

# S U R A FILM AND ENTERTAINMENT



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## IMPORTANT INFORMATION

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### ABOUT SURA FILM AND ENTERTAINMENT

SURA Film and Entertainment Pty Limited ABN 48 160 769 602 (SURA Film & Entertainment) is an Authorised Representative of SURA Pty Limited ABN 36 115 672 350 AFSL 294 313 (SURA). In issuing this Policy, SURA Film & Entertainment will be acting under an authority given to it by the Insurers. This means that when issuing this Policy, SURA Film & Entertainment will be acting as an agent for the Insurers, not for You.

**SURA Film and Entertainment's contact details are:**  
Level 13, 141 Walker Street, North Sydney, NSW 2060  
PO Box 1813, North Sydney, NSW 2059  
T: (02) 9930 9560 F: 02 9930 9501

### ABOUT THE INSURER

This insurance is underwritten by CGU Insurance Limited (CGU) ABN 27 004 478 371 AFSL 238 291 and certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Australian Insurance Act 1973. You or Your representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

CGU is an authorised Australian insurer regulated by the Australian Prudential Regulation Authority ('APRA'), has been providing insurance to Australians for over 160 years and is part of the Insurance Australia Group (IAG).

The Insurers have strong financial security characteristics. However, please note that ratings can vary from time to time. You can check the Insurer's current ratings at the following website Standard & Poors: [www.standardandpoors.com](http://www.standardandpoors.com)

You should contact **SURA Film and Entertainment** in the first instance in relation to this insurance.

**Lloyd's contact details are:**  
Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21 Angel Place,  
123 Pitt Street Sydney, NSW 2000  
T: (02) 9223 1433

**CGU Insurance Limited contact details are:**  
388 George Street, Sydney, NSW 2000  
T : (02) 8224 4000

### ASSUMED LIABILITY AND WAIVED RIGHTS

If You have entered into an agreement with another party:

- where You are assuming a greater liability than would apply had You not entered into that agreement; or
- which prevents You from taking a recovery action for indemnity or contribution from that party;

it may adversely affect Your rights to cover under this Policy.

### CLAIMS PROCEDURES

The procedures or conditions set out under 'Claims Procedures' apply to all Sections of this Policy. Each Section may also have its own claims procedures or conditions that apply to that Section only.

### CONDITIONS

The conditions set out under 'General Conditions' apply to all Sections of this Policy. Each Section may also have its own conditions that apply to that Section only.

### COOLING OFF

We will refund all premium paid for cover under this Policy if You request cancellation within twenty one (21) days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under the Policy.

### COST OF THIS INSURANCE

The cost of Your Policy will be shown on the quotation provided, once all required information has been received. The cost of Your Policy is calculated based on a number of considerations including the Limit of Indemnity or Sub-limit of Indemnity, nature, breadth and extent of Your business activities, including the type of productions You produce, Your insurance history, Your risk management practices and procedures in managing Your potential liability. These factors and the degree to which they affect Your premium will depend on the information You provide to Us.

The cost of Your Policy is made up of premium, government taxes such as goods and services tax (GST) and stamp duty, where applicable.

## DISPUTE RESOLUTION PROCESS

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If you have a complaint please first try to resolve it by contacting the relevant member of Our staff or Our Internal Dispute Resolution Officer on (02) 9930 9500, or by email at [idr@sura.com.au](mailto:idr@sura.com.au) or by writing to Us at the address for SURA Film & Entertainment given above.

We will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures. You can contact Us if You want more information on Our Dispute Resolution procedures.

If the matter is still not resolved, or You are not satisfied with the way a complaint has been dealt with, You should write to:

**Lloyd's Underwriters' General Representative in Australia**  
Suite 2, Level 21 Angel Place,  
123 Pitt Street Sydney, NSW 2000  
E: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Financial Ombudsman Service Australia ("FOS"). The FOS is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns. You will not be able to have a dispute resolved by the FOS if You are not eligible under the FOS Terms of Reference.

For further details You can visit their website at [www.fos.org.au](http://www.fos.org.au) or contact them:

**The Financial Ombudsman Service Australia**  
PO Box 3, Melbourne, VIC, 3001  
T: 1800 367 287 E: [info@fos.org.au](mailto:info@fos.org.au)

## 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.

After the Policy is entered into, ongoing disclosure obligations can apply. See the Policy for details.

## EXCLUSIONS

The exclusions set out under 'General Exclusions' apply to all Sections of this Policy. Each Section may also have its own exclusions that apply to that Section only.

## GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice. 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;
- 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.

## HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE

The amount payable by You for this Policy includes an amount for GST.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- not registered for GST, the amount We pay is the sum insured or Limit of Indemnity or Sub-limit of Indemnity or other limits of insurance cover including GST
- registered for GST, We will pay the sum insured or Limit of Indemnity or Sub-limit of Indemnity or other limits of insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay the GST amount.

The amount that We are liable to pay under this Policy will be reduced by the amount of any Input Tax Credit (ITC) that You are or may be entitled to claim for the supply of goods or services covered by that payment.

You must advise Us of Your correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the applicable Limit of Indemnity or Sub-limit or Indemnity or the other limits applicable to this Policy, We will only pay the GST (less Your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole loss, We will only pay the GST relating to Our share of the settlement for the whole claim. We will pay the claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to the claim.

GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

## OUR AGREEMENT

Where We agree to insure You We will issue a Policy Schedule confirming cover. The information contained in the Policy Schedule sets out information specific to You such as the cover We have agreed to provide and the Policy sums insured or Limit of Indemnity or Sub-limit of Indemnity.

Our agreement with You (the Policy) will comprise this Policy wording, the Policy Schedule and any endorsements We issue. They should be read together and kept in a safe place. Where We have agreed to enter into a Policy with You and subject to the terms, conditions and exclusions of the Policy:

- We agree to provide You with the insurance cover set out in each of the Sections which are listed in the Policy Schedule, subject to Your payment of or agreement to pay Us the premium set out in the current Policy Schedule;
- the insurance cover is in force for the Period of Insurance set out in the current Policy Schedule;
- We will cover You for the relevant covered loss, damage and liability occurring during that Period of Insurance; and
- We will not pay more than the sum insured or Limit of Indemnity or Sub-limit of Indemnity for each section which is shown in the Policy Schedule or as provided in the Policy.

## OPTIONAL EXTENSIONS

Some Sections of this Policy have Optional Extensions available. These are extensions to the cover provided by the relevant Section of this Policy and You can request any of these Optional Extensions for an additional premium. If We agree to provide cover as provided by any of these Optional Extensions, the Optional Extension will be stated as being 'Insured' in the Table of Insured Sections in the current Policy Schedule.

## OTHER PARTY'S INTERESTS

You must tell Us of the interests of all parties (e.g. financiers, lessors, principals) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have:

- noted them on Your Policy Schedule; or
- issued an endorsement agreeing to protect their interests.

## PAYING YOUR PREMIUM

You must pay Your premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

If You pay Your premium by way of instalments and You fail to pay Your premium:

- and the premium instalment remains unpaid for at least fourteen (14) days after the due date of the important instalment, We may refuse to pay any claim under the Policy arising from an event occurring after the due date of the instalment; and
- the premium instalment remains unpaid for at least one month after the due date of the instalment, We may cancel Your Policy.

## PRIVACY STATEMENT

In this Privacy Statement the use of “We”, “Our” or “Us” means SURA Film and Entertainment and the Insurers unless specified otherwise.

In this Privacy Statement the use of “personal information” includes sensitive information.

We are committed to protecting the privacy of the personal information You provide to Us. The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal and sensitive information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal and other information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union, India and the United States of America.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If You would like a copy of Our Privacy Policies, or would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Our privacy or You have any query on how Your personal information is collected or used, or any other query relating to Our Privacy Policies, please contact Us.

A copy of SURA Film and Entertainment’s full Privacy Policy is located at [www.sura.com.au](http://www.sura.com.au)

## SERVICE OF SUIT

The Insurers accepting this insurance agree that:

- if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- any summons, notice or process to be served upon the Insurers may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21 Angel Place 123 Pitt Street, Sydney,  
NSW 2000

- if a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

## SEVERAL LIABILITY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Policy Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

The insurers named hereon bind themselves each and for their own part and not one for another. Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

# GENERAL DEFINITIONS

Some key words and terms used in this Policy, its Policy Schedule and its endorsements have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below.

Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

**1. Accidental Damage** means accidental physical damage to, physical loss or physical destruction of tangible property or Content Media which is neither expected nor intended to the best of the Named Insured's knowledge and belief, excluding any resultant loss of use or consequential loss of any kind. Accidental Damage does not include any Fire & Perils Damage.

For the purpose of Section 2b) of this Policy only, Accidental Damage includes:

- a) accidental defect in Content Media; or
- b) accidental failure of the image to be stored in Content Media caused by or due to faulty stock, faulty equipment and/or faulty processing.

**2. Aircraft** means any craft or object designed to transport persons or property through air or space.

**3. Application** means the proposal form, brokers risk or underwriting submission and / or any other information supplied by or on behalf of the Named Insured (who, in turn, acts or acted as agent of each of You) when applying for this insurance, upon which We relied when agreeing to grant this insurance cover.

**4. Business** means the business specified in the Policy Schedule, including:

- a) ownership or occupation of premises and the repair or maintenance of property owned or for which such responsibilities exist, the installation and maintenance of plant and equipment and all other activities incidental to the conduct of such Business;
- b) participation in exhibitions by the Named Insured only;
- c) construction, erection, demolition, alteration or addition, not exceeding in cost the sum of two hundred and fifty thousand Australian dollars (AUD 250,000), of or to buildings owned by the Named Insured;
- d) the provision and management of canteens, social, sports and welfare organisations primarily for the benefit of Named Insured's employees, first aid, fire and ambulance services;
- e) private work undertaken by any employee of the Named Insured, for any directors or senior executives of the Named Insured;
- f) hire or loan of plant to other parties;
- g) conducted tours of Named Insured's premises; and

- h) the erection, use and/or maintenance by or on behalf of the Named Insured of advertising and directional signs, their frames, supports and appurtenances.

**5. Content Media** means:

- a) raw film stock, raw videotape stock, exposed film (developed or undeveloped), recorded videotape, matrices, lavenders, interpositives, positives, working prints, cutting copies, fine grain prints, colour transparencies, cells, art work and drawings, software and related material used to generate computer images, computer data, sound tracks and tapes used in connection therewith, including back-up tape, cut-outs, unused footage or library stock; or
- b) any other data or content storage media, such as flash memory cards, hard disk drives, tapes and similar, that contain any part of any photography, screenplay, sound recordings or any content of any production.

**6. Excess** means the sum shown in the Policy Schedule, this Policy or an endorsement to this Policy which You must pay in respect of each Occurrence or event giving rise to a claim.

**7. Expenditure** means costs, including overheads, chargeable directly to an Insured Production together with other overheads as may be declared by the Named Insured prior to the Period of Insurance. Expenditure does not include:

- a) the costs of story, scenario, music rights, sound rights, royalties and/or continuity;
- b) the costs of permanent sets, owned wardrobe, owned props, owned equipment, costs incurred after completion of Principal Photography, premiums paid for this Policy and/or interest on loans;
- c) the costs of any services rendered by the Named Insured or any partner or officer of the Named Insured, unless such services are provided in the capacity of producer, writer, actor or the like (including services as a disbursing agent) and specifically related to the cost of producing Content Media for an Insured Production;
- d) the costs or liability caused by any obligation or requirement of the Named Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date; or
- e) loss of earnings or profit.

**8. Fire & Perils Damage** means physical damage to, physical loss or physical destruction of tangible property caused by fire, lightning or thunderbolt, earthquake (including resultant tidal wave or tsunami), subterranean fire, volcanic eruption, storm, tempest, wind or Flood, excluding any resultant loss of use or consequential loss of any kind.

**9. Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

**10. Geographical Limits** means the geographical limits stated in the Policy Schedule.

**11. Hazardous Activities** means any activities, conditions, special effects, hazards or stunts which may materially increase Your exposure to risks.

**12. Hovercraft** means any vessel, craft or thing designed to transport persons or property over land or water supported on a cushion of air.

**13. Insured Production** means a media production:

- a) falling within the type of productions specified in the Policy Schedule; and
- b) where the estimated budget of the production, prior to commencing any work on the production, does not exceed the maximum production budget specified in the Policy Schedule.

which the Named Insured is producing.

**14. Insurers** means certain Underwriters at Lloyd's and CGU Insurance Limited.

**15. Limit of Indemnity or Sub-Limit of Indemnity** means the amount specified as the Limit of Indemnity or Sub-Limit of Indemnity for the relevant Section of this Policy or Optional Extension in the Table of Insured Sections in the Policy Schedule.

**16. Money** means currency coins, bank notes, currency notes, cheques, negotiable securities, postal orders, money orders, unused postage and revenue stamps, phone cards, stored value or similar type cards.

Money includes cash boxes, alarm bags or any other portable container used to convey Money.

**17. Named Insured** means the entity specified in the Policy Schedule as the Named Insured.

**18. Occurrence** means an event causing:

- a) insured loss, damage or destruction of Content Media, with respect to Sections 2 (A) and 2 (B) of this Policy;
- b) insured loss of, damage to or destruction of Property, with respect to Sections 3 (A) and 3 (B) of this Policy;
- c) insured loss of, damage to or destruction of Production Property, with respect to Sections 4 (A) and 4 (B) of this Policy;
- d) insured loss of, damage to or destruction of Money, with respect to Section 5 of this Policy; or
- e) Personal Injury and/or Property Damage neither expected nor intended to the best of the Named Insured's knowledge and belief with respect to Section 6 of this Policy. The effects of assault and battery committed for the purpose of preventing or eliminating danger to persons or property committed by You or at Your direction shall be deemed to be Personal Injury neither expected nor intended to the best of the Named Insured's knowledge and belief.

All Personal Injury, Property Damage, Fire & Perils Damage, Accidental Damage and/or Theft caused by or:

- i) arising out of continuous or repeated exposure to substantially the same general conditions; and/or
- ii) consequent upon or attributable to one source or the same originating cause;

will be considered as arising out of one Occurrence.

**19. Period of Insurance** means the period shown in the Policy Schedule as the Period of Insurance.

**20. Policy** means this policy wording, the Policy Schedule and any endorsements issued by Us amending the policy wording or Policy Schedule.

**21. Policy Schedule** means the schedule that We issue confirming cover for the Period of Insurance.

**22. Principal Photography** means the photography of the screenplay of an Insured Production.

**23. Theft** means dishonest appropriation of tangible property belonging to another party with the intention of permanently depriving that other party of such property.

**24. Vehicle** means any type of machine on wheels or on self-laid or caterpillar tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine, but only whilst attached to such machine.

**25. Watercraft** means any vessel or craft or thing designed to float on or in or travel through water for the purpose of carrying persons or property.

**26. We/Us/Our** means SURA Film & Entertainment Pty Ltd and certain Underwriters at Lloyd's and CGU Insurance Limited.

**27. You/Your** means the Named Insured and/or, for the purposes of Section 6. Liability only:

- a) any subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management;
- b) any director, officer, employee, voluntary worker or partner of the Named Insured or of a company designated in a) above, but only whilst acting within the scope of their duties in such capacity; or
- c) any canteen, social or sporting clubs, first aid, fire or ambulance services incidental to an Insured Production provided by the Named Insured or a company designated in a) above.

Provided that neither the Named Insured nor any of the persons or entities described or identified above in paragraphs a) to c) inclusive shall be domiciled, registered or incorporated in the United States of America or Canada or in any state or territory which is subject to the laws of the United States of America or Canada.

# GENERAL CONDITIONS

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## 1. ADJUSTMENT OF PREMIUM

If the premium for this Policy or any Section or part thereof is calculated on estimates furnished by the Named Insured, then the Named Insured will keep an accurate record containing all particulars relative thereto and will at any time allow Us to inspect such record. Even if this Policy is terminated or cancelled, the Named Insured must, within thirty (30) days after the expiry of the Period of Insurance, furnish to Us such particulars and information as We may require, and the premium will then be adjusted and any difference paid by or allowed to the Named Insured as the case may be, subject to receipt and retention of the minimum premium charged by Us.

## 2. ALL PERSONS OR COMPANIES BOUND BY THIS POLICY AND ITS PROVISIONS

All persons or companies entitled to any benefit under this Policy are bound by the provisions of this Policy. We may refuse a claim if You or any of You are in breach of any of the terms and conditions of this Policy.

## 3. AUTHORISATION

For all purposes under this Policy, each of You authorise the Named Insured to act as Your agent and each of You are bound by any statement, act or omission of the Named Insured.

## 4. CANCELLATION

- a) You may cancel this Policy at any time by giving Us notice in writing in which case We will retain the pro rata premium for the time the Policy has been in force plus ten per cent (10%).
- b) We may cancel this Policy as set out in the Insurance Contracts Act 1984 including by giving You written notice to that effect where You have:
  - i) failed to comply with the duty of utmost good faith;
  - ii) failed to comply with the duty of disclosure at the time when the Policy was entered into;
  - iii) made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy;
  - iv) failed to comply with a provision of the Policy;
  - v) failed to pay the premium or if You are paying the premium by instalments where an instalment is overdue for a period longer than one (1) month;
  - vi) made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this policy of insurance provides insurance cover;

- vii) failed to notify Us of any specific act or omission where notification is required under the terms of this Policy.
- c) We may cancel this Policy pursuant to any right at law but subject to the provisions of the Insurance Contracts Act 1984.
- d) When We cancel the Policy it will have effect from whichever of the following times is the earliest:
  - i) the time when another policy of insurance replacing this Policy is entered into; or
  - ii) 4 o'clock in the afternoon of the third (3rd) business day after the day on which notice was given to You unless the Policy is in force because of section 58 of the Insurance Contracts Act 1984 in which case the cancellation will have effect from 4 o'clock of the fourteenth (14th) business day after the day on which notice was given to You.
- e) When We cancel the Policy We will repay on demand a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

## 5. DUE OBSERVANCE

If You fail to comply with any term, condition or provision of this Policy, We may refuse to indemnify the Insured in relation to any claim or make any payment pursuant to the terms of this Policy.

## 6. GOVERNING LAW

The proper law of this Policy is the law of the State of New South Wales. We and You agree to the exclusive jurisdiction of the appropriate Court of New South Wales, in relation to all matters arising under or in connection with this Policy.

## 7. INSPECTIONS

We (or agents appointed by Us) have the right to inspect and examine, by mutual appointment, any property insured.

## 8. INTERPRETATION

In this Policy, a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender.

A reference in this Policy to any legislation or legislative provision includes any statutory modification or reenactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

The titles and headings are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of this Policy.

## 9. MATERIAL CHANGE

Every change materially affecting the facts or circumstances existing at the commencement of the Period of Insurance or the risk insured by this Policy must be notified to Us in writing as soon as practicable by any of You after becoming aware of such change, in particular:

- a) any alteration in the Business and/or the activities of the business; and
- b) any matter or event inconsistent with the information previously given to Us.

## 10. NOTICES

Notices to any of You by Us may be given to the Named Insured or its agent (at the broker's name and address specified in the Policy Schedule) and will be effective:

- a) if it is delivered to the Named Insured or posted to the Named Insured's address last known to Us; or
- b) if it is delivered or posted to the Named Insured's agent (at the broker's name and address specified in the Policy Schedule).

It is important for You to tell Us of any change of address as soon as possible.

## 11. OTHER INSURANCE

If there is any other insurance or indemnity covering or indemnifying against the same loss, damage or liability, for which indemnity is provided under this Policy, You must notify Us as soon as practicable providing full details of such other insurance or indemnity, including the identity of the insurer or the party providing indemnity, the policy number and such further information as We may reasonably require.

## 12. OUR LIABILITY IS CONDITIONAL UPON THE FOLLOWING:

- a) Payment of the Premium:  
We will not pay any claim until You have paid the premium.
- b) Notification of Changes:  
You must notify Us as soon as possible of any change materially varying any of the facts or circumstances existing at the commencement of the Period of Insurance.
- c) Reasonable Precautions:

You must take all reasonable precautions to prevent destruction, loss or damage to property or bodily injury and comply and ensure that Your employees, servants and agents comply with, all statutory obligations and by-laws or regulations imposed by any public authority for the safety of property or person.

- d) Observance of Policy Terms:

You and any other person who may seek indemnity from Us, must observe the terms of this Policy.

## 13. OUR RIGHTS OF SUBROGATION

In the event of a payment under this Policy to or on behalf of You, We shall, subject to the Insurance Contracts Act 1984, be entitled to prosecute in Your name any claim for indemnity or damages or otherwise and You shall give all information and assistance as We may require in the prosecution of such claim.

## 14. TRANSFER OF INTEREST

No interest in this Policy can be transferred without Our prior written consent.

## 15. VARIATION OF POLICY

No variation of this Policy will be effective, except when made by written endorsement attaching to this Policy.

## GENERAL EXCLUSIONS

1. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage, Accidental Damage, cost, expense, Expenditure or liability directly or indirectly caused by, arising from or in connection with:

- a) war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, conspiracy, rebellion, revolution, insurrection, mutiny, or military or usurped power;
- b) any Act/s of Terrorism. For the purposes of this exclusion an Act of Terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- c) confiscation or nationalisation, or requisition or destruction of or damage to property by or under the orders of any government or public or local authority. However, this exclusion will not apply to damage that occurs as a result of such an order if it prevents or attempts to prevent fire or other damage covered by this Policy;
- d) or contributed to by, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste; or
- e) or contributed to by, nuclear weapons or nuclear weapons material.

Furthermore, any property damage, Fire & Perils Damage, Accidental Damage, cost or expense or liability directly or indirectly caused by, arising from or in connection with any action taken in controlling, preventing or suppressing, or in any way relating to 1a), 1b), 1d) or 1e) above, is also excluded from this Policy.

2. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage, Accidental Damage, cost, expense or liability directly or indirectly caused by, arising from or in connection with:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software;
- b) error in creating, amending, entering, deleting or using Electronic Data and/or Software; or

c) total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

However, for all sections of this Policy (except Section 6 Liability), in the event that a Covered Peril insured by this Policy but for this exclusion 2:

- d) is caused by any of the circumstances described in paragraph a) to c) above; or
- e) causes any of the circumstances described in paragraph a) to c) above;

this Policy, subject to all its provisions, will provide indemnity in respect of:

- i) physical loss of, damage to or destruction of property insured directly caused by such Covered Peril [with respect to Sections 4A, 4B and 5 of this Policy and only if these Sections have been effected]; and/or,
- ii) Expenditure:
  - A. incurred solely and directly in consequence of any interruption, postponement, cancellation or abandonment of an Insured Production as a result of Bereavement, Death or Injury of a Named Person (as covered under Section 1 of this Policy but only if Section 1 has been effected) caused by such Covered Peril;
  - B. incurred as a result of any delay, interruption or postponement of an Insured Production caused by physical loss of, damage to or destruction of:
    - Content Media (as covered under Sections 2A and 2B of this Policy but only if Sections 2A and 2B have been effected); or
    - Property (as covered under Sections 3A and 3B of this Policy but only if Sections 3A and 3B have been effected);

caused by such Covered Peril.

For the purpose of this exclusion:

- i) Electronic Data means facts, concepts and information converted to a form usable for:
  - communications, display, distribution, interpretation; or
  - processing by electronic, electromechanical data processing or electronically controlled equipment.

Electronic Data does not include Content Media.

- ii) Software means programs, procedures and/ or routines associated with the operation of electronic, electromechanical data processing or electronically controlled equipment, including any operating system.
- iii) Covered Peril means:
  - a) fire;
  - b) lightning and/or thunderbolt;
  - c) explosion, including those of boilers used for domestic purpose only;
  - d) wind, snow, sleet, hail and/or water, including water and any other liquid discharged, overflowing or leaking from mains, pipes, gutters, drains, tanks, automatic sprinkler or drencher installation or fixed apparatus used to hold or carry liquids, but not loss or damage:
    - i) by sea, tidal wave, high water, Flood, erosion, subsidence, landslide, mudslide or settling unless caused by or arising from direct consequence of an earthquake or seismological disturbance, volcanic eruption or water escaping from a water main owned by a water supply authority;
    - ii) by steam or condensation; or
    - iii) by water seeping from outside the premises;
  - e) impact caused by:
    - i) Vehicles or their loads;
    - ii) animals;
    - iii) trees or branches;
    - iv) communication masts, towers, antennae or dishes;
    - v) Aircraft or other aerial devices or articles dropped therefrom;
    - vi) Watercraft;
    - vii) sonic boom;
    - viii) meteorites or space debris; or
    - ix) falling building or other structure or part thereof;
  - f) earthquake, subterranean fire, volcanic eruption or fire occasioned by or in consequence of earthquake, subterranean fire or volcanic eruption;
  - g) malicious damage that is not caused by the Named Insured, including malicious damage caused:

- i) during riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances or industrial disputes; or
- ii) by persons carrying out a Theft or attempted Theft; or
- h) Theft of Electronic Data and/or Software solely where such theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data and/or Software.

This exclusion 2 does not apply in respect of any damage or destruction of glass.

3. Indemnity provided by this Policy does not apply to or in respect of any personal injury to any person, property damage, Fire & Perils Damage, or Accidental Damage intentionally caused or liability intentionally incurred by:
  - a) You; or
  - b) any person(s) acting with Your express or implied consent.
4. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage, Accidental Damage, cost, expense or liability directly or indirectly caused by, arising from or in connection with the failure or inability of any:
  - a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
  - b) media or systems used in connection with any of the foregoing,

to achieve fully and successfully any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain, or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:

  - i) anything referred to in a) or b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
  - ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) or b) above.

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For the purposes of all Sections of this Policy (except Section 6 Liability) that have been effected, this exclusion 4 will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under those Sections.

This exclusion 4 does not apply in respect of Section 1 of this Policy.

For the purpose of this exclusion 4, Defined Contingency shall mean fire, lightning, explosion (other than loss or destruction of or any damage to boilers or pressure vessels), Aircraft and other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, Flood, escape of water from any tank apparatus or pipe, impact by any road Vehicle or animal, or Theft (other than Theft by employees).

5. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage or Accidental Damage happening within a period of forty eight (48) hours from the commencement of the Period of Insurance, caused by:

- a) bush fire or grass fire; or
- b) a named cyclone.

This exclusion 5 does not apply, however, if the Period of Insurance commences directly after:

- i) the policy period for another insurance policy covering the same property expired, without a break in cover;
- ii) You have entered into a contract of sale to purchase the property; or
- iii) You have entered into a contract to lease the property.

6. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage or Accidental Damage, cost, expense or liability directly or indirectly caused by, arising from or in connection with any Hazardous Activities without specific written consent from Us.

7. Indemnity provided by this Policy does not apply to any property damage, Fire & Perils Damage, Accidental Damage, cost, expense or liability directly or indirectly caused by, arising from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## CLAIMS PROCEDURES

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**NOTE: Failure to forward to Us any writ or summons served upon You within the time stipulated may result in Our refusing to indemnify You.**

1. As soon as possible after the happening of any Occurrence, accident or event that may give rise to a claim under this Policy, You or Your legal representative must:
  - a) advise details to Us, and then send written confirmation within thirty (30) days.
  - b) take all reasonable steps to minimise the loss, damage or liability, and to prevent any further loss, damage or liability.
  - c) We will not be liable in respect of any further damage arising out of the continued use of damaged property, until such property is repaired to Our satisfaction.
  - d) use best endeavours to preserve any damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim and, so far as possible, with due regard for safety, no alteration or repair shall be made without Our consent.
  - e) retain all damaged property for inspection by Us.
  - f) advise the nearest police station in the case of property lost, stolen or vandalised, and obtain a written police report if requested by Us.
  - g) advise Us of any impending prosecution or inquest.
  - h) forward to Us every communication, writ or summons within seventy two (72) hours of receipt by You or service upon You.
2. Where a claim arises, You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent other than as provided for under 1c) above.
3. Subject to the provisions of the Insurance Contracts Act 1984, You, or any person making a claim under this Policy, must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without Our written consent.
4. At Your own expense, You will furnish Us with such books of account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard.
5. You, or any other person entitled to claim under this Policy, must furnish Us with a statement giving details of other insurances that may also provide cover on any property or liability hereby insured.
6. Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## SECTION ONE — FILM PRODUCERS INDEMNITY

### INSURING CLAUSE APPLICABLE TO SECTION 1

We agree to indemnify the Named Insured for Expenditure incurred solely and directly in consequence of the interruption, postponement, cancellation or abandonment of an Insured Production as a result of Death of or Injury to a Named Person happening during the Period of Insurance.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 1

Our maximum liability in respect of Section 1 of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

### EXCLUSIONS APPLICABLE TO SECTION 1

Indemnity provided by Section 1 of this Policy does not apply to any Expenditure incurred in consequence of any interruption, postponement, cancellation or abandonment:

1. directly or indirectly caused by, arising from or in connection with the failure of any Named Person to commence, continue or complete their duties as arranged:
  - a) due to, caused by or resulting from pregnancy, menstruation, or related conditions; or
  - b) due to, caused by or resulting from the taking of any prescription drug from a qualified medical practitioner or dental surgeon, unless taken in conformity with the instruction of the manufacturer or prescribing doctor, dentist or chemist.
2. directly or indirectly caused by, arising from or in connection with any Named Person:
  - a) taking part in flying other than as a passenger in an aeroplane or helicopter; or
  - b) taking part in any Hazardous Stunt without Our written consent.

### DEFINITIONS APPLICABLE TO SECTION 1

1. Bereavement means emotional distress suffered as a consequence of the unforeseen Death of an Immediate Family Member of the Named Person during the Period of Insurance.

For the purpose of this definition, Immediate Family Member of the Named Person means:

- a) mother/stepmother;
- b) father/stepfather;
- c) sister/stepsister;
- d) brother/stepbrother;

- e) spouse (including common-law spouse) and their children;
- f) son/stepson;
- g) daughter/stepdaughter;
- h) grandparents/grandchildren; or
- i) surrogate parent,

of the Named Person, who is under the age of sixty-five (65) at the commencement of the Period of Insurance.

2. Death means death which has been pronounced or certified by a qualified medical practitioner.

Death includes death by suicide provided it was neither expected nor intended to the best of the Named Insured's knowledge and belief.

3. Essential Person means a Named Person who is specified in a binding and enforceable distribution agreement for an Insured Production that is essential to the financing of that Insured Production.
4. Hazardous Stunt means any activity which may materially increase the risk of Death of or Injury to a Named Person.
5. Injury means accidental physical bodily injury caused by a violent, external and visible means, which occurs fortuitously and neither expected nor intended to the best of the Named Insured's knowledge and belief. Injury does not include any bodily injury:
  - a) condition which is a Sickness; or
  - b) caused by, arising from or in connection with any Kidnapping.
6. Kidnapping means the taking and holding of a Named Person against the Named Person's will or control, by persons other than the Named Insured or any person or entity acting on behalf of the Named Insured.
7. Named Person means any person approved by Us and listed in the Table of Named Persons in the Policy Schedule, but only in respect of the Insured Production for which such Named Person is listed in the Table of Named Persons.
8. Sickness means illness or disease.

### OPTIONAL EXTENSIONS APPLICABLE TO SECTION 1

The following are extensions to the cover provided by Section 1 of this Policy and You can request any of these Optional Extensions for an additional premium. If We agree to provide cover as provided by any of these Optional Extensions, the Optional Extension will be stated as being 'Insured' in the Table of Insured Sections in the Policy Schedule.

These Optional Extensions, other than as amended, are otherwise subject to the terms, conditions, exclusions and definitions applicable to this Policy.

The Sub-Limits of Indemnity for these Optional Extensions form part of and shall not be in addition to the Limit of Indemnity applicable to Section 1 of this Policy.

#### 1. Bereavement

The Insuring Clause is extended to include Indemnity to the Named Insured for Expenditure incurred by them solely and directly in consequence of any interruption, postponement, cancellation or abandonment of an Insured Production due to a Named Person's Bereavement. Indemnity provided by this Optional Extension does not apply to Bereavement as a consequence of any Death caused by, arising from or attributable to any Pre-Existing Sickness. For the purpose of this Optional Extension, Pre-Existing Sickness means any Sickness that the deceased person:

- a) was suffering from at the time of the commencement of the Period of Insurance; or
- b) had treatment for or advice for treatment in the twelve (12) calendar months prior to the commencement of the Period of Insurance.

Our maximum liability under this Optional Extension shall not exceed the Sub-Limit of Indemnity specified for this Optional Extension in the Table of Insured Sections in the Policy Schedule.

#### 2. Cost of Story, Scenario, Music Rights, Sound Rights, Royalties

The term Expenditure is deemed to include the costs of story, scenario, music rights, sound rights and/or royalties in connection with an Insured Production but only if such costs have been included in the Limit of Indemnity applicable to Section 1 of this Policy.

#### 3. Kidnapping

The Insuring Clause is extended to include indemnity to the Named Insured for Expenditure incurred by them solely and directly in consequence of any interruption, postponement, cancellation or abandonment of an Insured Production due to the Kidnapping of a Named Person during the Period of Insurance.

Indemnity provided by this Optional Extension does not apply to any ransom paid or demanded as a result of Kidnapping or alleged Kidnapping.

Our maximum liability under this Optional Extension shall not exceed the Sub-Limit of Indemnity specified for this Optional Extension in the Table of Insured Sections in the Policy Schedule.

#### 4. Sickness

The Insuring Clause is extended to include indemnity to the Named Insured for Expenditure incurred by them solely and directly in consequence of any interruption, postponement, cancellation or abandonment of an Insured Production due to a Named Person suffering from Sickness during the Period of Insurance, provided that:

The Named Insured shall:

- a) ensure that such Named Person has been medically examined, not more than ninety (90) days prior to commencement of Principal Photography, by a qualified and registered medical practitioner; and
- b) provide Us with a completed medical questionnaire signed by such Named Person and certificates of such medical examinations [referred to in a) above] for Our approval and agreement to include such Named Person for the purpose of indemnity provided by this Optional Extension.

Indemnity provided by this Optional Extension only applies in respect of those Named Persons specified as 'Covered' for Optional Extension 4 in the Table of Named Persons in the Policy Schedule.

Our maximum liability under this Optional Extension shall not exceed the Sub-Limit of Indemnity specified for this Optional Extension in the Table of Insured Sections in the Policy Schedule.

#### 5. Abandonment due to Death of, Injury to or Sickness of an Essential Person

Notwithstanding Condition 1 'Abandonment' applicable to this Section, in the event of Death of, Injury to or Sickness of an Essential Person during the Period of Insurance, the Named Insured has the right to abandon the Insured Production.

However, at least thirty (30) days must elapse from the date of the Death of or Injury to the Essential Person or Sickness of the Essential Person being medically diagnosed, before any such decision to abandon can take place.

In the event of such abandonment of an Insured Production, We will pay Expenditure incurred by the Named Insured up to the date of abandonment of the Insured Production, but only such Expenditure that has been rendered substantially valueless by the Death, Injury, Sickness, Bereavement or Kidnapping.

## BASIS OF SETTLEMENT APPLICABLE TO SECTION 1

1. Where a Named Person is an actor, performing artist, special effects or camera person, and:
  - a) the Death, Injury, Sickness, Bereavement or Kidnapping of such Named Person does not prevent completion of Principal Photography, We will pay additional Expenditure incurred by the Named Insured over and above the budgeted Expenditure to complete Principal Photography; or
  - b) We agree that the Death, Injury, Sickness, Bereavement or Kidnapping of such Named Person prevents completion of Principal Photography, We will pay the Expenditure incurred or committed by the Named Insured up to the date of abandonment of Principal Photography, but only such Expenditure that has been rendered substantially valueless by the Death, Injury, Sickness, Bereavement or Kidnapping.
2. Where a Named Person is a director, producer or animator, and:
  - a) the Death, Injury, Sickness, Bereavement or Kidnapping of such Named Person does not prevent completion of the Insured Production, We will pay additional Expenditure incurred by the Named Insured over and above the budgeted Expenditure to complete the Insured Production; or
  - b) We agree that the Death, Injury, Sickness, Bereavement or Kidnapping of such Named Person prevents completion of the Insured Production, We will pay the Expenditure incurred or committed by the Named Insured up to the date of abandonment of the Insured Production, but only such Expenditure that has been rendered substantially valueless by the Death, Injury, Sickness, Bereavement or Kidnapping.

## CONDITIONS APPLICABLE TO SECTION 1

### 1. Abandonment

- a) The Named Insured agrees and acknowledges that the Named Insured has no right to abandon any Insured Production without Our prior agreement, except as provided under Optional Extension 5 'Abandonment due to Death of, Injury to or Sickness of an Essential Person'.
- b) If the Named Insured elects to exercise its right (as provided under Optional Extension 5, if insured) to abandon an Insured Production or We agree to the abandonment of an Insured Production by the Named Insured, the Named Insured will, upon Our request and at Our sole expense, do everything reasonable to continue or complete the Insured Production.

- c) In addition to any other rights to which We may become entitled, where We have agreed to the Named Insured's abandonment of an Insured Production, the Named Insured will do all things reasonable to secure for Us the services of the existing (or comparable) production, directorial and acting personnel.
- d) Where an Insured Production is abandoned with Our agreement, before payment of a claim admitted under this Section, the Named Insured will:
  - i) surrender to Us or Our nominees all rights, title and interests in the Insured Production (including Content Media for the Insured Production);
  - ii) do all things necessary to assign and transfer to Us or Our nominees all right, title and interest in all documents and copyrights in connection with any story, scenario, music rights, sound rights and/or royalties if the costs of such story, scenario, music rights, sound rights and/or royalties have been included in the Limit of Indemnity applicable to the relevant Section of this Policy.

### 2. Duration Term of Performance Contracts for all Named Persons

Indemnity provided by Section 1 of this Policy is subject to and conditional upon the duration terms of all performance contracts for all Named Persons being sufficiently longer than the Named Insured's original scheduled time frame for completing Principal Photography so as to allow a reasonable margin of safety, being not less than five (5) days, to cover possible delay in completing Principal Photography.

### 3. Stop Date Loss

If the completion of Principal Photography is delayed beyond:

- a) the original schedule time frame for completing Principal Photography; plus
- b) a reasonable margin of safety, being not less than five (5) days,

and the Named Insured has to honour the termination date contained in a performance contract between the Named Insured and a Named Person, any resultant additional Expenditure (referred to as a stop date loss) is not covered, except to the extent that it is directly related to a loss insured under the terms of this Section. Our participation in a stop date loss will be governed by consideration of the following:

- i) if the need to incur the stop date loss is solely and directly the result of an insured Occurrence, the stop date loss will be recoverable in full;

- ii) if the need to incur the stop date Occurrence arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonably be said that each contributed to the stop date loss, then the extent that each contributed shall be determined and an apportionment of the stop date loss shall be made and only the portion of the stop date loss arising by reason of an insured Occurrence will be recoverable; and
- iii) if the need to incur the stop date loss is in no way connected with an insured Occurrence, no part of the stop date loss will be recoverable.

#### CLAIMS PROCEDURES APPLICABLE TO SECTION 1

1. The Named Insured must notify Us immediately upon becoming aware that a Named Person is unable to commence or continue a performance or duty which may give rise to a claim under this Section.
2. In the event of any Named Person suffering Death, Injury or Sickness which gives rise to a claim under this Section, the Named Insured must provide Us with a certificate from a qualified and registered medical practitioner, which details the cause of Death or the nature and extent of Injury or Sickness.

We will have the right to require further medical examinations of the Named Person by a qualified and registered medical practitioner nominated by Us.

## SECTION TWO / A CONTENT MEDIA — FIRE AND PERILS DAMAGE

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### **INSURING CLAUSE APPLICABLE TO SECTION 2 (A)**

We agree to indemnify the Named Insured in respect of Expenditure solely and directly incurred in completing an Insured Production as a result of any delay in or interruption or postponement of an Insured Production caused by Fire & Perils Damage occurring during the Period of Insurance within the Geographical Limits to Content Media:

- a) owned by the Named Insured; or
- b) for which the Named Insured is legally liable, used or to be used in an Insured Production.

### **LIMIT OF INDEMNITY APPLICABLE TO SECTION 2 (A)**

Our maximum liability in respect of Section 2 (A) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

## SECTION TWO / B CONTENT MEDIA — ACCIDENTAL DAMAGE AND THEFT

### INSURING CLAUSE APPLICABLE TO SECTION 2 (B)

We agree to indemnify the Named Insured in respect of Expenditure solely and directly incurred in completing an Insured Production as a result of any delay in or interruption or postponement of an Insured Production caused by Accidental Damage or Theft occurring during the Period of Insurance within the Geographical Limits to or of Content Media:

- a) owned by the Named Insured; or
- b) for which the Named Insured is legally liable,

used or to be used in an Insured Production.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 2 (B)

Our maximum liability in respect of Section 2 (B) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

### EXCLUSIONS APPLICABLE TO SECTION 2 (B)

Indemnity provided by Section 2 (B) of this Policy does not apply to:

1. any Fire & Perils Damage to Content Media.
2. any shortage of inventory or unexplained shortage or mysterious or unexplained disappearance.
3. loss, damage or destruction caused by or resulting from any confiscation or detention by Customs or Government Officials.

### EXCLUSIONS APPLICABLE TO SECTION 2 (A) AND SECTION 2 (B)

Indemnity provided by Section 2 (A) or Section 2 (B) of this Policy does not apply to any Expenditure incurred as a result of:

1. any Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from:
  - a) intentional exposure to light;
  - b) atmospheric dampness, changes in temperature or deterioration;
  - c) faulty manipulating, or errors of the camera operator or of the assistants;
  - d) use of incorrect camera or lens;
  - e) error(s) in judgment in exposure, lighting or sound recording;
  - f) use of incorrect raw film or tape stock or media software, errors in machine programming or software or operating instructions to machinery;

- g) intentional destruction of duplicate prints, off-shoots, back-up tapes, retakes.
2. any Fire & Perils Damage, Accidental Damage to or Theft of artwork and drawings, software, or related materials used to generate computer images which have already been photographed and for which satisfactory Content Media or other medium exists, will not result in a claim under this Section unless the corresponding Content Media is also damaged, requiring reproduction of such artwork and drawings, software or related materials as well as the damaged Content Media.

### OPTIONAL EXTENSION APPLICABLE TO SECTION 2 (A) AND SECTION 2 (B)

The following is an extension to the cover provided by Section 2 (A) and Section 2 (B) of this Policy and You can request this Optional Extension for an additional premium. If We agree to provide cover as provided by this Optional Extension, this Optional Extension will be stated as being 'Insured' in the Table of Insured Sections in the Policy Schedule.

This Optional Extension, other than as amended, is otherwise subject to the terms, conditions, exclusions and definitions applicable to this Policy.

1. Cost of Story, Scenario, Music Rights, Sound Rights, Royalties

The term Expenditure is deemed to include the costs of story, scenario, music rights, sound rights and/or royalties in connection with an Insured Production but only if such costs have been included in the Limit of Indemnity applicable to Section 2 (A) and Section 2 (B) of this Policy.

### BASIS OF SETTLEMENT APPLICABLE TO SECTION 2 (A) AND SECTION 2 (B)

1. Where the Fire & Perils Damage, Accidental Damage to or Theft of Content Media does not prevent completion of the Insured Production, We will pay the Expenditure incurred by the Named Insured over and above the budgeted Expenditure to re-photograph, re-create or re-record in substantially the same manner the portion of the Insured Production that was contained in the damaged, lost or destroyed Content Media.
2. Where We agree that the Fire & Perils Damage, Accidental Damage to or Theft of Content Media prevents completion of the Insured Production, We will pay the Expenditure incurred or committed by the Named Insured up to the date of abandonment of the Insured Production, but only such additional Expenditure that has been rendered substantially valueless by the damaged, lost or destroyed Content Media.

## CONDITIONS APPLICABLE TO SECTION 2 (A) AND SECTION 2 (B)

1. It is warranted by the Named Insured that cameras, lenses and related equipment, including sound equipment are fully tested by the Named Insured in accordance with the highest standards of the industry and proved to be sound at the commencement of filming or taping of any Insured Production.
2. Abandonment
  - a) The Named Insured agrees and acknowledges that the Named Insured has no right to abandon an Insured Production without Our prior agreement.
  - b) Where the Named Insured wishes to abandon an Insured Production and We agree to such abandonment, the Named Insured will, upon Our request and at Our sole expense, do everything reasonable to continue or complete the Insured Production.
  - c) In addition to any other rights to which We may become entitled, where We have agreed to the Named Insured's abandonment of an Insured Production, the Named Insured will do all things reasonable to secure for Us the services of the existing (or comparable) production, directorial and acting personnel.
  - d) Where an Insured Production is abandoned with Our agreement, before payment of a claim admitted under this Section, the Named Insured will:
    - i. surrender to Us or Our nominees all rights, title and interests in the Insured Production (including Content Media for the Insured Production);
    - ii. do all things necessary to assign and transfer to Us or Our nominees all right, title and interest in all documents and copyrights in connection with any story, scenario, music rights, sound rights and/or royalties if the costs of such story, scenario, music rights, sound rights and/or royalties have been included in the Limit of Indemnity applicable to the relevant Section of this Policy.

## SECTION THREE / A EXTRA EXPENSES — FIRE AND PERILS DAMAGE

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### **INSURING CLAUSE APPLICABLE TO SECTION 3 (A)**

We agree to indemnify the Named Insured in respect of Expenditure solely and directly incurred in completing an Insured Production as a result of any delay in or interruption or postponement of an Insured Production caused by Fire & Perils Damage occurring during the Period of Insurance within the Geographical Limits to Property:

- a) owned by the Named Insured; or
- b) for which the Named Insured is legally liable, used or to be used in an Insured Production.

### **LIMIT OF INDEMNITY APPLICABLE TO SECTION 3 (A)**

Our maximum liability in respect of Section 3 (A) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

## SECTION THREE / B EXTRA EXPENSES — ACCIDENTAL DAMAGE AND THEFT

### INSURING CLAUSE APPLICABLE TO SECTION 3 (B)

We agree to indemnify the Named Insured in respect of Expenditure solely and directly incurred as a result of Accidental Damage or Theft occurring during the Period of Insurance within the Geographical Limits to or of Property:

- a) owned by the Named Insured; or
- b) for which the Named Insured is legally liable

used or to be used in an Insured Production.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 3 (B)

Our maximum liability in respect of Section 3 (B) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

### EXCLUSIONS APPLICABLE TO SECTION 3 (B)

Indemnity provided by Section 3 (B) of this Policy does not apply to any:

1. Fire & Perils Damage to Property.
2. shortage of inventory or unexplained shortage or mysterious or unexplained disappearance.
3. Accidental Damage or Theft caused by or resulting from any confiscation or detention by Customs or Government Officials.
4. damage to or destruction of the lighting element of any equipment.

### DEFINITION APPLICABLE TO SECTION 3 (A) AND SECTION 3 (B)

Property means any tangible property or facilities used or to be used by the Named Insured in connection with an Insured Production, but does not include:

- a) Content Media, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
- b) electronic data;
- c) Money, deeds, evidence of debt, letters of credit, credit cards, passports, tickets of any kind;
- d) trees, vegetables or other growing plants, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
- e) live animals of any kind.

### OPTIONAL EXTENSION APPLICABLE TO SECTION 3 (A) AND SECTION 3 (B)

The following is an extension to the cover provided by Section 3 (A) and Section 3 (B) of this Policy and You can request this Optional Extension for an additional premium. If We agree to provide cover as provided by this Optional Extension, this Optional Extension will be stated as being 'Insured' in the Table of Insured Sections in the Policy Schedule.

This Optional Extension, other than as amended, is otherwise subject to the terms, conditions, exclusions and definitions applicable to this Policy.

1. Cost of Story, Scenario, Music Rights, Sound Rights, Royalties

The term Expenditure is deemed to include the costs of story, scenario, music rights, sound rights and/or royalties in connection with an Insured Production but only if such costs have been included in the Limit of Indemnity applicable to Section 3 (A) and Section 3 (B) of this Policy.

### EXCLUSIONS APPLICABLE TO SECTION 3 (A) AND SECTION 3 (B)

Indemnity provided by Section 3 (A) or Section 3 (B) of this Policy does not apply to any:

1. Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from insects, vermin, inherent vice, wear, tear, gradual deterioration, mould, fungus, dampness of atmosphere, extremes or changes of temperatures, shrinkage, evaporation, or loss of weight or volume, leakage of contents.
2. Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from any work, process, experiment, test, repair, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of or at the direction of the Named Insured.  
This exclusion does not apply to physical damage caused by accidental fire or explosion resulting therefrom.
3. Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from rain, sleet, snow or hail, whether driven by wind or not, to Property stored in the open.
4. Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from short circuit, application of wrong current, or any other damage caused by artificially generated electrical currents.  
This exclusion does not apply to physical damage caused by accidental fire resulting therefrom.

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5. Fire & Perils Damage, Accidental Damage or Theft caused by or resulting from failure of the Named Insured to:
    - a) take reasonable care to protect the Property; or
    - b) provide sufficient and adequate packaging of the Property.
  6. consequential loss of any kind.

#### **BASIS OF SETTLEMENT APPLICABLE TO SECTION 3 (A) AND SECTION 3 (B)**

1. Where the Fire & Perils Damage, Accidental Damage to or Theft of Property does not prevent completion of the Insured Production, We will pay the Expenditure incurred by the Named Insured over and above the budgeted Expenditure to complete the Insured Production.
2. Where We agree that the Fire & Perils Damage, Accidental Damage to or Theft of Property prevents completion of the Insured Production, We will pay the Expenditure incurred or committed by the Named Insured up to the date of abandonment of the Insured Production, but only such additional Expenditure that has been rendered substantially valueless by the damaged, lost or destroyed Property.

#### **CONDITIONS APPLICABLE TO SECTION 3 (A) AND SECTION 3 (B)**

1. It is warranted by the Named Insured that cameras, lenses and related equipment, including sound equipment and portable generators are fully tested by the Named Insured in accordance with the highest standards of the industry and proved to be sound at the commencement of filming or taping of any Insured Production.
2. Abandonment
  - a) The Named Insured agrees and acknowledges that the Named Insured has no right to abandon any Insured Production without Our prior agreement.
  - b) Where the Named Insured wishes to abandon an Insured Production and We agree to such abandonment, the Named Insured will, upon Our request and at Our sole expense, do everything reasonable to continue or complete the Insured Production.
  - c) In addition to any other rights to which We may become entitled, where We have agreed to the Named Insured's abandonment of an Insured Production, the Named Insured will do all things reasonable to secure for Us the services of the existing (or comparable) production, directorial and acting personnel.
  - d) Where an Insured Production is abandoned, before payment of a claim admitted under this Section, the Named Insured will:

- i) surrender to Us or Our nominees all rights, title and interests in the Insured Production (including Content Media for the Insured Production);
- ii) do all things necessary to assign and transfer to Us or Our nominees all right, title and interest in all documents and copyrights in connection with any story, scenario, music rights, sound rights and/or royalties if the costs of such story, scenario, music rights, sound rights and/or royalties have been included in the Limit of Indemnity applicable to the relevant Section of this Policy.

## SECTION FOUR / A PRODUCTION PROPERTY — FIRE AND PERILS

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### INSURING CLAUSE APPLICABLE TO SECTION 4 (A)

We agree to indemnify the Named Insured for Fire & Perils Damage to Production Property, which occurs during the Period of Insurance within the Geographical Limits in connection with the Business.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 4 (A)

Our maximum liability in respect of Section 4 (A) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule. However, Our maximum liability in respect of Fire & Perils Damage to:

- a) Own Equipment shall not exceed the Sub-Limit of Indemnity stated for Own Equipment in the Table of Insured Sections in the Policy Schedule;
- b) Non-Owned Equipment shall not exceed the Sub-Limit of Indemnity stated for Non-Owned Equipment in the Table of Insured Sections in the Policy Schedule;
- c) Office Contents shall not exceed the Sub-Limit of Indemnity stated for Office Contents in the Table of Insured Sections in the Policy Schedule; or
- d) Props, Sets & Wardrobes shall not exceed the Sub-Limit of Indemnity stated for Props, Sets & Wardrobes in the Table of Insured Sections in the Policy Schedule.

### AUTOMATIC EXTENSION APPLICABLE TO SECTION 4 (A)

Indemnity provided by Section 4 (A) of this Policy is automatically extended as follows:

1. When any Property is in transit by shipping anywhere in the world, We will indemnify You against:
  - a) any loss incurred as a result of general average sacrifice; and/or
  - b) general average and salvage charges, in accordance with the contract of carriage and the governing law and practice, incurred in connection with avoiding a loss covered by this Policy.

## SECTION FOUR / B PRODUCTION PROPERTY — ACCIDENTAL DAMAGE AND THEFT

### INSURING CLAUSE APPLICABLE TO SECTION 4 (B)

We agree to indemnify the Named Insured for Accidental Damage to or Theft of Production Property, which occurs during the Period of Insurance within the Geographical Limits in connection with the Business.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 4 (B)

Our maximum liability in respect of Section 4 (B) of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule. However, our maximum liability in respect of Accidental Damage to or Theft of:

- a) Own Equipment shall not exceed the Sub-Limit of Indemnity stated for Own Equipment in the Table of Insured Sections in the Policy Schedule;
- b) Non-Owned Equipment shall not exceed the Sub-Limit of Indemnity stated for Non-Owned Equipment in the Table of Insured Sections in the Policy Schedule;
- c) Office Contents shall not exceed the Sub-Limit of Indemnity stated for Office Contents in the Table of Insured Sections in the Policy Schedule; or
- d) Props, Sets & Wardrobes shall not exceed the Sub-Limit of Indemnity stated for Props, Sets & Wardrobes in the Table of Insured Sections in the Policy Schedule.

### AUTOMATIC EXTENSION APPLICABLE TO SECTION 4 (B)

Indemnity provided by Section 4 (B) of this Policy is automatically extended as follows:

1. When any Property is in transit by shipping anywhere in the world, We will indemnify You against:
  - a) any loss incurred as a result of general average sacrifice; and/or
  - b) general average and salvage charges, in accordance with the contract of carriage and the governing law and practice, incurred in connection with avoiding a loss covered by this Policy.

### EXCLUSIONS APPLICABLE TO SECTION 4 (B)

Indemnity provided by Section 4 (B) of this Policy does not apply to any:

1. Fire & Perils Damage to Production Property.
2. shortage of inventory or unexplained shortage or unexplained disappearance.

### DEFINITIONS APPLICABLE TO SECTION 4 (A) AND SECTION 4 (B)

1. Non-Owned Equipment means cameras, camera equipment, sound recording and reproducing equipment, lighting equipment, projection equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment or other equipment not owned by the Named Insured but for which the Named Insured is legally responsible or has assumed responsibility to insure. Non-Owned Equipment does not include:
  - i) Own Equipment;
  - ii) Office Contents;
  - iii) Props, Sets & Wardrobes;
  - iv) Content Media, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - v) electronic data;
  - vi) Money, deeds, evidence of debt, letters of credit, credit cards, passports, tickets of any kind;
  - vii) permanent buildings or structures including improvements, unless the building or structures are constructed for the purpose of and in connection with an Insured Production;
  - viii) Aircraft, (except helicams or similar[except motorised dolly, segways, steadicam or similar]) Hovercraft, Watercraft or Vehicle, unless used or intended to be used as a prop on a theatrical set for an Insured Production as a stationary object only;
  - ix) trees, vegetables or other growing plants, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - x) live animals of any kind; or
  - xi) explosives of any kind.
2. Office Contents means office equipment and furniture:
  - a) owned by the Named Insured; or
  - b) for which the Named Insured is legally responsible or has assumed responsibility to insure.

Office Contents does not include:

  - i) Own Equipment;
  - ii) Non-Owned Equipment;
  - iii) Props, Sets & Wardrobes;
  - iv) Content Media, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - v) electronic data;

- vi) Money, deeds, evidence of debt, letters of credit, credit cards, passports, tickets of any kind;
  - vii) permanent buildings or structures including improvements, unless the building or structures are constructed for the purpose of and in connection with an Insured Production;
  - viii) Aircraft, Hovercraft, Watercraft or Vehicle, unless used or intended to be used as a prop on a theatrical set for an Insured Production as a stationary object only;
  - ix) trees, vegetables or other growing plants, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - x) live animals of any kind; or
  - xi) explosives of any kind.
3. Own Equipment means cameras, camera equipment, sound recording and reproducing equipment, lighting equipment, projection equipment, portable electrical equipment and generators, mechanical effects equipment, grip equipment or other equipment owned by the Named Insured. Own Equipment does not include:
- i) Non-Owned Equipment;
  - ii) Office Contents;
  - iii) Props, Sets & Wardrobes;
  - iv) Content Media, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - v) electronic data;
  - vi) Money, deeds, evidence of debt, letters of credit, credit cards, passports, tickets of any kind;
  - vii) permanent buildings or structures including improvements, unless the building or structures are constructed for the purpose of and in connection with an Insured Production;
  - viii) Aircraft, (except helicams or similar[except motorised dolly, segways, steadicam or similar]) Hovercraft, Watercraft or Vehicle, unless used or intended to be used as a prop on a theatrical set for an Insured Production as a stationary object only;
  - ix) trees, vegetables or other growing plants, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - x) live animals of any kind; or
  - xi) explosives of any kind.
4. Production Property means:
- a) Own Equipment;
  - b) Non-Owned Equipment;
- c) Office Contents; or
  - d) Props, Sets & Wardrobes.
5. Props, Sets & Wardrobes means scenery, costumes or theatrical property:
- a) owned by the Named Insured; or
  - b) for which the Named Insured is legally responsible or has assumed responsibility to insure.
- Props, Sets & Wardrobes does not include:
- i) Own Equipment;
  - ii) Non-Owned Equipment;
  - iii) Office Contents;
  - iv) Content Media, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - v) electronic data;
  - vi) Money, deeds, evidence of debt, letters of credit, credit cards, passports, tickets of any kind;
  - vii) permanent buildings or structures including improvements, unless the building or structures are constructed for the purpose of and in connection with an Insured Production;
  - viii) Aircraft, Hovercraft, Watercraft or Vehicle, unless used or intended to be used as a prop on a theatrical set for an Insured Production as a stationary object only;
  - ix) trees, vegetables or other growing plants, unless used or intended to be used as a prop on a theatrical set for an Insured Production;
  - x) live animals of any kind; or
  - xi) explosives of any kind.

**OPTIONAL EXTENSION APPLICABLE TO SECTION 4 (A) AND SECTION 4 (B)**

The following is an extension to the cover provided by Section 4 (A) and Section 4 (B) of this Policy and You can request this Optional Extension for an additional premium. If We agree to provide cover as provided by this Optional Extension, this Optional Extension will be stated as being 'Insured' in the Table of Insured Sections in the Policy Schedule.

This Optional Extension, other than as amended, is otherwise subject to the terms, conditions, exclusions and definitions applicable to this Policy.

1. Hire of Replacement Property

In the event of Fire & Perils Damage, Accidental Damage to or Theft of Production Property, which is the subject of indemnity under Section 4 (A) or Section 4 (B) of this Policy, We will indemnify the Named Insured against reasonable hiring charges to hire a replacement property similar to the Production Property so lost damaged or destroyed for up to thirteen (13) weeks from the date of such loss, damage or destruction (but not beyond the end of the Period of Insurance).

Our maximum liability under this Optional Extension shall not exceed the Sub-Limit of Indemnity specified for this Optional Extension in the Table of Insured Sections in the Policy Schedule.

**EXCLUSIONS APPLICABLE TO SECTION 4 (A) AND SECTION 4 (B)**

Indemnity provided by Section 4 (A) or Section 4 (B) of this Policy does not apply to any Fire & Perils Damage, Accidental Damage or Theft:

1. caused by or resulting from insects, vermin, inherent vice, wear, tear, gradual deterioration, mould, fungus, dampness of atmosphere, extremes or changes of temperatures, shrinkage, evaporation, or loss of weight or volume, leakage of contents.
2. caused by or resulting from any work, process, experiment, test, repair, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of or at the direction of the Named Insured.

This exclusion does not apply to physical damage caused by accidental fire or explosion resulting therefrom.

3. caused by or resulting from rain, sleet, snow or hail, whether driven by wind or not, to property stored in the open.
4. caused by or resulting from short circuit, application of wrong current, or any other damage caused by artificially generated electrical currents.

This exclusion does not apply to physical damage caused by accidental fire resulting therefrom.

5. caused by or resulting from any mechanical, electrical, electronic or hydraulic breakdown.
6. caused by or resulting from failure of the Named Insured to take reasonable care to protect the Production Property;
7. consequential loss of any kind.

**BASIS OF SETTLEMENT APPLICABLE TO SECTION 4 (A) AND SECTION 4 (B)**

1. In the event of Fire & Perils Damage, Accidental Damage to or Theft of Production Property, which is the subject of indemnity under Section 4 (A) or Section 4 (B) of this Policy, We will pay the cash value of the Production Property so lost, damaged or destroyed as at the date and location of such loss, damage or destruction, such cash value not to exceed the cost of repair or replacement of such lost, damaged or destroyed Production Property to the same standard and condition as existed immediately prior to such loss, damage or destruction.
2. With respect to antiques, jewellery, objects d'art, works of art, furs, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals or alloys, We will not be liable for more than five thousand dollars (AUD 5,000) with respect to any one item.

## SECTION FIVE MONEY

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### INSURING CLAUSE APPLICABLE TO SECTION 5

We agree to indemnify the Named Insured for or in respect of physical loss, physical destruction of or physical damage to Money, which occurs during the Period of Insurance within the Geographical Limits in connection with the Business.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 5

Our maximum liability in respect of Section 5 of this Policy shall not exceed the Limit of Indemnity stated for this Section in the Table of Insured Sections in the Policy Schedule.

### EXCLUSIONS APPLICABLE TO SECTION 5

Indemnity provided by Section 5 of this Policy does not apply to, in respect of or in connection with:

1. any consequential loss of any kind;
2. any payment of Money for or in consideration of a cheque or negotiable instrument which is subsequently dishonoured;
3. any shortages resulting from clerical or accounting errors;
4. any act of fraud or dishonesty committed by or with the collusion of the Named Insured, or any members of the Named Insured's family, or any person or persons in the service of the Named Insured, other than due to or sustained by or through Theft or any attempted Theft following violent and forcible entry to premises committed by any person or persons in the service of the Named Insured;
5. any mysterious or unexplained disappearance;
6. any loss, damage or destruction of Money whilst in the possession of or carried by professional money carriers, professional carriers or common carriers.

### CONDITION APPLICABLE TO SECTION 5

The Insured must take all reasonable precautions for the safety and protection of Money.

## SECTION SIX LIABILITY

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### INSURING CLAUSE APPLICABLE TO SECTION 6

We agree to indemnify You against all sums which You shall become legally liable to pay by way of compensation in respect of Personal Injury or Property Damage happening within the Geographical Limits during the Period of Insurance caused by an Occurrence in connection with the Business.

### DEFENCE AND DEFENCE COSTS

With respect to any claim made against You alleging Personal Injury and/or Property Damage and seeking damages on account thereof, where liability in respect of such Personal Injury and/or Property Damage is subject to indemnity provided under Section 6 of this Policy, We:

- a) will defend in Your name and on Your behalf such claim, even if such claim is groundless, false or fraudulent; and
- b) may make such investigation, negotiation and settlement of such claim as We deem expedient.

We agree to indemnify You for Defence Costs in connection with such claim in addition to the Limit of Indemnity applicable to Section 6, provided that if a payment to finalise a claim exceeds the Limit of Indemnity Our liability to pay Defence Costs shall be in the same proportion as the proportion the Limit of Indemnity represents as a percentage of the total amount to finalise the claim.

However, with respect to any claim brought or maintained against You or judgment, award or settlement made in the United States of America or Canada or any other state or territory which is subject to the laws of the United States of America or Canada (or any order made anywhere to enforce such judgment, award or settlement either whole or in part), the Limit of Indemnity applies inclusive of Defence Costs.

### LIMIT OF INDEMNITY APPLICABLE TO SECTION 6

Save as specifically provided in this Section, Our liability to pay compensation in respect of all Personal Injury and/or Property Damage caused by or arising out of any one Occurrence shall not exceed the Limit of Indemnity specified for this Section in the Table of Insured Sections in the Policy Schedule.

Our maximum aggregate liability to pay compensation in respect of all Personal Injury and/or Property Damage happening during the Period of Insurance caused by or arising out of Your Products shall not exceed the Limit of Indemnity specified for this Section in the Table of Insured Sections in the Policy Schedule.

### EXCLUSIONS APPLICABLE TO SECTION 6

Indemnity provided by Section 6 of this Policy does not apply to any:

#### 1. Aircraft or Hovercraft

liability directly or indirectly caused by, arising out of or in connection with the ownership, possession, maintenance, repair, servicing, operation, control or use of any Aircraft or Hovercraft by You or on Your behalf.

#### 2. Asbestos

liability directly or indirectly caused by, arising out of, in connection with or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

#### 3. Construction

liability caused by, arising out of, contributed to by, in respect of or in connection with any earthworks or construction activities of any kind including the construction, erection, demolition (whether partial or total), alteration, addition or renovation of buildings, earthworks or structures by or on behalf of You where the total contract or estimated value of all works and activities forming part of one project or a series of related projects exceeds five hundred thousand Australian dollars (AUD 500,000).

#### 4. Contractual Liability

liability assumed by You under any contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement. This exclusion shall not apply to:

- a) liability assumed by You under any hire or lease of real or personal property, other than an liability arising from Your failure to effect material damage insurance as required under such lease; or
- b) liability assumed by You under a warranty of fitness or quality as regards Your Products; or
- c) those written contracts or agreements specified as a 'Covered Contract' in the Policy Schedule.

#### 5. Defamation

liability directly or indirectly caused by, arising out of, contributed to by, in respect of or in connection with the publication or utterance of defamatory or disparaging material or statement.

## 6. Employers Liability

liability:

- a) imposed by the provisions of any workers' compensation legislation;
- b) imposed by the provisions of any industrial award, agreement, or determination or any contract of employment or prospective employment of any person or persons by the Named Insured; or
- c) in respect of Personal Injury to any worker or employee of the Named Insured arising out of or in the course of their employment by the Named Insured.

Provided that if the Named Insured is:

- i) required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- ii) not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a worker or employee of the Named Insured or the Personal Injury is not an injury which is subject to such law;

then this Policy will respond to the extent that the Named Insured's liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Named Insured complied with their obligations pursuant to such law.

## 7. Employment Practice

liability directly or indirectly caused by, arising out of or in connection with any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination relating to the employment or prospective employment by or on behalf of the Named Insured of any person.

## 8. Exports to USA and/or Canada

liability directly or indirectly caused by, arising out of or in connection with Your Products exported by You, Your agents or servants to the United States of America and/or Canada.

## 9. Fines, Penalties, Liquidated Damages, Aggravated, Punitive or Exemplary Damages

- a) fines, penalties or liquidated damages; or
- b) aggravated damages, punitive damages, exemplary damages and/or any additional damages resulting from the multiplication of compensatory damages.

## 10. Fraudulent and Intentional Conduct

liability directly or indirectly caused by, arising out of or in connection with any:

- a) dishonest, fraudulent, criminal or malicious conduct;
- b) wilful breach of statute; or
- c) conduct intended to cause Personal Injury or Property Damage (or conduct carried out with reckless disregard for causing Personal Injury or Property Damage) by You or anyone acting on Your behalf or with Your knowledge or connivance.

## 11. Internet Operations

liability directly or indirectly caused by, arising out of or in connection with the Named Insured's internet operations, including but not limited to business conducted and/or transacted via the internet, intranet, extranet and/or via the Named Insured's own website, internet site, web address and/or via the transmission of electronic mail or documents via electronic means.

This exclusion shall not apply to Personal Injury and/ or Property Damage caused by or arising out of Your Products.

## 12. Loss of Use

liability for or in respect of any loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of You of any contract or agreement; or
- b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

## 13. North American Operations

claims arising out of Operations located in the United States of America and/or Canada.

However this exclusion shall not apply to:

- a) Sales and/or Distribution Office(s)

The products liability risk of Sales and/or Distribution Office(s) (as herein defined), provided all products sold and/or distributed therefrom are manufactured outside of the United States of America and/or Canada, and are supplied to the Sales and/or Distribution Offices by the Named Insured.

b) Temporary Work

The public liability and/or the products liability risk of work performed solely by the Named Insured's employees and/or directors resident outside the United States of America and Canada, who are temporarily visiting the United States of America and/or Canada.

c) The employer's liability risk of the Named Insured's employees and/or directors resident outside of the United States of America and Canada, who are temporarily visiting the United States of America and/or Canada in the course of their employment.

For the purposes of this exclusion the following definitions apply:

Operations: a legal or physical presence in the United States of America and/or Canada (whether incorporated or not) of the Named Insured.

Sales and/or Distribution Office: A sales, marketing or distribution operation of the Named Insured not otherwise excluded, including associated:

- i) storage of products;
- ii) repackaging of, packing of, labelling of, cleaning of, or the provision of operating instructions prior to sale for, products;
- iii) office accommodation

but does not include such premises used for:

- i) manufacture;
- ii) final assembly;
- iii) repair, servicing or maintenance;
- iv) amendment, enhancement or alteration.

#### 14. Pollution

liability:

- a) directly or indirectly caused by, arising out of, contributed to by, in respect of or in connection with the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water; or
- b) in respect of the cost of removing, nullifying or cleaning up Pollutants.

Provided that this exclusion shall not apply if such discharge, dispersal, release or escape:

- i) occurs outside the United States of America or Canada or any other state or territory which is subject to the laws of the United States of America or Canada; and

- ii) is caused by a sudden, identifiable, accidental, unintended and unexpected happening which takes place in its entirety at a specific time and place.

For the purpose of this exclusion, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant of any type whatsoever, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### 15. Product Defect

liability for or in respect of Property Damage to Your Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof.

#### 16. Product Recall, Withdrawal, Removal, Reinstallation, Modification, Inspection, Repair, Replacement, Disposal or Loss of Use

- a) damages, costs or expenses arising out of or resulting from the recall, withdrawal, removal, reinstallation, inspection, repair, replacement or loss of use of Your Products or of any property of which such products form a part; or
- b) any costs or expenses incurred by You or any compensation claimed by any third party for the recall, withdrawal, removal, reinstallation, modification, inspection, repair, replacement, disposal or loss of use of Your Products or of any property of which Your Products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them. This exclusion shall not apply to any claim arising from the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

#### 17. Professional Liability

liability directly or indirectly caused by, arising out of or in connection with the rendering of or failure to render professional advice or service by You or any error or omission connected therewith where such professional advice or service is given for a fee.

#### 18. Property in Physical or Legal Control

liability for or in respect of Property Damage to:

- a) property owned by You; or
- b) property leased or rented to You; or
- c) property in Your physical or legal control.

Exclusions b) and c) shall not apply to Property Damage to:

- i) premises (including landlord's fixtures and fittings) which are leased or rented to You; or
- ii) premises (or the contents thereof) not owned, leased or rented by You but temporarily occupied by You for work therein; or
- iii) Vehicles (not belonging to or used by You) where the Property Damage occurs to such Vehicles whilst in a car park that is not owned or operated by You for reward; or
- iv) property of the Named Insured's employees; or
- v) any other property not specified within clauses i) to iv) inclusive, which is in Your physical or legal control subject to Our total liability to pay compensation under this clause v) in respect of all Property Damage happening during the Period of Insurance not exceeding two hundred and fifty thousand Australian dollars (AUD 250,000) (inclusive of Defence Costs) for all Occurrences. You shall bear the first one thousand Australian dollars (AUD1,000) in respect of each Occurrence. Provided that We shall not be liable for Property Damage to goods or property whilst being transported or carted.

## 19. Tobacco & Tobacco Smoke

liability directly or indirectly caused by, arising out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive in any article, items or goods which contain or include tobacco.

## 20. Vehicles

liability directly or indirectly caused by, arising out of or in connection with the ownership, possession, operation, control or use by You of any Vehicle:

- a) which is registered;
- b) which is required under any legislation to be registered; or
- c) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not such insurance is effected).

This exclusion shall not apply to:

- i) liability for or in respect of Personal Injury where that compulsory liability insurance or statutory indemnity does not provide indemnity, and the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles;
- ii) Property Damage caused by or arising from the delivery or collection of goods to or from any stationary Vehicle;

- iii) Property Damage caused by or arising from the loading or unloading of goods to or from any stationary Vehicle; or
- iv) Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the Vehicle is transporting or carting goods).

## 21. Watercraft

liability directly or indirectly caused by, arising out of or in connection with the ownership, possession, maintenance, repair, servicing, operation, control or use of any Watercraft by or on behalf of You.

This exclusion shall not apply to:

- i) Watercraft that are less than ten (10) metres in length;
- ii) Watercraft whilst being used by the Named Insured for business entertainment where such Watercraft are not owned or operated by You; or
- iii) floating jetties and/or floating pontoons and/or pontoons and/or buoys.

## 22. Workmanship

liability for or in respect of the cost of performing, completing, correcting or improving any work undertaken by You.

## DEFINITIONS APPLICABLE TO SECTION 6

**Defence Costs** means the costs incurred by Us in the investigation, defence, reporting or negotiation for settlement of any claim against You (or in anticipation of any potential claim against You) and/or the reimbursement of the reasonable costs incurred by You, with Our prior consent, in respect of Your representation (but excluding loss of earnings) in the defence of any claim.

**Personal Injury** means:

- a) bodily injury (which expression includes death, disease or illness), disability, shock, fright, mental anguish or mental injury; or
- b) false arrest, wrongful detention, false imprisonment or malicious prosecution; or
- c) wrongful entry or eviction or other invasion of the right of privacy; or
- d) assault and battery not committed by You or at

Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property. Personal Injury does not include any effects of defamation, libel or slander.

**Property Damage** means:

- a) physical damage to or loss or destruction of tangible property including any resultant loss of use of that tangible property, or
- b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property which occurs during the Period of Insurance.

**Your Products** means any goods, products or property after they have ceased to be in the possession or under the control of the Named Insured which are, or are deemed by law to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, altered, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Named Insured.

## CONDITIONS APPLICABLE TO SECTION 6

### 1. Joint Insureds / Cross Liability

Where more than one party comprises You, each of the parties shall be considered as a separate and distinct unit and the word "You" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties, provided that Our total liability as a consequence thereof does not exceed the Limit of Liability applicable to this Section of this Policy.

### 2. Notices

Notice in writing shall be given by You as soon as possible to Us of every Occurrence, claim, impending prosecution, inquest and all information in relation thereto which may result in a claim under this Policy, whether or not You believe any liability You may incur in respect thereof may fall below the Excess, if any.

### 3. Discharge of Liabilities

We may at any time pay to You or on Your behalf for all claims made against You for any one Occurrence:

- a) the Limit of Indemnity, after deducting any amounts already paid as compensation; or
- b) any lower amount for which the claim or claims may be settled.

Upon such payment We shall relinquish conduct or control of and be under no further liability under this Policy in connection with such claims or Defence Costs except for costs, charges and expenses that We agreed to pay prior to such payment.

### 4. Reasonable Care

You must:

- a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- b) take all reasonable precautions to:
  - i) prevent Personal Injury and/or Property Damage;
  - ii) prevent the manufacture, sale or supply of defective goods, products or property; and
  - iii) comply and ensure that Your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant Public Authorities for the:
    - safety of persons or property;
    - disposal of waste products;
    - handling, storage or use of inflammable liquids or substances, gases or toxic chemicals; and
- c) at Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.

## CLAIMS PROCEDURES APPLICABLE TO SECTION 6

1. You shall not, without Our written consent, make any admission, offer, promise, or payment in connection with any Occurrence or claim and if We so desire, We shall be entitled to take over and conduct in Your name the defence or settlement of any claim.
2. You shall use Your best endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair shall be effected without Our consent until We shall have had an opportunity of inspection.
3. We shall be entitled to prosecute in Your name at Our expense and for Our benefit any claim for indemnity or damages or otherwise.
4. We shall have full discretion in the conduct of any proceedings in connection with any claim and You shall give all information and assistance as We may require in the prosecution, defence or settlement of any claim.

SURA Film and Entertainment Pty Limited ABN 48 160 769 602 acts as an agent of the Insurers and is authorised to arrange, enter into / bind and administer this insurance for them. SURA Film and Entertainment Pty Ltd is an Authorised Representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313

Thank you for receiving this document electronically.

SURA Film and Entertainment Pty Ltd supports positive initiatives for our environment.

# S U R A FILM AND ENTERTAINMENT

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