



**DOMINION
UNDERWRITING
AGENTS** PTY LTD
ABN 98 096 824 814

Dominion Underwriting Agents Pty. Ltd
AFS License 247849
P.O. Box 457, Deepdene, VIC 3103
Phone: 03 9888 5867 Fax: 03 9888 4311
Website: www.dominionunderwriting.com

Film Producers Indemnity Policy Wording

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Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any Declarations, written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as The Insured party, agree to pay the premium(s) stated in the Schedule and Dominion Underwriting Agents Pty Limited (DUA herein) agrees to provide the insurance cover set out in this policy and according to this contract of insurance. Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out throughout the document and in the definitions section of this Policy document. Defined words include any plurals or other derivatives of those words or terms as the context requires. Headings are used for reference only and are not part of the Policy for interpretation purposes.

What Is Covered By This Contract Of Insurance

A. Cast Insurance

Where specified in the Schedule as having Cast Insurance coverage then, but not otherwise, the following terms shall apply:

1. DUA agrees to pay to the Insured such loss (as defined in Clause 5 below), as the Insured shall directly and solely sustain by reason of any person appearing in or contracted to work on an Insured Production, being necessarily prevented for reasons beyond his or her control from commencing, continuing or completing their respective duties or performances in such production. DUA's Limit of Liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any declared production.

DUA's liability for loss shall only be to pay the amount in excess of the deductible stated in the Cast Declaration for each loss separately occurring.

Coverage under this Section commences on the effective date of the preproduction as detailed on the Cast Declaration, and shall continue until the expiration or cancellation date of this Section or the policy, whichever shall occur first.

The Insured shall advise DUA of the exact date of completion of Principal Photography of a declared production within seven (7) days of such completion.



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2. Extension of Principal Photography - In the event that the Principal Photography of any Insured Production has not been completed by the termination date of the coverage, the insurance afforded by this Section shall, upon prior notification and acceptance by DUA, be extended until completion of Principal Photography, subject to the payment of any additional premium.
3. Medical Examination - Commencement of Coverage
 - (a) The Insured agrees to have the persons designated for insurance examined not more than 21 days prior to the first day of coverage of a declared production by a duly qualified physician designated or approved by DUA, who shall submit to DUA a medical questionnaire and certificate on forms approved by DUA and signed by the examinee and the physician.
 - (b) If the physicians recommended by DUA are unavailable for completion of the medical examinations DUA gives permission to use any registered physician available (other than the examinees' personal physician).
 - (c) DUA agrees to review the medical certificate promptly, and to advise the Insured within five (5) working days of receipt of the medical certificate of approval or of any reservations, exceptions or restrictions.
 - (d) The coverage provided by this Section is subject to receipt of the medical certificate and approval thereof by DUA. It is understood that DUA's right of medical approval shall be based on the medical examination and case history of the person examined. Should DUA for any reason make any reservation, exception or restriction with respect to the insurability of any person designated for insurance, the provision of Clause A 1. Above is inapplicable to the extent that the condition(s) referred to in said reservation, exception or restriction directly causes a loss; however, coverage may commence sooner in the following circumstances:
 - (i) Coverage for any person designated for insurance under this Section shall be for accidental causes and kidnapping only until a medical examination and medical certificate have been completed as required by Clause 3 (d) above.
 - (ii) Coverage for all other perils insured hereunder shall commence once the medical examination has in fact been made, although, due to circumstances beyond the control of the Insured, the medical certificate has not been received by DUA. However, it is understood that, with respect to this exception, the conditions of Clause 3 (c) above remain in force, including any existing or pre-existing conditions, reservations, exceptions, or restrictions indicated by the medical certificate or the case history of the person examined.
 - (e) It is agreed that in consideration of a Medical Affidavit of Good Health being made by the Insured on forms approved by DUA as respects guest artists, coverage is extended to include such guest artists ninety-six (96) hours prior to the commencement of Principal Photography of an individual television episode. If any guest artist is scheduled to appear in five (5) or more episodes of any one series, a medical certificate will be required.
4. Insured's Obligation - The Insured will use due diligence to ascertain that any persons designated for insurance are in sound physical condition and of good health as respects their anticipated duties immediately prior to the attachment of any coverage.



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5. Definition of Loss - 'Loss' as used in this coverage shall mean any extra expenditure (the word expenditure refers to the same Production Costs incurred by the Insured in completing Principal Photography of the declared production over and above the expenditure which but for the happening of any one or more of the occurrences specified in Clause 1. above would have been incurred in completing Principal Photography, however, excluding any loss, damage, expense or liability arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, whether or not such loss, damage, expense or liability occurs in conjunction with a loss otherwise covered under this Policy.
6. In the event that the happening of one or more of the occurrences specified in Clause 1 above reasonably, practically and necessarily prevents the completion of Principal Photography irrespective of any completion and/or delivery date requirements, the Insured shall have the option to abandon Principal Photography and claim under this Section for such Productions Costs that have actually been incurred and rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in Clause 1.
7. Before payment of an abandonment loss, the Insured shall surrender, assign and transfer to DUA or its nominees all rights, title and interest in all underlying works, as well as films or tapes and all copies and related material thereof for the production.
8. The coverage does not insure against loss directly or indirectly caused by or resulting from:
 - (a) Any person(s) accepted for insurance under this Section taking part in flying other than as a passenger;
 - (b) Any insured person(s) taking part in any hazardous stunt, or any hazardous special effect without the written consent of DUA;
 - (c) The inability of any insured female to perform as a result of pregnancy, menstruation, child birth or condition pertaining thereto;
 - (d) Allergies or facial herpes, when the insured person has a history of suffering from such allergies or facial herpes prior to the production
 - (e) Any person insured person(s) under nine (9) years of age who contracts mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria; or
 - (f) Loss of money, securities or other consideration surrendered as a ransom payment by the Insured as a result of kidnapping or alleged kidnapping.
9. Loss Procedure (Notice of Incapacity and Right of Medical Examination) - Immediately after the Insured is made aware of any insured person being unable to commence or continue their duties as a result of which a claim might arise, the Insured shall notify DUA, and shall also procure and immediately forward to DUA the certificate of a duly qualified physician which shall detail fully the circumstances in which the incapacity arises. The Insured shall ensure and preserve to DUA the continuing right of examination, at all reasonable times by its own appointed physician, of any insured person whose. Incapacity may lead to a claim. The Insured agrees that failure to comply with any of these conditions will prejudice DUA and shall release DUA from any liability in connection therewith.



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B. Negative Film and Videotape

Where specified in the Schedule as having Negative Film and Videotape coverage then, but not otherwise, the following terms shall apply:

1. DUA agrees to pay to or on behalf of the Insured such loss (defined in Clause 8 below) as the Insured shall sustain as a result of loss of, damage to, or destruction of raw film or tape stock, digital image or series of digital images, exposed film (developed or undeveloped), videotape, matrices, lavenders, interpositives, positives, working prints, cutting copies, fine grain print, colour transparencies, cells, art work and drawings, and software and related material used to generate computer images soundtracks and tapes used in connection therewith, caused by an insured peril (defined below) while such property is used or to be used in connection with an Insured Production. This coverage does not insure back up tape, cutouts, unused footage or library stock.
2. DUA's Limit of Liability with respect to any one occurrence shall not exceed the amount stated in the Declarations in connection with any Insured Production.
3. DUA's liability for loss shall only be to pay the amount in excess of the Deductible stated in the Negative Film and Videotape Declaration for each loss separately occurring.
4. Coverage under this Section commences on the effective date of the Negative Film and Videotape Declaration. Unless otherwise endorsed, coverage shall continue until (a) the date on which a Protection Print and/or Duplicate Tape has been completed and stored in an area physically separated from the original negative and/or tape; or (b) thirty (30) days after completion of Post Production; or (c) until the expiration date of this section or the policy; or (d) cancellation, whichever shall occur first.
5. This coverage insures against all risks of direct physical loss of or damage to the property described in Clause 1 from any external cause, except as excluded below and in the section headed

What Is Not Covered By This Covered By This Contract Of Insurance

6. Faulty Perils - In addition the following perils are covered:
 - (a) Fogging, or the use of faulty materials, faulty cameras or videotape recorders, or faulty sound equipment or sound tracks;
 - (b) Faulty developing, editing or processing;
 - (c) Cutting, physical editing, cueing or other laboratory work; or accidental erasure of videotape recordings or sound tracks;
 - (d) Accidental exposure to light.

Exclusions In Relation To Section B

7. This coverage does not insure against loss directly or indirectly caused by or resulting from:
 - (a) Deterioration, atmospheric dampness or changes in weather conditions; exposure to extreme temperatures, unless due to a peril otherwise covered and unless not within the control of the Insured;
 - (b) Damage to or destruction of negative film or tapes, including duplicate work prints or out-takes, caused by or resulting from intentional acts of the Insured, or at the direction of the Insured.
 - (c) Deliberate Exposure of videotape and videotape recordings to magnetic or electrical fields other than in connection with the recording or reproduction of such videotape recordings;
 - (d) Errors of judgment in exposure, lighting or sound recording, or from the use of incorrect type of camera, lens, raw film or tape stock; testing of raw film, equipment or new techniques;
 - (e) Delay in delivery of raw film or tape stock; or
 - (f) X-rays, X-ray system, fluoroscopic inspection devices, electromagnetic radiation, radioactive contamination, exposure to radioactive materials, all whether controlled or uncontrolled and whether such loss be proximate or remote, outside the United Kingdom, Continental Europe, U.S.A. and Canada provided all reasonable precautions have been taken and the exposed or unexposed negative is properly identified as such.



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8. Definition of Loss - 'Loss' as used in this Section B shall mean any extra expenditure (the word expenditure refers to the same Production Costs as defined in the General Policy Conditions) incurred by the Insured in completing the Insured Production(s) over and above the expenditure which but for the happening of any one or more of the occurrences specified in Clause 1 above would have been incurred in completing the Insured Production(s), including extra expenditures arising out of, resulting from, caused by or as a consequence of any obligation or requirement of the Insured to meet any schedule deadlines, delivery dates, release dates, air dates or any other completion date, provided such expense occurs in conjunction with a loss otherwise covered under this section of the Policy.
9. In the event that the happening of one or more of the occurrences specified in Clause 1 above reasonably, practically and necessarily prevents completing the Insured production(s) the Insured shall have the option to abandon the production and claim under this Section for such actual expenditures incurred during production as have been rendered entirely valueless solely and directly by reason of the happening of one or more of the occurrences specified in paragraph I.
10. However, no claim for abandonment of the Insured Production will be covered hereunder if such abandonment is the result of the Insured's failure to meet schedule deadlines, delivery dates, release dates, air dates or any other completion date that did not allow a reasonable margin for safety (as defined by industry practices between completion of the production and any schedule deadlines, delivery dates, release duties, air dates or any other completion date and provided always that the need to incur an abandonment claim is the result of a loss otherwise covered under this section of the policy.
11. Before payment of an abandonment loss, the Insured shall surrender, assign and transfer to DUA or its nominees all rights, title and interest in all underlying works, as well as films or tapes and all copies and related material thereof for the production.
12. To the extent that failure by the Insured to abide by the following representations increases the risk of loss or damage or results in loss or damage under this Section, such failure shall avoid DUA's obligation and defeat recovery hereunder.
 - (a) It is represented by the Insured that all materials described in the Insuring Agreement including artwork and drawings, software and related material used to generate computer images as well as unused footage are to be kept until completion of the negative protection print or duplicate tape. Damage to any of these materials and drawings which have already been photographed and for which satisfactory negative film exists shall not result in a loss under this policy unless the corresponding negative film is also damaged, requiring reproduction of the materials as well as of the film.
 - (b) Unless otherwise endorsed hereon, it is represented by the Insured that unprocessed negative films will not be accumulated by the Insured for shipment or processing in excess of a period of three (3) shooting days, or five (5) consecutive days, whichever is less. In any claim, action, suit or other proceeding to enforce a claim for loss or damage hereunder, the burden of proving that such loss or damage does not fall within this representation and is not a violation of this representation shall be solely upon the Insured.
 - (c) It is represented by the Insured that cameras, lenses and related equipment are fully tested and proved to be in sound working condition for the purpose it is intended to be used at commencement of filming or taping of any insured production, in accordance with the highest standards of Industry practice.
 - (d) In case of transfer from Negative to Video, or of any other change of format, it is warranted that the Insured produces a Protection Print of the Negatives prior to such transfer or change of format.



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C. Props, Set and Wardrobe

Where specified in the Schedule as having Props, Set and Wardrobe coverage then, but not otherwise, the following terms shall apply:

1. DUA will cover loss and/or damage to the interest detailed in the Schedule and only for the geographic area defined in the Schedule in the manner herein provided.
2. DUA's limit of Liability shall be as defined in the Schedule and in the Basis of Valuation in below but in no case shall the indemnity under this Policy exceed in the aggregate the Sum Insured in the Schedule.
3. Subject to the exclusions below and in the section headed What Is Not Covered By This Contract Of Insurance DUA will cover for accidental direct physical loss or damage to the property described in the Schedule.
4. The Insured warrants that any vehicle or place of storage is at all times securely locked when not in use and/or not attended.
5. Average Clause - This policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be greater value than the Sum Insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

Exclusions In Relation To Section C

6. In addition to the general exclusions in the section headed What Is Not Covered By This Contract Of Insurance in no case will this Insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:-
 - (a) Flood, whether naturally or artificially caused, being the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal, or dam, or by rainwater run off over the surface of the land, unless caused by blocking failure or inadequacy of any storm water drain or street gutter.
 - (b) The sea, tidal wave or high water, or by the Insured interest being damaged by water resulting from being exposed to the open air.
 - (c) Theft or misappropriation by hirers and or their employees.
 - (d) Loss or damage by theft from an unoccupied premise or vehicle, unless directly resulting from violent or forcible entry to such premise or vehicle, except when the said premises are the Venue of Performance, Rehearsal or Recording, when theft cover without violent or forcible entry shall be granted, provided that all reasonable and practical steps to prevent theft have been taken.
 - (e) Loss or damage arising from wear and tear, gradual deterioration, moth, vermin, woodworm, or from any process of cleaning, repairing, dyeing or restoring any article.
 - (f) Loss or damage arising from electrical & mechanical derangement, unless such derangement is caused by any external means (not otherwise excluded under this insurance), or the apparatus is damaged at one and the same time. Breakage of valves and or transistors in electronic equipment, unless such breakage is caused by any external means (not otherwise excluded under this insurance), or the apparatus is damaged at one and the same time.
 - (g) Delay, loss of market, indirect or consequential loss of any kind.
 - (h) Breakage of strings, and or reeds and or drumheads.
 - (i) Climatic and or atmospheric conditions and/or extremes of temperature.
 - (j) Unexplained or inventory shortage or disappearance resulting from clerical or account errors or any other mysterious and unexplained causes.
 - (k) Faulty materials within the insured item or faulty workmanship performed on the insured item.
 - (l) Fraudulent or dishonest acts, fraudulent misappropriation, embezzlement and or forgery by or on behalf of the insured.



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- (m) The Insured's interests in any premises having become unoccupied and remaining unoccupied for a continuous period of thirty (30) days.
- (n) Electronic Date Recognition Clause: This Policy excludes loss or damage caused by, resulting from, contributed to or made worse by the failure of any owned or non-owned:-
 - i. computer system, computer equipment, hardware, program or software: or
 - ii. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment.
- (o) to correctly recognize any date as its true or correct date. Losses which ensue from such failure are only insured against if they are caused by or result from fire, lighting, explosion, aircraft or vehicular impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strikes, civil commotion, vandalism, malicious mischief, theft or freezing of plumbing or sprinkler systems. The endorsement also excludes costs or expenses you incur to repair or modify any:
 - i. computer system, computer equipment, hardware, program or software: or
 - ii. computer equipment or non-computer equipment containing a micro-chip, integrated circuit or similar device in order to correct deficiencies or failures of logic or operation.

Basis Of Valuation – Section C

- 7. The "Value" on which settlement will be based shall be the cost of replacing the Lost or Damaged item with a new one of equal standard up to the limit provided in the schedule. (Subject to all other Policy Conditions herein.)
- 8. In the event of partial loss or damage to any item insured the amount of loss shall be the cost and expense of restoration plus any exceeding the Value of that item. (Subject to all other Policy Conditions herein.)
- 9. In the event of loss of or damage to any insured property which has a special or increased value by virtue of forming part of a pair or set, any indemnity under this insurance shall not take account of any such special or increased value but shall only be a proportional part of the value of the pair or set.
- 10. Following the payment of the full amount insured for any item, pair or set, the underwriters will become the full owners, and reserve the right to take possession of the item, pair or set.

D. Miscellaneous Film Equipment

Where specified in the Schedule as having Miscellaneous Film Equipment coverage then, but not otherwise, the following terms shall apply:

- 1. DUA will cover loss and/or damage to the interest detailed in the Schedule and only for the geographic area defined in the Schedule in the manner herein provided.
- 2. DUA's limit of Liability shall be as defined in the Schedule and in the Basis of Valuation in below but in no case shall the indemnity under this Policy exceed in the aggregate the Sum Insured in the Schedule.
- 3. Subject to the exclusions below and in the section headed What Is Not Covered By This Contract Of Insurance DUA will cover for accidental direct physical loss or damage to the property described in the Schedule.
- 4. The Insured warrants that any vehicle or place of storage is at all times securely locked when not in use and/or not attended.
- 5. Average Clause - This policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be greater value than the Sum Insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.



Exclusions In Relation To Section D

6. In addition to the general exclusions in the section headed What Is Not Covered By This Contract Of Insurance in no case will this Insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:-
- (a) Flood, whether naturally or artificially caused, being the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal, or dam, or by rainwater run off over the surface of the land, unless caused by blocking failure or inadequacy of any storm water drain or street gutter.
 - (b) The sea, tidal wave or high water, or by the Insured interest being damaged by water resulting from being exposed to the open air.
 - (c) Theft or misappropriation by hirers and or their employees.
 - (d) Loss or damage by theft from an unoccupied premise or vehicle, unless directly resulting from violent or forcible entry to such premise or vehicle, except when the said premises are the Venue of Performance, Rehearsal or Recording, when theft cover without violent or forcible entry shall be granted, provided that all reasonable and practical steps to prevent theft have been taken.
 - (e) Loss or damage arising from wear and tear, gradual deterioration, moth, vermin, woodworm, or from any process of cleaning, repairing, dyeing or restoring any article.
 - (f) Loss or damage arising from electrical & mechanical derangement, unless such derangement is caused by any external means (not otherwise excluded under this insurance), or the apparatus is damaged at one and the same time. Breakage of valves and or transistors in electronic equipment, unless such breakage is caused by any external means (not otherwise excluded under this insurance), or the apparatus is damaged at one and the same time.
 - (g) Delay, loss of market, indirect or consequential loss of any kind.
 - (h) Breakage of strings, and or reeds and or drumheads.
 - (i) Climatic and or atmospheric conditions and/or extremes of temperature.
 - (j) Unexplained or inventory shortage or disappearance resulting from clerical or account errors or any other mysterious and unexplained causes.
 - (k) Faulty materials within the insured item or faulty workmanship performed on the insured item.
 - (l) Fraudulent or dishonest acts, fraudulent misappropriation, embezzlement and or forgery by or on behalf of the insured.
 - (m) The Insured's interests in any premises having become unoccupied and remaining unoccupied for a continuous period of thirty (30) days.
 - (n) Electronic Date Recognition Clause: This Policy excludes loss or damage caused by, resulting from, contributed to or made worse by the failure of any owned or non-owned:
 - iii. computer system, computer equipment, hardware, program or software: or
 - iv. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment.

to correctly recognize any date as its true or correct date. Losses which ensue from such failure are only insured against if they are caused by or result from fire, lighting, explosion, aircraft or vehicular impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strikes, civil commotion, vandalism, malicious mischief, theft or freezing of plumbing or sprinkler systems.

The endorsement also excludes costs or expenses you incur to repair or modify any:

- iii. computer system, computer equipment, hardware, program or software: or
- iv. computer equipment or non-computer equipment containing a micro-chip, integrated circuit or similar device

in order to correct deficiencies or failures of logic or operation.



Basis Of Valuation – Section D

7. The “Value” on which settlement will be based shall be the cost of replacing the Lost or Damaged item with a new one of equal standard up to the limit provided in the schedule. (Subject to all other Policy Conditions herein.)

8. In the event of partial loss or damage to any item insured the amount of loss shall be the cost and expense of restoration plus any exceeding the Value of that item. (Subject to all other Policy Conditions herein.)

9. In the event of loss of or damage to any insured property which has a special or increased value by virtue of forming part of a pair or set, any indemnity under this insurance shall not take account of any such special or increased value but shall only be a proportional part of the value of the pair or set.

Following the payment of the full amount insured for any item, pair or set, the underwriters will become the full owners, and reserve the right to take possession of the item, pair or set.

E. Public and Products Liability

Indemnity Clause

We will indemnify You against claims for Compensation in respect of Injury of Damage happening during the Period of Insurance and caused by an event in connection with Your Business. Our liability in respect of any one Occurrence will not exceed the Sum Insured. Where such an event has been caused, the Insurer will honour the claim only if it has first taken place after the Retroactive Date.

Supplementary Payments Clause

In addition, with respect only to liability falling within the indemnity provided by the Indemnity Clause, the Companies will also make Supplementary Payments as provided by this Supplementary Payments Clause. Should the Insured’s established or agreed liability for Compensatory Damages exceed the applicable Limit of Liability stated in the Schedule, the Companies will only pay that percentage of Supplementary Payments which that Limit of Liability bears to the amount of liability for Compensatory Damages. Under no circumstances will the total of Supplementary Payments exceed an amount equal to 50% of the applicable Limit of Liability.

Limits Of Liability Clause

The Limit of Indemnity is the amount stated in the Schedule. This is the maximum amount the Insurer will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, the Insurer’s total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity. You must pay the amount shown in the Schedule as the Excess in respect of each claim for Property Damage.

Definitions

For all purposes of this Policy:

1. “The Insured” includes:
 - (a) the Named Insured stated in the Schedule together with all Related Entities as defined in the Corporations Act 2001 (Cth);
 - (b) any Director, Officer or employee of any entity described in clause 1(a) above, or their personal representative, but only while acting within the scope of their duties in that capacity;
 - (c) any Principal of the Named Insured or a Related Entity, but only in respect of liabilities arising out of the performance by the Insured or Related Entity of work for such Principal, and then only to the extent required by the relevant contract.



2. "Personal Injury" means:
- (a) bodily Injury, sickness, disease or disability, including resultant death;
 - (b) false arrest or false imprisonment, wrongful detention or wrongful eviction, malicious prosecution or humiliation;
 - (c) malicious falsehood, defamation or breach of the right to privacy; or
 - (d) trespass to the person, assault or battery, not committed by or at the Insured's direction unless for the purpose of preventing or eliminating imminent or present danger to persons or property happening during the Period of Insurance.

The Occurrence out of which a Claim for Personal Injury involving a latent or gradual onset injury, sickness, disease or disability arises, shall be deemed to have first taken place on the date such injury, disease, sickness or disability, as the case may be, was first medically diagnosed.

3. "Property Damage" means physical injury to or destruction of tangible property, including the resultant loss of use of that damaged or destroyed property. The Occurrence, which gives rise to a Claim for Property Damage, which consists of latent damage or gradual deterioration, shall be deemed to have first taken place on the date such latent damage or deterioration was first discovered by the person making the Claim.
4. "Occurrence" means an event, including continuous or repeated exposure to the same or similar conditions, which causes Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint.
5. "Employee" means any person employed under a contract of service, by any of the entities referred to in DEFINITIONS clause 1(a) above, and includes persons deemed by Common Law, or by the operation of any Statute, ordinance or regulation, to have been so employed.
6. "Medical Persons" means:
- (a) registered nurses and first aid attendants, legally qualified as such in Australia; and
 - (b) medical practitioners and dentists, not in the employ of the Insured, who are legally qualified as such in Australia.
7. "Insured's Products" means anything, after it has ceased to be in the Insured's possession or under the Insured's control, which is manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured (including any container other than a vehicle).
8. "Vehicle" means any form of mobile, mechanically powered conveyance, which may be used for the transportation of goods or persons by land, sea, air or under the ground. It includes all such machines, which are intended wholly or partially for recreational purposes, but does not include any plant or equipment while it is being used as such and is neither being used for haulage nor is in transit to or from or within work site.
9. "Pollution" means the discharge, dispersal, release or escape of smoke, vapour, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or any other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
10. "Policy" means the contract of insurance between the Named Insured and the Insurer, as embodied in the Proposal, the Schedule, this policy text and all Endorsements and Memoranda attached to and agreed to form part of it, but does not include any Statutory Notices required to be provided in connection with it or any legislative provisions to which its operation may be subject.
11. "Retroactive Date" means the date specified as such in the Schedule or the Commencement Date of this Policy, whichever is the earlier. If no Retroactive Date is specified or the words "nil", "not applicable" or words of similar effect appear, the Retroactive Date is the Commencement Date.
12. "Insured's Business" means all the activities referred to as such in the Schedule.
13. "Claim" means the positive assertion by another person or organisation of a legal entitlement to compensatory damages from an Insured, addressed in writing to the Insured and expressed in terms which indicate an intention to pursue it.
14. "Limit of Liability" and "Sub-Limit of Liability" mean the amounts specified as such in the Schedule, where applicable.



15. "Commencement Date" means the date specified in the Schedule as the first calendar day of the Period of Insurance; "Expiry Date" means the last calendar day of the Period of Insurance.
16. "Period of Insurance" means the period during which the cover provided by this Policy is in force, beginning at 4.00 pm on the Commencement Date and concluding at 4.00 pm on the Expiry Date.
17. "The Insurer" means the entity referred to as such in the Schedule.
18. "Compensatory Damages" means civil damages, other than punitive, exemplary or aggravated damages, fines or penalties, which an Insured may become liable to pay or may with the Insurer's consent agree to pay, to a claimant in connection with a Claim, and includes all charges, expenses and legal costs of the claimant for which the Insured may also become liable or may so agree to pay.
19. "Supplementary Payments" means all charges, expenses and legal costs, incurred by the Insurer or by the Insured with the written consent of the Insurer, in connection with the investigation, defense or settlement of Claims.

Exclusions

This insurance does not apply to:

1. Any liability which an Insured may incur, whether under the provisions of any Worker's Compensation legislation, industrial award, agreement or determination or otherwise, toward any Employee of that Insured for Personal Injury suffered by that Employee.
2. Liability for Property Damage to:
 - (a) property owned, leased or hired by the Insured, except for leased premises where the damage is caused by fire, explosion, water leakage or Vehicle impact;
 - (b) property in the Insured's physical or legal control, except for property of the Insured's Employees, or Vehicles which are not used by or on the Insured's behalf but which are damaged whilst in the Insured's car park, provided that the Insured's Business does not include ownership or operation of a car park for reward.
3. Liability for Property Damage to the Insured's Products, if such damage is attributable to any defect or deficiency in those Products or their harmful nature or unsuitability.
4. Any Claim for performance of the Insured's obligations under any contract, including an agreement to indemnify any other person or organisation against a loss or liability, or for damages for the Insured's failure to perform such an obligation. This includes but is not limited to contractual obligations toward others arising out of or involving injuries to the Insured's Employees. This decision, however shall not apply to statutory warranties, or to any liability for Personal Injury or Property Damage which would nevertheless have been imposed upon the Insured even in the absence of such a contractual obligation.
5. Damages claimed for the withdrawal, recall, inspection, repair, replacement or loss of use of the Insured's Products, or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.
6. Any liability arising out of the ownership, maintenance, operation or use by an Insured of any Vehicle.
7. Any liability arising out of or in connection with the provision of, failure to provide or any error or omission in connection with, professional advice or services, including but not limited to plans, designs, specifications, recommendations or instructions and irrespective of whether or not a fee is charged for the advice or service, on the part of any Insured. This Exclusion, however, shall not apply to:
 - (a) the rendering of or failure to render professional medical advice or assistance by medical persons employed by the Insured to provide first aid and/or other medical services on the Insured's premises;
 - (b) commercial representations or recommendations, manuals, standard operating directions or instructions for use, made or issued in connection with the Insured's Products; or
 - (c) errors in design, formulation, specification or preparation of the Insured's Products, before they have ceased to be in the Insured's possession or under the Insured's control.



8. Any liability, of whatever nature and however arising, directly or indirectly arising out of or in connection with Pollution, including but not limited to the prevention, clean up or containment of it, any Personal Injury or Property Damage caused by it and the remediation of any environment affected by it, provided, however, that this Exclusion shall not apply where the Insured has proved, on the balance of probabilities, that the discharge, dispersal, release or escape involved:
 - (a) did not occur gradually over a period of time but suddenly, at an identifiable point in time; and
 - (b) as entirely unexpected, unintended and fortuitous from the standpoint of the Insured.
9. Any liability established in legal proceedings made or prosecuted against an Insured in any court of any jurisdiction within the United States of America or Canada, their territories, protectorates or other dominions, including proceedings brought in any jurisdiction to enforce any judgment obtained in such a court.
10. Any liability arising out of or in connection with Personal Injury or Property Damage (including loss of use of property) directly or indirectly arising out of or in connection with:
 - (a) the mining, processing, transportation, distribution, processing and/or storage of asbestos or asbestos-related products;
 - (b) any process or procedure for the extraction, removal, disposal, treatment or control of asbestos, or for the decontamination or remediation of property affected by asbestos.
11. Any liability arising out of any defamatory publication or utterance or malicious falsehood:
 - (a) made prior to the commencement of the Period of Insurance; or
 - (b) made at the Insured's direction with knowledge of its falsity or reckless disregard for its or truth or falsity; or
 - (c) made in connection with advertising, broadcasting, telecasting or publishing activities conducted by or on the Insured's behalf.
12. Any liability directly or indirectly arising out of or in connection with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This includes expropriation, seizure, confiscation, nationalisation, damage or destruction of the Insured's Products or of any other Property, by or under the order of any defacto or de jure government or authority.
13. Liability directly or indirectly arising out of or in connection with ionising radiation or contamination by radioactivity from any man-made source.

Conditions

1. The Insured must give written notice, to DUA via claimsnotification@dominionunderwriting.com of every Claim or Occurrence out of which a Claim might reasonably be expected to arise, as soon as reasonably possible after the Insured itself becomes aware of that Claim or Occurrence.
2. The Insured shall not without the Insurer's consent in writing make any admission, offer, promise, payment or settlement in connection with any Occurrence or Claim and the Insurer, if it so desires, shall be entitled to take over and conduct on behalf of the Insured and in its name the investigation, defense, negotiation or settlement of any Claim, in such manner and upon such terms as they may consider appropriate.
3. The Insured shall use their best endeavours to preserve any property, Products, equipment or other evidence which might prove relevant, necessary or useful in connection with the investigation of any Occurrence or the negotiation, defence or settlement of any Claim and, so far as may be reasonably practicable, no alternation, disposal or repair shall be effected without the Insurer's consent, until the Insurer has had full opportunity to inspect and preserve any evidence.



4. The Insurer shall be subrogated to and shall be entitled to prosecute in the Insured's name, at its own expense and for its own benefit, any cause of action (including a claim for contribution or indemnity) which the Insured may have against any other person or organisation, arising out of an Occurrence which has given rise to a Claim in respect of which indemnity for Compensatory Damages or a Supplementary Payment has been provided by the Insurer under this Policy. It is not a requirement of the pursuit of subrogation, under this Condition, that actual payment first be made by the Insurer.
The Insured shall do nothing to restrict, compromise, prejudice or limit the Insurer's rights of subrogation after an Occurrence. If the Insured does anything of the sort, including entering into any compromise or release of liability with any other party, the Insurer may adjust the indemnity for Compensatory Damages and any Supplementary Payments provided under this Policy by the monetary equivalent of the prejudice caused to them. The Insurer shall have first right to the proceeds of any such recovery action but shall account to the Insured for any amount which they may recover, in excess of the total amount of indemnity for Compensatory Damages and Supplementary Payments paid under this Policy, after deduction of the Insurer's costs of recovery.
5. The Insurer shall have full discretion in the conduct of the investigation, defence, negotiation or settlement of any legal proceedings, in connection with any Claim or any subrogation recovery, and the Insured shall provide all necessary information, cooperation and assistance as the Insurer may reasonably require in connection with any Claim or recovery. This shall be at the Insured's own expense, except that the Insurer shall promptly reimburse the Insured for any out of pocket expenses, other than remuneration, lost profits or opportunity costs, incurred in the provision of such information, cooperation or assistance.
6. In the event of an Occurrence, the Insured shall promptly take at its own expense all reasonable steps to prevent or to mitigate Personal Injury or Property Damage, arising from that Occurrence or similar Occurrences, and to reduce the likelihood of Claims. Under no circumstance shall the expense of complying with this condition be recoverable under this Policy.
7. In respect of all Claims directly or indirectly arising out of one source or original cause, the Insurer may at any time tender to the Insured the balance of the Limit of Liability in respect of those Claims, or such lesser amount as the persons making the Claims are willing to accept, at that time, in full and final settlement. The Insurer shall then be under no further liability under this Policy in respect of those Claims, except for:
 - (a) charges, expenses and legal costs which may subsequently be recoverable from the Insured only in respect of the period prior to the date on which the Limit of Liability was tendered; and
 - (b) charges, expenses and legal costs incurred by the Insured, with the Insurer's written consent, prior to that date.
8. The Insured shall take all reasonable precautions to prevent Personal Injury and Property Damage from arising out of or in connection with its Business, and shall comply with and ensure that its Employees, contractors, agents and other representatives comply with all statutory obligations, Codes, bylaws or regulations which may be applicable to the Business from time to time. In particular, and without limiting the generality of the foregoing, the Insured shall at its own expense take all reasonable steps to trace, recall and/or modify any of its Products which it knows or has reason to suspect may contain any defect or deficiency which may render them injurious to persons or property, and shall comply promptly with all statutory obligations which may be imposed upon it in this regard.
9. Each of the persons or entities comprising the Insured shall be treated, for the purposes of this Policy, separately and distinctly from all of the others and the word "Insured" shall be applied to them in the same manner as if a separate policy had been issued to each, however under no circumstances shall this Condition operate in such a manner as to increase the Insurer's Limit of Liability or any Sub-Limits, beyond those which would apply if there were only a single Insured.



10. This Policy also insures the liability of any Principal of the Insured, arising out of the performance by the Insured of any work for such Principal, but only to the extent required under the relevant contract and subject always to the Limits of Liability and to the other terms, Conditions and Exclusions of the Policy. In the case of any conflict between the terms of the relevant contract and this Policy, this Policy shall prevail.
11. The Insured must ensure payment of the premium specified in the Schedule to the Insurer within sixty days of the commencement of the Period of Insurance.
12. The insured must provide the Insurer, as soon as reasonably practicable, with written notice of every change which materially varies or alters any of the facts or circumstances, relating to any of the parties falling within the definition of the Insured or to the Insured's Business, as they were disclosed in the Proposal or known to the Insurer at the commencement date of this Policy. This includes the entry by an Insured, after the commencement of the Policy, into any contract, arrangement or understanding, which may limit its legal rights against any other party, to which the Insurer might otherwise be subrogated. In the event of such a material change, the Insurer reserves the right to cancel or to amend the terms of this Policy, as it may consider appropriate, or to charge such additional premium as may be reasonable in the circumstances. If the Insured does not provide notice of a material change sufficiently before the happening of an Occurrence as to give the Insurer adequate opportunity to exercise its rights under this Condition, the Insurer may refuse coverage, in whole or in part, in respect of any Claim arising out of that Occurrence.
13. In the event of any Claim for which the Insured is entitled to coverage under this Policy and also under any other policy or policies then in the event that the Insured elects to pursue its rights under this Policy the Insured must inform the Insurer of the full details of all such other insurances, and must provide all reasonable assistance to the Insurer in enforcing their rights to rateable contribution.
14. The Named Insured may cancel this Policy, on behalf of all other persons or entities falling within the definition of Insured or otherwise entitled to the benefit of the insurance, at any time by giving immediate written notice to DUA.
The Insurer may cancel this Policy by giving three business days' notice in writing to the Named Insured, in any of the circumstances permitted by Section 60 of the Insurance Contracts Act 1984 (Cth). In the event of cancellation by either party, the Insurer may retain pro-rata premium for the time on risk. In the event of cancellation by the Insured, a penalty loading of 20% of the full adjusted annual premium will also apply. When the premium is subject to adjustment, cancellation by either party will not effect the Insured's obligation to supply such information as the Insurer may reasonably require for the adjustment of the premium. Neither will cancellation effect the Insured's obligations to pay the amount of the adjustment, as applied to the pro-rata premium.
15. The Insurer shall be permitted but not obliged to inspect the Insured's Business and operations at any time. Neither the Insurer's right to make inspections nor the making of any inspection nor any report of an inspection shall constitute any form of undertaking, acknowledgement or representation regarding the safety or appropriateness of the Insured's Business or the manner in which it is being carried on, or a waiver of any of the Insurer's other rights. The Insurer may examine and audit the Insured's books and records at any time during the Period of Insurance, including any renewals or extensions of it, and within three years after the final renewal has concluded, in so far as they may relate to the subject matter of the insurance.
16. Should the premium for this Policy or any renewal have been calculated on estimates furnished by the Insured, and subject to adjustment at the end of the Period of Insurance, then the Insured must keep accurate records and all necessary evidence of all particulars required to enable the adjustment to be promptly and efficiently calculated, and must permit the Insurer to inspect this evidence at such times and in such manner as they may reasonably require. Within thirty days of the expiry of each Period of Insurance the premium for which is subject to adjustment, the Named Insured shall furnish to Dominion Underwriting Agents Limited, which shall receive it on behalf of the Insurer, a statement containing full particulars and supporting information required to calculate the adjustment.
The premium for the expired Period of Insurance shall then be adjusted accordingly and any extra premium or return premium required shall be paid by or credited to the Named Insured, as the case may be, within thirty days. Nothing in this Condition precludes the retention, by the Insurer, of any minimum premium applicable to the relevant Period of Insurance.



17. This Policy shall, at all times and in all respects, be governed by and subject to the laws of the Commonwealth of Australia, including but not limited to the Insurance Contracts Act 1984 (Cth), and the Insured and the Insurer agree to submit to the jurisdiction of competent Australian Courts in relation to all matters arising under or in connection with it. This Condition shall not preclude the parties from agreeing to submit any dispute to Arbitration, or to any other form of Alternative Dispute Resolution, after it has arisen.

Recreational Motor Vehicles / Watercraft Endorsement

Attached to and forming part of the Policy Number:

It is hereby agreed and declared that, with effect from the date of this Endorsement, Definition 8 "Vehicle" is wholly deleted and replaced by the following:

"Vehicle" means any form of mobile, mechanically powered conveyance, which may be used for the transportation of goods or persons by land, sea, air or under the ground. It does not include any such device [which travels only on the ground] [which travels only on water], which is used only for competitive, sporting or recreational purposes and which is not required to be registered under the laws of any Australian State or Territory. Neither does it include any plant or equipment while it is being used as such and is neither being used for haulage nor is in transit to or from or within any work site."

Inefficacy Endorsement

Attached to and forming part of the Policy Number:

It is hereby declared that the Companies will not be liable for claims arising out of or in connection with Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with the failure of the Insured's Products to detect, prevent, retard, alleviate, eliminate or cure illness or injury to person or loss of or damage to property which the Insured's Products are designed, intended, represented, warranted or agreed to do or achieve.

Claims and what DUA will pay under a Claim Accepted

1. If You make a claim under this Policy, part of that claim must be paid by You (the "Deductible" or "Excess"). The Excess is detailed in the Schedule, or may be detailed in the provisions of this Policy detailing specific types of cover, and will be deducted from any amount payable by DUA under this Policy.
2. If anything happens or an Event occurs which may result in a claim being made on this Policy, then as soon as You know about that Event You must:
 - (a) Do as much as You can to minimise any Loss or Liability and prevent further damage, Loss or Liability;
 - (b) Report any burglary, theft, vandalism or intentional or malicious damage to the police;
 - (c) Tell DUA or its agent immediately;
 - (d) Do as much as You can to obtain details of any other persons, property, party or any other item involved and also any witnesses involved;
 - (e) Tell DUA immediately if any information or assistance is asked for or any communication or documentation is received by You.
3. Unless DUA agrees You must not:
 - (a) Incur any cost or expense in connection with the claim;
 - (b) Dispose of any item or property, which is part of the claim;
 - (c) Start repairs or replace any item unless necessary to minimise the Loss or prevent further Loss as detailed above;
 - (d) Negotiate or pay or settle or admit or deny any claim or admit any liability or guilt;
 - (e) Start any legal proceedings;
 - (f) Pass or abandoned any item of property to DUA or any other party unless agreed to by DUA;
 - (g) Do anything, which may prejudice DUA's ability to defend a claim made against You or to recover any part of any Loss from any person or party responsible.



4. If DUA so requires You must:
 - (a) Authorise any other party to provide personal information about You in connection with Your claim to us;
 - (b) Complete any claim form and return it to DUA within any period requested;
 - (c) Allow DUA to inspect the property involved in any claim;
 - (d) Provide a statutory declaration to confirm the Loss or Liability claimed and submit to cross-examination under oath if DUA so requires;
 - (b) Provide any information or help as DUA may reasonably require to support the claim.
5. If DUA accepts a claim, DUA is entitled to act in Your name and on Your behalf in relation to that claim at our cost. DUA can also retain any property that DUA have paid a claim for or dispose of it and be entitled to keep the proceeds of any sale. DUA is also entitled to take over any legal rights You may have in relation to the recovery under this Policy for Your Loss and is able to exercise such rights for DUA's benefit. Any such action or exercising of legal right will be at DUA's cost including any amount payable to You but You must agree to assist if DUA reasonably requires it and provide any information DUA reasonably requests.
6. **Maximum Amount Payable/Limit Of Liability:** The Limit of Liability for each and aggregate Claim stated in the Schedule or any applicable endorsements is the limit of DUA's liability, in excess of the Deductible, with respect to any Claim during the Period of Insurance including any extensions or discovery period. The aggregate Limit of Liability stated in the Schedule, Declaration or any applicable Endorsements is the total limit of DUA's liability for any and all Claims during the Period of Insurance, including any extensions or discovery periods, for any and all Claims arising out of an Insured Production.
7. If more than one Insured Production is shown in the Schedule or endorsed onto this Policy, the Limit of Liability and Deductible shall apply separately to each Insured Production.
8. For the purposes of determining and applying this Limit of Liability and Deductible, a series of episodes for television, cable or other release shall be considered one Insured Production.
9. The Limits of Liability stated in the Declarations shall not increase even if a Claim is made against more than one Insured.
10. The Deductible stated in the Schedule or Declarations shall be borne by the Insured and not otherwise covered by this insurance and shall apply separately to each Claim.
12. **Excess/Deductible:** The Excess detailed in the Schedule or Declarations will be deducted from the amount of the Loss for each Claim except where a different Excess figure (including a nil Excess) is detailed elsewhere in this Policy wording.
13. **Appraisal -** If the Insured and DUA do not agree on the amount of the loss, either may make a written demand for an appraisal of the loss. When this occurs, each will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will then appraise the loss, stating separately the value at the time of the loss and the amount of the loss. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding. The Insured and DUA will equally share any other appraisal expenses and the expense of the umpire. Even though DUA may submit to an appraisal, DUA will retain their right to deny the claim.



14. Stop Date Loss - If as a result of delay in completing the original shooting schedule of a declared production the Insured has to honor the termination date contained in a performance contract, such loss (referred to as a stop date loss) is not covered, except to the extent that it is directly related to a loss insured under this policy, as further defined below.
DUA's participation in a stop date loss will be governed by consideration of the following:
- (a) if the need to incur the stop date loss is solely and directly the result of an insured loss, the stop date loss will be recoverable in full;
 - (b) If the need to incur the stop date loss arises in part by reason of an insured loss and also arises in part by an uninsured occurrence so that it can reasonable 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
 - (c) If the need to incur the stop date loss is in no way connected with an insured loss, no part of the stop date loss will be recoverable;
 - (d) All coverage's afforded by this Policy are subject to the provision that the contract term is sufficiently longer than the Insured's original scheduled time for completing Principal Photography so as to allow a reasonable margin of safety to cover possible delay in completing Principal Photography.
15. Pair, Set or Parts - In the event of loss or damage to:
- (a) Any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, and such loss or damage shall not necessarily be construed to mean total loss of the pair or set or;
 - (c) Any part of property covered consisting, when completed for use, of several parts, DUA shall only be liable for the value of the part lost or damaged.
16. Property of Others - DUA may adjust losses with the owners of lost or damaged property, if other than the Insured. If DUA pays the owners, such payments will satisfy the Insured's claims against DUA for the owners' property. DUA will not pay the owners more than their financial interest in the insured property. DUA, at its own expense and within the applicable limits of liability, may also elect to defend the Insured against suits arising from claims of owners of property.
17. No Benefit to Carrier or Bailee - No person or organisation having custody of insured property will benefit from this insurance, other than the Insured. If in the event of loss, damage, expense or liability the Insured shall acquire any rights of action against any individual, Firm or corporation for loss, damage, expense or liability covered hereunder, the Insured will, if requested by DUA, assign and transfer such claim or right of action to DUA or, at DUA's option, execute and deliver to DUA the customary form of loan receipt upon receiving an advance of finds in respect of such loss, damage, expense or liability, and will subrogate DUA to, or will hold in trust for DUA, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of DUA.
18. In the event of a loss hereunder, this policy shall pro-rate any loss or expense with any other insurance covering the same loss (other than life insurance).
19. All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of DUA. No loss shall be paid or made good if the Insured has collected the same from others.



What Is Not Covered By This Insurance

1. Merchandising, unless specifically endorsed onto this Policy;
2. The “colorization” of any “black-and-white” film product, unless endorsed onto this Policy
3. The actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
 - (a) At or from any premises, site of location, which is or was at any time owned or occupied by, or rented or loaned to, any Insured.
 - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured for any person or organisation for whom the Insured may be legally responsible; or
 - (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured’s behalf are performing operations:
 - (e) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (f) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs 3.a and 3.d.i do not apply to pollutants arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

4. Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid gaseous or thermal irritant or containment, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. Any multiplication of amounts payable under this Policy, imposed by law; or
6. Any dishonest, fraudulent or malicious act or failure to act, or resulting from any fraudulent, dishonest, or criminal act(s) committed alone or in collusion with others by any employee, officer, director, partner, trustee or any other authorized representative of the Insured (whether or not such act(s) be committed during regular business hours, or others to which the property covered hereunder may be entrusted (carriers for hire excepted).
7. Punitive or exemplary damages.
8. DUA does not cover Loss caused by any act of terrorism, which means an act including but not limited to the use of force or violence or the threat of force or violence of any person or groups of persons whether acting alone or on behalf of or in connection with any organization or government which, by its nature or context, is done for or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government or to put fear into the public or any section of the public;
9. DUA does not cover Loss arising from nuclear weapons, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste which results from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel or the use or handling of radioactive material including the use of nuclear reactors, particles accelerators or generators, the transportation of radioactive material or any other use handling or transportation of any weapon or expose of device that employs nuclear fission or fusion.
10. DUA does not cover Loss arising from war, invasion, act of foreign power, war-like operations, whether war has been declared or not;



11. DUA does not cover Loss arising from civil war, rebellion, revolution, insurrection, military or usurped power;
12. DUA does not cover Loss arising from any confiscation, acquisition, Loss or damage by order of any government, local body or authority;
If any uninsured event occurs before, concurrently with or after the happening of an Insured event and directly or indirectly causes or in any way contributes to cause a loss as defined herein under the terms of this Policy, then the portion of any such loss so contributed to by the uninsured event shall not be a loss recoverable hereunder. Any consequential loss or damage which the Insured may suffer by reason of claims by third parties for failure of the Insured to fulfill any contract is hereby excluded.

Other Important Information and Terms

Disclosure

1. When applying for insurance, You have a general legal duty of disclosure. You must tell DUA everything that may be relevant to DUA's decision to issue, renew or alter this contract of insurance. All statements and representations must be true and correct. All benefits under this Policy will be forfeited if any claim under this Policy is in any respect fraudulent.
2. If You are not sure whether to disclose a fact to DUA, You should discuss the situation with DUA or your broker.

Breach of Terms

3. No claim will be payable under this Policy if any person entitled to any benefit under the Policy breaches any of the terms and conditions set out in this contract of insurance.

Change of Circumstances

4. You must advise DUA of any change of circumstances relevant to the Policy as soon as You are aware of the change of circumstances and any such information which may effect DUA's decision whether or not to provide or renew insurance to You and on what terms.
5. A change of circumstance includes, but is not limited to, Yourself or any person entitled to a benefit under this Policy committing, being charged with or convicted of any criminal offence but not including traffic offences or any other matter which may increase the risk insured by this Policy or alter the risk insured by this Policy.

Reasonable Care

6. You must ensure that You take all reasonable steps to prevent Loss and avoid circumstances, which may result in a claim.

Contract Terms and Prior Arrangement

7. All of the coverage's afforded under this policy are subject to the provision that all contract terms for performance services, use of facilities, property, equipment and supplies are sufficiently longer than the Insured's original scheduled time for completion of a declared production so as to allow a reasonable margin of time to cover possible delay in completing a declared production.
Further the Insured must demonstrate that all material arrangements, for the Insured productions have been made, including but not limited to having obtained any required licence or permit.

Protection of Property

8. In case of loss, it shall be lawful and necessary for the Insured or their factors, servants and assigns, to sue, labour, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the DUA in recovering, saving and preserving the property insured, in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and DUA proportionately to the extent of their respective interest.



Abandonment of Property

9. There can be no abandonment of any property to DUA unless specifically provided for in this Policy to the contrary.

Access to Records and Examination Under Oath

10. DUA or its authorised representatives shall have access to all accounts, contracts, invoices and records of the Insured relating to any declared production at all times during the terms of this policy or while a claim is pending, at such reasonable time and place as may be designated by DUA or its representatives. The Insured as often as may be reasonably required shall submit, and so far as within their power cause all other persons interested in any such declared production and their employees to submit, to examination under oath by DUA or its representatives. No such examination under oath or examination of books or documents, nor any other act of DUA or its representative in connection with the investigation of any claim hereunder, shall be deemed to waiver of any defence which DUA might otherwise have with respect to any claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to DUA's liability.

Inspection

11. DUA shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither DUA's right to make inspections thereof nor any report thereon shall constitute an undertaking on behalf or for the benefit of the Named Insured or others, and shall not commit or obligate DUA in any manner whatsoever.

Time Limitation Suit

12. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the Insured has fully complied with all the requirements of this policy, and unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state, province or country within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state, province or country.

Governing Law

13. This Policy and the contract of insurance are governed by the laws of Australia. Any dispute in relation to the contract of insurance can only be determined by the courts of Australia. The terms and conditions of this Policy are always subject to the provisions of the Insurance Contracts Act 1984 (Cth).

Payment of Premium

14. Unless specifically agreed by DUA in the Schedule, it is acknowledged by You that no cover shall be provided under this contract of insurance until any premium is paid by You to DUA or an agent nominated by DUA.

Premium Adjustments

15. Where a premium for this policy has been calculated using estimated figures, then that premium is a provisional premium only for the applicable Period of Insurance.
16. Within 30 days of the expiry of the applicable Period of Insurance, You must tell DUA what the actual figures are. DUA will re-calculate the actual premium based on those actual figures and any increase in premium will be payable by You.



Other Insurance

17. It is agreed that in the event of there being specific or other insurance, whether prior or subsequent to this Policy, directly or indirectly covering or insuring the risks Insured in this Policy, then such other insurance shall first apply and this Policy shall not be considered as contributing with such other insurance but shall pay only the difference between the amount recoverable under such other insurance and the amount of any loss covered under this Policy, not exceeding the Limit of Liability stated in this Policy. Other insurance in excess of the Limit of Liability of this Policy is permitted.

Secured Parties

18. No security holder is covered by this policy unless DUA acknowledges this in writing or as detailed in the Schedule to this Policy.
19. Payment by DUA to a party holding a security interest over the property (as advised in writing by You) will meet all of DUA's obligations under this policy for the Loss.
20. DUA is authorised to disclose Your personal information to any holder of a financial security over the property.

Notices

21. Any notice or disclosure to be given to DUA by You under this policy must be given in writing to either our head office or our approved agent.
22. Notice by DUA to You under this policy will be given by delivery in person or posted to the last postal address advised to DUA by You.

Joint Insured Parties

23. If You or The Insured as detailed in the Schedule is more than one individual then You are each jointly insured and any breach by one individual of those joint persons shall be taken as being a breach by all of them.
24. Payment under this contract of insurance to any party named in the Schedule shall constitute settlement of all of our obligations under this contract of insurance for any such claim.

Amendment

25. This Policy, the Declarations and any Endorsements, and the representations made in the Insured's Application, constitute the entire agreement and understanding of the parties and shall not be modified except in an instrument in writing signed by an authorised representative of DUA.

Assignment

26. No assignment of interest under this Policy shall be effective except when made by written Endorsement to this Policy and signed by an authorised representative of DUA.

Audit

27. DUA may examine and audit the Insured's books and records as they relate to the subject matter of this Policy at any time during the Period of Insurance and within three years after the final termination of this Policy.

Cancellation

28. This Policy may be cancelled by the Insured by mailing to DUA written notice stating when thereafter cancellation shall be effective. This Policy may be cancelled by DUA by mailing or delivering to the Insured, at the address shown in this Policy, written notice stating when not less than ten (10) days thereafter cancellation shall be effective, except that five (5) days' written notice will be given by DUA when cancellation is for non-payment of premium. The mailing of any notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of any written notice either by the Insured or by DUA shall be equivalent to mailing.
29. In the event that this Policy is cancelled by the Insured, subject to the provisions of this Policy, DUA shall retain 100% of the minimum deposit premium as detailed in the Schedule.



Costs

30. DUA shall not be liable for the cost of expenses of prosecuting or defending any Claim unless the same shall have been incurred with the written consent of DUA. The costs and expenses of prosecuting any action in which DUA shall have an interest by subrogation or otherwise shall be divided between the Insured and DUA in proportion to the amounts which they would be entitled to receive, respectively, if the action should be successful.

Payment of Deductible

31. DUA may pay any part or all of the deductible amount to effect payment or settlement of any Claim, and upon notification of the action taken, the Insured shall reimburse DUA within twenty (20) days thereafter for such part of the deductible amount as has been paid by DUA. The notice of payment of the deductible shall be sent to the Insured by mail or personal delivery, addressed to the Insured at the address set forth in this Policy and the twenty (20) day period shall begin to run from the mailing of such notice.

No Waiver

32. In the event the Insured fails to comply with any of the terms and conditions of this Policy, the disposition of any Claim or defence of any Claim by DUA shall not operate as a waiver by DUA of any rights it may have by reason of such failure.

Insolvency or Bankruptcy

33. DUA agrees that the insolvency or bankruptcy of the Insured will not release DUA from payment of any sums which the Insured shall become legally obligated to pay for which coverage is provided under the terms and conditions of this Policy.

Misrepresentation and Fraud

34. Coverage under this Policy shall be void if the Insured knowing concealed or misrepresented any material fact or circumstance concerning this insurance, or in the case of any fraud of false swearing by the Insured touching any matter relating to this insurance, whether before or after a loss. Further, if the Insured shall make any Claim knowing the same to be false or fraudulent in any manner, this Policy shall be void as respects the specific Claim and DUA shall have the right to terminate this Policy prospectively. Any act, error or omission of any Insured shall not be imputed to any other Insured for the purpose of determining applicability of this paragraph.

Statutory Provisions

35. If any term or condition of the Policy is contrary to any specific statutory provisions in the jurisdiction in which this Policy is issued to the Insured, which shall be the Insured's address shown in the Declarations, such term or condition shall be deemed to be severable and such statutory provision shall supercede and govern such term or condition, but the remaining provisions of this Policy shall remain in full force and effect.

Subrogation

36. In the event DUA makes any payment under this Policy, it shall, to the extent of such payment, become surrogated to all rights and remedies of the Insured against any other party. Upon DUA's request, the Insured shall execute all documents reasonably required by DUA, shall co-operate fully with DUA in the enforcement of such rights and remedies and at the request and expense of DUA institute and prosecute in the name of the Insured all legal proceedings deemed desirable by DUA for the enforcement of such rights and remedies.



Term of Policy

37. The term of this Policy shall be as stated in the Declarations and the Policy shall expire on the date and at the time set forth in the Declarations, or as endorsed onto this Policy. However, if this Policy is cancelled or terminated sooner than the period stated in such Declarations or endorsement(s) for any reason whatsoever, then the Period of Insurance shall expire on the date of termination or cancellation.
38. In the event that any additional Insured Production is added to this Policy by Endorsement or Declaration, this term of coverage of such additional Insured Production, but not for any other production insured under this Policy shall be the period set forth in such Endorsement or Declaration. The Term of this Policy is the same as the Period of Insurance.

Territorial Limits

39. The territory of this Policy is the entire world, unless otherwise endorsed hereon.

Policy Definitions

“Additional Insured” means a party who is Insured only with respect to Claims arising out of any act, error or omission of the Named Insured on accordance with all the terms and conditions of this Policy and only with respect to work, productions and/or services which are insured under this policy.

“Advertising and Publicising” includes promotion or any of the Insured Productions made by or under the control of the Insured.

“Business” means Your business as detailed in the schedule.

“Declaration” means any written statement of the insured whether required by DUA or not and which shall not form part of this policy.

“Defence Costs” means that party of any claim consisting of costs, charges, solicitors fees and expenses incurred in defending, investigating or monitoring legal actions, claims, or proceedings and appeals, and the cost of an appeal, attachment or similar bonds, but without any obligation on the part of DUA to apply for or furnish any such bond. Such defence costs are included within and subject to, the applicable limit of liability of the policy.

“Insured” means the Named Insured and any Subsidiaries of the Named Insured, and any employee, officer, stockholder or director of either whilst acting within the scope of their duties as such. If the named insured is a Partnership or Joint Venture, the unqualified word “Insured” also includes any partner of joint venture therein, but only with respect to their liability as such. If the services of any employee are obtained through a loan out corporation, then such corporation shall be an “Insured” under this Policy, but only for acts, errors or omissions of the loaned employee within the scope of their employment on any of the Insured Productions.

Terms **“Named Insured”** and **“Additional Named Insured”** shall be interchangeable and shall mean the parties named in the Declaration and endorsements of this Policy. However, cancellation of this Policy shall be accepted only from the Named Insured.

“Insured Production” means the specific production referred to in the application or Declaration or Schedule attached to this Policy. No other productions are covered under this Policy unless and until a separate Application for any such Production has been signed by the Insured, approved by DUA and the production is endorsed onto this Policy.

“Insured Production” means the specific production referred to in the application or Declaration or Schedule attached to this Policy. No other productions are covered under this Policy unless and until a separate Application for any such Production has been signed by the Insured, approved by DUA and the production is endorsed onto this Policy.

“Limit of Liability” means the maximum extent of DUA’s liability as detailed in the Schedule and/or Declarations

“Period of Insurance” means the period detailed in the Declarations or Schedule and any renewal further agreed to by DUA and for which You pay the applicable premium.

“Policy” means this policy wording forming part of the contract of insurance between The Insured and DUA.

“Production Cost” as used in this policy shall mean all costs charged and budgeted by the Insured directly to each Insured Production including such amount of overhead as may be directly allocated to each Insured Production. Production Costs shall not include the costs of:

1. The underlying rights and materials including story, scenario, music rights, sound rights, royalties,
2. Permanent sets, owned wardrobe, owned props, owned equipment,
3. Premiums paid for this insurance policy, interest paid on loans, and personal property taxes,
4. Talent, services or facilities provided by others and not included in the Insured’s budget for any insured production, However, the Insured may at the time of declaration specifically request that any of the above costs be included, except that the insurance premium for any given Section of the Policy may not be included in the Production Cost for that Section.

In determining costs chargeable directly to the production, any compensation for services rendered which the Insured may owe or has paid to any partner, officer, or corporate director shall not be included except as part of overhead, unless services rendered by such individuals are in the capacity of producer, director, writer, actor, or of a similar nature, the cost of which is specifically and directly related to the production.

“Schedule” is the most recent and current policy Schedule including any expiry notice or insurance renewal issued to You and includes any Declaration or other document forming part of this Policy as need be.

“Subsidiary” means a corporation of which at least 51% of the issued and outstanding capital share having the right to vote for the election for directors is owned and controlled by the Named Insured.

“Twelve Month Period” means the Period Of Insurance unless Your premium is paid quarterly or monthly or if the Period Of Insurance is more than twelve months then the Twelve Month Period is any Twelve Month Period commencing from the date this policy commenced and each Twelve Month Period thereafter.

“DUA” and/or **“us”** and/or **“our”** and/or **“we”** means Dominion Underwriting Agents Pty Limited.

“You” and/or **“Your”** and/or **“The Insured”** means the insured person(s) or party named in the Schedule.

Your insurance contract has been arranged or affected wholly or partly with an unauthorised foreign insurer that is not authorized under the Insurance Act 1973 to conduct business in Australia. Such insurers are not subject to the provisions of that Act, which establishes a system of financial supervision of general insurers in Australia.

- (a) Name of Insurer: Western Pacific Insurance Limited
Postal address: Level 2, Chester Building, Corner Camp and Shotover Streets,
Queenstown, New Zealand.
Website: www.westernpacins.com
- (b) New Zealand is the country of incorporation of the Insurer, which has a scheme of financial supervision of Insurers.
- (c) Western Pacific Insurance Limited (“WPIL”) is a registered New Zealand Insurance Company, which operates in Australia through its agent Dominion Underwriting Agents Pty Limited (“Dominion”), a wholesale underwriting agency and the holder of AFS Licence Number 247849. Dominion acts as an Agent under an underwriting authority/binder agreement.
- (d) The shareholders in Dominion are also shareholders either directly or indirectly in WPIL. The boards of Dominion and WPIL have common directors.
- (e) WPIL has made a deposit of \$500,000.00 NZD with the Public Trustee in New Zealand pursuant to the provisions of the provision of the Insurance Companies’ Act 1953 (New Zealand) and as such this deposit is available as security for contracts of Insurance.
- (f) WPIL is rated by Standard and Poors as B- stable
- (g) Australian law will govern policies issued in Australia by Dominion on behalf of WPIL.
- (h) Robert Scally and Associates will handle all claims on behalf of Western Pacific Insurance Ltd. For all claim matters, please email claimsnotification@dominionunderwriting.com.