

Western Pacific Insurance Limited

FILM NEGATIVE & VIDEO TAPE PROPOSAL FORM

PLEASE READ THIS CAREFULLY BEFORE COMPLETING THE PROPOSAL

Your duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty at law, Insurance Law Reform Act 1977 and 1985 to disclose to the insurer every matter that you know, or could reasonably expect to know is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of General Insurance.

Your duty however does not require disclosure of matter:

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

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Average (underinsurance) Provisions

As Reinstatement and Replacement Cover may be included in this policy, it is important to insure for full Replacement Cost to avoid application of the following provision.

The provision of the average clause will have effect only if the property insured under the policy is underinsured at the time of loss.

If the property insured under the policy is underinsured at the time of loss, the following will apply:

- if you suffer total loss, the provision will have no effect.
- if you suffer a partial loss, the maximum amount you may recover will bear the same proportion to your actual loss as the amount for which the property insured bears the full value of the property.
- whatever your loss, in no case will you be entitled to recover more than the amount for which the property is insured.

For Example: Your property is worth \$20,000. You insure it for \$10,000. You suffer a loss of \$5,000. If your policy is subject to average, the maximum amount you may recover will be \$2,500.

Rights of subrogation

This Insurance provides that you will not be able to recover under it if you enter into any agreement, which excludes or limits your right of recovery from other parties; therefore you must not have agreed and must not agree to give away any of your rights because that will affect the subscribing Underwriters right to recover from these other parties.

Interests of other parties

For any party to be indemnified by this insurance they must be named in the contract or otherwise be included as a party with a proven insurable interest.

Excess/Deductibles

Excess or a Deductible is the first amount of each claim you are required to bear yourself, may not apply to each Part. Details of the Excess (es) applicable will be shown on the Schedule against the particular Section or Part.

Claims

The Insurance proposed on this Proposal Form does not provide cover in relation to events that occurred before the contract was entered into.

Acceptance of the Proposal

The Insurance proposed on this Proposal will not be in force until the completed Proposal has been received and the risk accepted by the Insurer. The subscribing Underwriters reserve the right to decline any Proposal.

Cancellation by You

You may cancel this Policy at any time by notifying WESTERN PACIFIC INSURANCE LIMITED (WPIL) in writing and advising WPIL of the future date on which cancellation will take effect.

The Premium retained by WPIL will not be less than the minimum premium.

d)	Any other costs to be included in cover such as story scenarios as music rights and sound royalties etc:	\$
e)	Total value to be considered for Negative Insurance:	\$

GENERAL QUESTIONS

Are there any deferrals?	
What do you shoot on? (Film e.g.: 35mm, Video, Betacam):	
Where is the film processed? Give name and location of film processing lab and post – production house to be used:	
Where will the film be stored in each of the processes:	
What kind of security is available in each location?	
Are there any special film processes, special effects or equipment (e.g. Panavision, Cinerama, Imax etc., to be used?):	
Negative/videotape to be transported to processing laboratory/post production facility via (e.g. courier):	
Frequency:	
Coverage to be effective (date) from:	to:
Estimated completion date of protective print:	
Limit of Liability:	
Deductible/Excess:	

EXTENSION OF COVERAGE FALUTY STOCK, CAMERA & PROCESSING EQUIPMENT

Do they require cover for it:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please explain procedures you would follow in testing cameras, lenses, raw stock and equipment to prove them to be sound prior to commencement of filming or taping:	
What sum insured do you require:	
Deductible/Excess:	

PRIVACY ACT STATEMENT

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

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. Indeed, if we subsequently find that you failed to provide all relevant information it may be grounds on which we refuse a claim and/or deny the policy.

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

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Your claims history is passed on to, and held by, Insurance Claims Register Ltd. This enables other insurers you deal with to access it, and prevents fraudulent claims.

DECLARATION AND ACKNOWLEDGMENTS

I/We declare and acknowledge as follows:

1. I/We have not suppressed, misrepresented or misstated any material information within my/our knowledge likely to affect the decision of Insurers as to my/our eligibility for insurance, and the answers given in this Proposal are truthful and frank in every respect.
2. Insurance cover will only arise upon the Insurer's acceptance of this Proposal as notified by the issue of an appropriate Policy Schedule and/or Policy Document.
3. Subject to the Insurance Law Reform Acts 1977 and 1985, if this Proposal is accepted by the Insurer, the Proposal and the Policy and the Policy Schedule which are issued shall constitute the entire agreement between the parties and shall supersede any prior representations or warranties.
4. The subscribing Underwriters will be relying on the information provided by me/us in the Proposal in deciding whether to provide cover, and if so, on what terms.
5. I/We have read and understood the notice concerning my/our duty of disclosure.
6. Where answers to questions contained on this Proposal are not in my handwriting they have been checked by me/us and I/we certify that they are in every respect, truthful and frank.
7. I/We will make the premises available for inspection by Western Pacific Insurance Ltd and/or their agent.
8. I acknowledge that all personal information collected by WPIL may be disclosed to other members of the insurance industry and Insurance Claims Register Ltd. Any personal information held by other members of the insurance industry and Insurance Claims Register Ltd may be disclosed to WPIL.

Signature: _____

Date: _____

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