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| Nov 2020 | Media Production |

Specialty Group – Contingency

Proposal Form

Media Production Insurance

Shape, logo

Description automatically generated

Important Information

The Proposer(s) must give a fair presentation of the risk to be insured by disclosing all material matters or circumstances which the Proposer knows or ought to know**. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium).** For these purposes, the Proposer knows material matters which are known to its senior management, or anybody responsible for arranging its insurance. The Proposer also knows material matters which should reasonably have been revealed by a reasonable search of information available to it, which includes information held by third parties. The Proposer should therefore conduct a reasonable search of such information. The Proposer must disclose all material matters and circumstances known to it in a reasonably clear and accessible way, whether or not they are the subject of a specific question in this Proposal Form and any appendices (‘Proposal Form’).

Please answer all questions fully and tick all relevant boxes. If there is insufficient space provided to answer questions fully or if there are any material matters or circumstances not specifically covered by a question in this Proposal Form, they must be listed on a separate sheet of paper which must be signed, dated and attached.

Where there is reference to a defined term in this Proposal Form these are outlined in full in the applicable Contract of Insurance wording.

For further details or if there is any doubt as to what facts or circumstances should be disclosed, the Proposer(s) should contact their insurance broker.

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| 1. **Proposer** |  | | | | |
| Production Company: |  | | | | |
| Address: |  | | | | |
| 1. **Production Information** |  | | | | |
| Title of production: |  | | | | |
| Director(s): |  | | | | |
| Producer(s): |  | | | | |
| Type of production:  (feature film, series, cartoon, documentary...) |  | | | | |
| Description of production: (pilot, #episodes,  running time...) |  | | | | |
| Pre-production dates: | from / / till / / | | | | |
| Production dates: | from / / till / / | | | | |
| Post-production dates: | from / / till / / | | | | |
| Scheduled number of filming weeks/ days | weeks/ days *(select as appropriate)* | | | | |
| Insurable production budget: (excl. production  fee, overheads and insurance premium)  **(please send budget together with proposal form)** | EURO/USD/GBP | | | | |
| Filming location(s): (cities, countries, dates...) |  | | | | |
| Synopsis:  **(please send together with proposal form)** |  | | | | |
| 1. **Filming activities** | |  | | | |
| Does filming involve action vehicles, marine craft, aircraft or trains? | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| Does filming involve animals? | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| Does the production involve dangerous or hazardous filming? | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| 1. **Cast insurance** | |  | | | |
| NAME + SURNAME | | AGE | ROLE | | # FILMING DAYS |
| *1.* | |  |  | |  |
| *2.* | |  |  | |  |
| *3.* | |  |  | |  |
| *4.* | |  |  | |  |
| *5.* | |  |  | |  |
| *6.* | |  |  | |  |
| *7.* | |  |  | |  |
| *8.* | |  |  | |  |
| *9.* | |  |  | |  |
| *10.* | |  |  | |  |
| Will there be any person likely to have a stop date in their contract? | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| Are all persons named above under contract to complete the  production regardless of any delay? | | YES  NO | | | |
| *If NO, please detail:* | | | | | |
| Will there be any hazardous activities to be undertaken by any cast? | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| 1. **Equipment and filming** | |  | | | |
| Production format: | | FILM  DIGITAL | | | |
| Will a DIT Operator be employed? | | YES  NO | | | |
| *If NOT, who will oversee the backups, quality checks...?* | |  | | | |
| Lab details (if applicable) | |  | | | |
| Are any special cameras being used (e.g. motion control, high speed  cameras...) | | YES  NO | | | |
| *If YES, please detail:* | | | | | |
| If filming abroad, please give the frequency of rushes whilst filming  abroad and transport details. | |  | | | |
| 1. **Props, Sets & Equipment** | |  | | | |
| Where will props/ wardrobe/ equipment be stored and what security  Is in place? | |  | | | |
| What is the estimated time to reconstruct any sets? | |  | | | |
| Does filming involve any special effects? If so please provide details | | YES  NO | | | |
| *If YES, please detail:* | |  | | | |
| 1. **Financial information** | |  | | | |
| Limits of cover for Production Insurances  Please estimate the total replacement value for items within each  adjacent section. | | Covers | | Limits | |
| Props, Sets & Wardrobe | |  | |
| Misc. Technical Equipment | |  | |
| Production Office Content | |  | |
| Action Motor Vehicles | |  | |
| Library Stock | |  | |
| Production Money | |  | |

Declaration

I/we confirm that the information given in this Proposal Form, whether in my/our own hand or not, is correct.

I/we declare that I/we have made a fair presentation of the risk by disclosing all material matters and circumstances which would influence a prudent Underwriter’s assessment of the risk which we know or ought to know including my/our senior management or anybody responsible for arranging my/our insurance, having conducted a reasonable search of the information available to me/us (including information held by third parties) in order to reveal those facts and circumstances. Failing that, I/we have given Underwriters sufficient information to put a prudent Underwriter on notice that it needs to make further enquiries in order to reveal material matters or circumstances, whether or not those matters and circumstances were the subject of a specific question in this Proposal Form. If there are any material matters or circumstances not specifically covered by a question in this Proposal Form, I/we have listed these on a separate sheet of paper which is signed and dated and attached.

It is understood that the signing of this Proposal Form does not bind the Proposer(s) to complete or Underwriters to accept this insurance.

I/we the Proposer(s) accept these conditions as the Proposed Insured or agent of the Proposed Insured.

I/we the Proposer(s) also agree that in the event any information contained in any completed Proposal Form and/or supplied to support this Proposal Form or other application for this insurance changes or becomes incorrect such as to constitute a material alteration to the risk prior to the inception date of the insurance, we will advise Underwriters in writing immediately on becoming aware of such changes. In such circumstances, Underwriters will be entitled to re-assess the proposal for insurance, including but not limited to withdrawing any prior agreement to provide cover.

The person signing this Proposal Form is duly authorised to do so on behalf of the Proposer(s).

Signature:

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| --- | --- | --- |
| Date: |  |  |

Data Protection Clause

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform a contract with you. We retain personal information and sensitive personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal or sensitive personal information to our **group companies, third party services providers and partners** who provide data processing services to us, or who otherwise process personal or sensitive personal information for purposes that are described in this Privacy Notice or notified to you when we collect your personal or sensitive personal information; to any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person; to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal and sensitive personal information only for the purposes disclosed in this Privacy Notice; and to any **other person with your consent** to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You have the following data protection rights: **access, correct, update or request deletion, object to processing, restrict processing and in some cases request portability.**

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal or sensitive personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.

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| Tokio Marine HCC is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority (FCA) and Prudential Regulation Authority. Registered in England and Wales No. 01575839 with registered office at 1 Aldgate, London EC3N 1RE. |tmhcc.com |