

PRODUCTION INSURANCE MANUAL

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

TABLE OF CONTENTS

INTRODUCTION.....	3
CONTACT US.....	3
AIRCRAFT.....	4
ANIMALS.....	5
AUTOMOBILES.....	6
CAST INSURANCE AND CAST MEDICALS.....	7
CERTIFICATES OF INSURANCE.....	8
CLAIMS.....	9
COMMERCIAL GENERAL LIABILITY.....	10
EXTRA EXPENSE.....	10
FAULTY STOCK, CAMERA AND PROCESSING.....	10
FOREIGN LOCATIONS.....	11
GUILD/UNION TRAVEL ACCIDENT.....	12
INVOICES.....	12
MISCELLANEOUS EQUIPMENT.....	13
MONEY & SECURITIES.....	13
NEGATIVE FILM & VIDEO TAPE.....	13
OFFICE CONTENTS FLOATER.....	13
ACCOUNTS RECEIVABLES.....	13
PRODUCERS' LIABILITY (ERRORS & OMISSIONS).....	14
PROPS, SETS AND WARDROBE.....	14
RAILROADS.....	15
STUNTS AND SPECIAL EFFECTS.....	16
THIRD PARTY PROPERTY DAMAGE LIABILITY.....	17
WATERCRAFT.....	18
CONDITIONS.....	19
WARRANTIES.....	19
APPENDIX 1 – INSURANCE CHECKLIST.....	20
APPENDIX 2 – STUNT QUESTIONNAIRE.....	21
APPENDIX 3 – SPECIAL EFFECTS QUESTIONNAIRE.....	22
APPENDIX 4 – WATERCRAFT QUESTIONNAIRE.....	23
INDEX.....	24
ENDNOTES.....	25

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

INTRODUCTION

This Insurance Manual has been created to assist the Production Company with insurance-related problems and questions. What follows are brief descriptions of the various types of coverages available to the Entertainment Industry. These descriptions are general in nature and are not intended as a comprehensive explanation of the policies.

Please take a moment to refer to the section pertaining to your question or problem.

CONTACT US

If additional assistance is needed, please call:

Vancouver Office

Direct: 236-838-6946

Email: VANoffice@frontrowinsurance.com

AIRCRAFT

Aircraft will be used when filming but only as a prop/set and aircraft will not be moving or flying.

Insured under Props/Sets/Wardrobe coverage.
Liability insured under Commercial General Liability Policy.
Call prior to filming for confirmation.

Aircraft will be used for filming and will be in motion either under its own power or being towed/ propelled by any other means.

Additional Insurance exposures exist from the basic standard production package. Call us for assistance prior to filming

Insurance coverage with respect to the use of aircraft is limited, so the production company should always advise our office well in advance of the anticipated use of same. You should never sign a contract with respect to the use of aircraft without first having our office review the document.

If the aircraft is being used as a prop/set and is not in motion, then insurance for damage to the aircraft itself would be provided under the Prop/Set/Wardrobe coverage subject to policy limits, and liability Insurance coverage would be provided under the Commercial General Liability policy. However, if the plane is in motion either under its own power or being propelled by any other means (i.e. being towed) then coverage may be compromised.

We recommend the following guidelines when using an aircraft:

- a) Require the company from whom you are renting/leasing the aircraft from to add the Production Company as an additional insured to their insurance policy.
- b) Request a waiver of subrogationⁱ with respect to hull damage.
- c) Request that their policy contains a Cross Liability Clauseⁱⁱ.
- d) Request that their policy includes coverage for passengers.
- e) Request a Certificate of Insurance showing the limits of coverage and confirming that items a, b, c, and d have been included in their insurance coverage.
- f) Obtain a Hold Harmless Agreementⁱⁱⁱ from the owner of the aircraft. This should be included as part of your rental agreement. Legal counsel should assist with this agreement.

Aircraft Questionnaire:

If any aircraft are hired, we will have to arrange Non-Owned Aircraft Liability coverage protecting your legal liability for bodily injury and property damage to hired parties arising out of the use of the aircraft. In order to arrange this coverage, we will need the following information:

1. Exact dates of use
2. Location
3. Owners Name
4. Description of the aircraft, including registration number
5. Name of the pilot and number of hours experienced in aircraft
6. Details concerning filming activities, i.e. storyboard
7. Number of persons in aircraft at any one time and relationship to the production company
8. The seating capacity of the aircraft
9. Value of hull if Hull Insurance is required on the aircraft.

Alternatively, the production company can be added as an Additional Insured to the Aircraft Owners Hull and Liability Policy. Please call for details.

ANIMALS

The animal(s) being used in the production cannot be easily replaced and are essential to the story

Consider Cast Coverage for your "animal star".

Animal(s) being used for the production can be easily replaced.

Consider coverage for legal liability for loss or injury to animals that are in your care, custody and control. Animal Mortality only applies when an animal dies.

When you use animals on a project you should always consider how the non-availability of the animal would affect your ability to shoot. If the inability of the animal to perform would result in substantial delays or cost overruns, then the producer should consider insuring the animal under Cast Coverage. As with cast insurance on people, the insurance company would require a medical to be performed on the animal by a veterinarian in order to obtain sickness coverage.

The company should also look very closely at the contract that is entered into between the production company and the animal wrangler/owner who is providing the animal. A copy of the contract should always be forwarded to our office prior to signing. We are looking to see if the contract contains any insurance provisions, indemnity clauses or hold harmless clauses.

You may also wish to consider purchasing coverage for legal liability for loss or injury to animals that are in your care, custody and control. Remember, animal mortality coverage only applies when an animal dies. No legal liability for injury to animals is covered unless specifically endorsed.

Animal Questionnaire

In order to obtain a quote/coverage for Animals; please provide answers to the following:

- 1 Dates of use
- 2 Location
- 3 List of animals
- 4 Values of animals
- 5 Current vet certificates
- 6 Description of use
- 7 Name and telephone number of trainer

AUTOMOBILES

Automobile insurance coverage varies throughout Canada and North America.

Hired vehicles are covered under the Commercial Vehicle Physical Damage section of the Entertainment Package policy. Please review for limits and deductibles that apply.

Specific Automobile coverages may have to be arranged depending where the vehicles are registered and what they will be used for.

Exclusions for Stunt and Precision Driving normally apply. Please call us if you plan to use vehicles for Stunts/Precision Driving.

Automobile liability coverage varies throughout Canada and the US, so specific coverages will have to be arranged based on where the vehicles are registered. Please consult with our office prior to assuming responsibility for providing primary automobile liability coverages.

When individuals or companies lease or rent vehicles to you, their automobile coverage becomes invalid unless they have extended coverage on their policy to accommodate this activity. Payment of a car allowance to individuals does not necessarily invalidate their insurance coverage, but you should advise the owners of the vehicles that they should have their insurance policies endorsed to permit this business use.

Any vehicle you hire and for which you are responsible for insuring are covered under the Commercial vehicle Physical damage section of the Entertainment Package Policy. Please review this section of your insurance documentation to establish the limits, deductibles and any limitations that may be imposed on maximum vehicle values.

Note: this section of the policy may contain an exclusion for stunt/precision driving. Please advise our office in advance if this type of activity will take place so any necessary arrangements can be made.

See also: Stunts and Special Effects

CAST INSURANCE AND CAST MEDICALS

Are any of your cast members considered “**Essential Elements**” in contracts with distributors/agents ect?

Coverage can be purchased where abandonment costs are covered should the “star” be unable to fulfill the role.

Plan to complete cast medical examinations early enough to determine an individuals insurability i.e. pre-existing medical conditions may give rise to exclusions in coverage. Negotiations to buy off exclusions or re-cast the role may be time consuming prior to principal photography.

Cast Insurance reimburses the production company for any extra costs incurred to complete principal photography for an insured production, over and above the normal budgeted costs, due to the death, disability, injury or sickness or any insured performer or director. In some instances, Essential Element Cast coverage will be required.

Insured performers (or directors) must take a physical examination prior to being covered by this insurance. An underwriter approved physician should complete this examination. Essential Element Cast coverage requires the insured performer undergo a more extensive medical examination. Requirements listed on “Cast Insurance Supplementary Medical Report” Form

Cast Insurance medical should be completed as early as possible. Accident coverage commences when we advise the underwriter of the name of the individual to be insured. Sickness coverage does not commence until the insurance company has received and approved the medical.

By having medicals completed early, the production company is able to determine if an insured individual has a medical condition that affects his/her insurability. When a pre-existing medical condition results in the insurance company putting an exclusion on the cast coverage, the production company may wish to explore the cost to buy off the exclusion (if this is an option). If the insurer will not allow the production company to buy off the exclusion, then the production company must determine if they wish to recast the role or self insure this exposure. Your ability to self insure the exposure may be affected by restrictions placed by bonders or financiers.

Common issues that show up when medicals are completed include:

- Substance abuse problems (past and present)
- Pregnancy
- Heart Conditions
- Upper respiratory infection (cold/flu)
- High blood pressure
- Psychological disorders

As the above discussion makes readily apparent, the producers must be given sufficient lead time in order to keep their options open. If a medical is done a couple days before the insured individual is to start working the option of recasting the role may be taken away.

If a cast member has recently undergone a cast medical for a different production (within 30 days), this medical should be forwarded for consideration. A new examination may not be required.

NOTE: Physician should not be the examinees personal physician.

Must be fully completed and signed; must be legible

Must be signed by a parent or guardian if examinee is under 18 years of age.

Any answers requiring additional information should be completed as accurately and in as much detail as possible.

Page 7(a)

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.



Medical Forms should be forwarded to Front Row Insurance Brokers Inc. as soon as possible. Fax copies are acceptable and the original document can follow by mail. Once received, we forward the Cast Medical Form to underwriters for clearance and follow up with the production company with any terms and conditions of coverage, sometimes with Exclusions. Claims arising from any exclusion are not covered by Cast Insurance

Exclusions to Cast Coverage can be amended or removed through negotiations with underwriters. Additional premiums or higher deductibles may be required to amend or remove Cast Exclusions at the discretion of the underwriter. Cast medical Examination fees are entirely the responsibility of the production company. Cast medical coverage begins two weeks prior to the beginning of principal photography unless otherwise arranged.

CERTIFICATES OF INSURANCE

Will you be renting equipment to use while filming?

We supply you with blank certificates to complete and use to rent equipment and props you may need for your production. Call us for specific requests.

Will you be filming outside a studio?

We supply you with blank certificates to complete and issue to locations. Some locations require additional information/limits etc. Call us or fax through specific requests.

A supply of blank location and equipment rental certificates will be supplied for the Production Manager/Location Manager. Instructions for issue of these certificates will be attached.

Certificates required for Banks, Financiers, Landlords, etc. which require specific wordings or are on printed forms are completed by Front Row Insurance Brokers Inc. Please forward all the requirements to our office. Certificates are normally prepared and returned within one business day.

Some locations around Vancouver require certain liability limits, for example, University Women's Club of Vancouver requires a limit of \$10,000,000 for particular filming operations.

If you anticipate using a location where the liability limit exceeds the level of coverage you currently have in place, contact our office as soon as possible in order that a quote for the additional liability coverage can be obtained in plenty of time.

CLAIMS

Front Row Insurance Brokers Inc. provides claims reporting, monitoring, and advocacy services for clients, including preparing and reviewing loss runs and developing claims procedures. We are a liaison between you and your insurance company or a third party adjuster. The primary goal is to provide you with knowledgeable, empathetic, fast service.

In the event of a claim, please contact Front Row Vancouver at 236-838-6946 between the hours of 9:00am and 5:00pm Monday to Friday. Outside office hours dial our main switchboard number in Vancouver: 604-684-3411 and access the claims information.

Our services include designing and implementing claims reporting and handling procedures, monitoring losses to initiate necessary action on a client's behalf, ensuring timely and equitable settlement of claims, and providing status reports on all monitored claims.

Claims Reporting Procedures

- ◆ All claims should be reported directly to Front Row Vancouver. They can be contacted at 236-838-6946. They will need to know: Date of Loss, Description of Loss, Names and phone numbers of persons to be contacted.
- ◆ All incidences should be reported promptly. If you are not sure there is coverage, we can advise you.
- ◆ Most coverage's have deductibles which are applied to each claim. Each loss is determined to be a claim and subject to a separate deductible.
- ◆ Headings under which losses may occur:
 - A. Props, Sets & Wardrobe (Burglary, Theft, Damage)
 - B. Extra Expense
 - C. Third Party Property Damage
 - D. Miscellaneous Equipment (Burglary, Theft, Damage)
 - E. Negative Film
 - F. Faulty Stock
 - G. Auto

When a loss is suffered:

No loss is easy to endure, but there are steps you can take to speed the process of putting your operations back in order. At Front Row Insurance Brokers Inc, we are dedicated to working with you and your insurance company to make the recovery process as smooth as possible. As part of that, here are answers to key questions customers ask most often in the face of a loss.

Whom Should I call first if I have a loss?

Depending on the nature of the incident, or accident, call the authorities needed to assist you in an emergency: the police, the fire department or hazardous materials team.

Then, call us: (604) 684-3456

Is it possible to take immediate action to make repairs if further damage to the property is likely?

As long as the claim is covered, the reasonable cost of temporary repairs made to prevent further damage is money well-spent and, therefore, reimbursable, subject to all policy terms and conditions. Documentation in the form of bills, receipts and photographs should be retained in order to verify damages and repair costs.

What about Emergency Repairs?

You may hire a contractor of your choice for emergency repairs. For a covered loss, we will discuss costs directly with your contractor and come to an agreement about costs when necessary. Again, all repairs will be made subject to all policy terms and conditions.

Once Emergency Repairs are made, what should I do next?

Determine if any of your property is salvageable, and if you can continue your operations at this location.

Who is responsible for the settlement of my claim? My agent or broker, the contractor, the insurance adjuster? What is the relationship among all of them?

- Our insurance adjuster is the person with whom you should deal with settling any claim.
- The adjuster will evaluate the loss and, along with your agent or broker, explain coverage to you.
- The adjuster will work with your contractor to agree on what repairs need to be done and proper costs of these repairs.
- The agent or broker may assist both you and the insurance company in the processing and adjustment of the claim.

After any type of loss:

- Take immediate steps to protect your property from further damage
- Photograph the damage, if possible
- Call your insurance agent or broker
- Obtain copies of any reports that were filed, such as police reports, fire department reports.
- Retain any documentation to substantiate your claim.
- Communicate frequently with the insurance company's claim adjuster.

Front Row Insurance Brokers Inc. provides claims reporting, monitoring and advocacy service to clients.

A claims coordinator is assigned and acts as a liaison between our clients and their insurance company or third party.

Our goals are:

- Clients feel that their best interests are being served and that their claims are being actively managed.
- Front Row Insurance Brokers Inc. performance is technically sound and conducted in such a manner as to fulfill a professional role.
- For every first party claim the best settlement is obtained in the shortest possible time.
- System and individual file records are maintained at a consistently high standard to ensure that they accurately reflect the current status of individual claims.

COMMERCIAL GENERAL LIABILITY

Protects the production company against claims for bodily injury or property damage liability arising out of filming the picture. Coverage includes use of all non-owned vehicles (both on and off camera). This coverage will be required prior to filming on any city or provincial roadways, or any locations sites requiring filming permits.

Coverage does not apply to use of any aircraft or watercraft, which must be separately insured before any coverage will apply.

EXTRA EXPENSE

Reimburses the production company for any extra expense necessary to complete principal photography of the insured production due to loss of, damage to or destruction of property or facilities (props, sets, wardrobe or equipment) used in connection with the production.

Coverage can be extended to include losses occurring from mechanical breakdown of equipment, disruption of outside power (North America only) and Union or Guild Strike subject to a maximum limit per individual policy conditions.

FAULTY STOCK, CAMERA AND PROCESSING

Covers loss, damage or destruction of raw film or tape stock, exposed film (developed or undeveloped), recorded video tape, sound tracks and tapes, caused by or resulting from fogging or the use of faulty equipment (including cameras and video tape recorders); faulty sound equipment; faulty developing; faulty editing and faulty processing; and accidental erasure of video tape recording.

Coverage does not include: loss caused by errors of judgment in exposure, lighting or sound recording, from the use of incorrect type of camera, lens, raw film or tape stock.

The coverage can only be purchased with negative film and video tape coverage.

FOREIGN LOCATIONS

When production activities occur outside of Canada, there may be additional insurance coverages that are either mandatory or that should be considered. Requirements and recommendations will vary depending on the country in question and the type of activity occurring there. A list of some of the most commonly purchased coverages outside of Canada are as follows:

- US Workers Compensation
- Foreign Voluntary Workers Compensation
- US Auto Liability
- Foreign Difference in Conditions/ Excess Auto Liability Insurance
- Out of Country Medical Insurance
- Locally Admitted Foreign Liability Insurance
- Political Risk/ War Risk Insurance
- Civil Commotion/Riot Insurance
- Weather Insurance
- Kidnap & Ransom Insurance

If you intend filming outside of Canada, please forward answers to the following questions in order that a quote/coverage can be obtained prior to travel.

Foreign Questionnaire

1. Dates of Travel
2. Location
3. a. Number of US hires
b. Number of Canadian hires
4. Number of weeks outside of Canada
5. Number of third country nationals
6. Any local hires?

Name and telephone of contact outside of Canada

GUILD / UNION TRAVEL ACCIDENT

Provides Motion Picture/Television (IATSE/NABET/SAG/DGA) and other Guild or Union contract requirements for accidental death, dismemberment and/or disability insurance to all production company cast or crew members. Coverage is blanket and the limits of liability meet all signatory requirements. It covers various modes of transportation; including extra-hazardous work, underwater filming, etc. as recited in various Guild agreements.

INVOICES

Invoices are payable upon receipt and payment should be received by us prior to principal photography. The underwriter reserves the right to cancel coverages for non-payment of premium.

Payment plans are available for some annual policies where the minimum and retained premium is 25% or less than the total premium. The deposit portion of a premium cannot be financed. Call us for information if you have a DICE policy where this may apply.

Payment plans cannot be used for Film Production Insurance, Liability policies, Errors & Omissions policies and other short-term coverages where the policy is 'fully earned'^{iv}

MISCELLANEOUS EQUIPMENT

Covers against all risks of direct physical loss, damage or destruction to cameras, electrical communications, sound, lighting and grip equipment; owned by or rented to the production company. Coverage can be extended to cover mobile equipment vans, studio location units or similar units upon payment of an additional premium.

MONEY AND SECURITIES

Protects the production company against loss or destruction of funds handled while at production locations. Coverage for money and securities used in connection with the declared production, on and off premises and not exceeding the limits agreed in the insurance policy.

NEGATIVE FILM & VIDEOTAPE

Coverage against all risks of direct physical loss, damage or destruction of raw film or tape stock, exposed film (developed or undeveloped), recording videotape, sound tracks and tapes, up to the amount of insured production cost.

Coverage does not include: loss caused by fogging; faulty camera or sound equipment, faulty developing, editing, processing, or manipulation by the cameraman; accidental exposure to light, dampness or temperature changes; or errors in judgment in exposure; lighting or sound recording, or from the use of incorrect type of camera, lens, raw film or tape stock.

OFFICE CONTENTS FLOATER

Coverage for business personal property, including furniture, equipment, fixtures, tenant's improvements and betterment's, against all risks of direct physical loss or damage (excluding loss of use). The deductible for Laptop computers (\$2,500) is normally more than the Office Contents deductible.

Valuable Papers and Records includes written film tape, disc, drum, cell, printed or otherwise inscribed documents and records, including books, maps, abstracts, deeds, manuscripts or other magnetic recording or storage media.

ACCOUNTS RECEIVABLE

This coverage insures all risks of direct physical loss or damage to the Insured's records of accounts receivable, occurring during the policy period, except where specifically excluded in policy conditions.

PRODUCERS' LIABILITY (ERRORS & OMISSIONS)

Covers legal liability and defense for the production company against lawsuits alleging unauthorized use of titles, formats, ideas, characters, plots, plagiarism, unfair competition or piracy, breach of contract. Also protects for alleged libel, slander, defamation of character or invasion of privacy. This coverage will usually be required by a distributor prior to the release of any theatrical or television production.

If coverage is required for the title, you must obtain a 'Title Report & Opinion' from a recognized Film Title Clearance Company offering this service and submit the report to underwriters for final approval.

Premium indications prior to actual quotes when coverage is offered can vary.

Upon instructions from the Production Company, we will begin clearance procedures where the attorney for the underwriter will review and clear the project- there is a fee for this service which is included in the final premium. If coverage is not bound, the fee is payable to the attorney for the underwriter and an invoice will be issued accordingly.

You should check your production/distribution etc. agreements regarding the start date for Errors & Omissions coverage. Some financiers require Errors & Omissions coverage to be in place for the first day of principal photography.

NOTE: it can take up to ten (10) working days for a project to be cleared and coverage to be in place.

PROPS, SETS AND WARDROBE

Provides coverage on props, sets, scenery, costumes, wardrobe and similar property against all risks of direct physical loss, damage or destruction during the production.

Fine Arts, Jewelry & Furs Questionnaire

Fine arts, jewelry, furs and expensive antiques carry a sub-limit under our insurance program. Whenever the production plans on utilizing these items which may exceed \$10,000 the following information must be provided:

1. Dates
2. Location
3. List of Fine Arts, Jewelry, Furs etc.
4. Values of same
5. Description of use
6. Who is responsible for property during transit to and from location?

Call to discuss in specific circumstances as the PSW Sublimit can vary depending on the policy and the underwriter providing coverage.

RAILROADS

The production company should always advise our office well in advance of the anticipated use of any railway cars or equipment. You should never sign a contract with respect to use of trains without first having our office review the document.

If the train is being used as a prop/set and is not in motion, then damage to the train itself would be provided under Props/Sets/Wardrobe coverage. If the train is in motion a sublimit would be in effect for physical damage to the train. Please call us to discuss.

Liability coverage is provided under Commercial general Liability policy. If you are required to indemnify the train owner, then specific coverage arrangements must be made prior to the use of the train.

In order to provide a quote/coverage for Railway Cars and Equipment, please forward answers to the following:

Railroad Questionnaire

Please provide:

1. A copy of the railroads contractual agreement
2. Description of scenes involving railroad equipment
3. Dates equipment used
4. Locations of equipment:
 - a. Where is equipment stored?
 - b. Where is equipment moved to? Exact street address.
 - c. Where is equipment returned after use is over?
5. Type of equipment used? Please list.
6. Activities the production company has with the equipment.
7. How many people will be "on board"?
8. Distances and speed of equipment
9. Any stunts? Please list. Please complete a stunt questionnaire.
10. Will main line tracks be used during filming days?
11. Please advise how the cast, crew, equipment and public will be protected during filming.

STUNTS AND SPECIAL EFFECTS

The insurance policy contains an exclusion under the Cast Insurance coverage for a person injured when taking part in a hazardous stunt or any hazardous special effect in the declared production, or in others, without the prior consent of the insurance company.

Although these types of activities are usually reserved for stunt performers, the producer and the director should be aware of this exclusion. If actors are involved in hazardous stunts or special effects, please advise our office well in advance so that we can make the appropriate arrangements with the insurance company.

In order to properly evaluate the hazards involving stunts used in filming, please provide answers to the following:

Stunt Questionnaire

1. Synopsis of scenes being filmed.
2. List stunts by tape, location and date
3. Protective measures used to protect participants and public, equipment and property.
4. What is the experience of the Stunt Coordinator -- please attach a resume.
5. How many people are involved in each stunt scene?

Additional information may be requested.

Stunt Questionnaire is shown in Appendix 2

Special Effects Questionnaire is shown in Appendix 3

THIRD PARTY PROPERTY DAMAGE LIABILITY

Pays for damage or destruction of property of others (including loss of use of the property) while the property is in the care, custody or control of the production company and is used or is to be used in an insured production.

Coverage does not apply to- liability for destruction of property caused by operation of any motor vehicle, aircraft or watercraft, including damage to the foregoing; liability for damage to any property rented or leased that may be covered under props, sets of wardrobe, or miscellaneous equipment insured (except, that loss of use of any such equipment is covered).

The exposure is not covered under a Comprehensive Liability policy. Property Damage coverage written as part of the Commercial General Liability Policy excludes damage to any property in the production company's care, custody or control.

WATERCRAFT

Similar to the use of aircraft, coverage with respect to the use of watercraft is limited. The production company should always advise our office well in advance of the anticipated use of any watercraft. You should never sign a contract with respect to the use of any watercraft without first having our office review the document.

If the watercraft is being used as a prop/set and is not in motion, then damage to the watercraft itself would be provided under the Props/Sets/Wardrobe coverage. If the watercraft is in motion then there is a sublimit for physical damage to the watercraft. Please call our office for more specific information.

Liability coverage is provided under the Commercial General Liability policy but is limited to non-owned watercraft less than 26 feet in length. If the watercraft is in excess of this length limitation, or if you are required to indemnify the watercraft owner, then specific coverage arrangements must be made prior to the use of the vessel.

If you plan to use any watercraft please provide the following information in order that we may provide a quote/coverage for owned or rented watercraft used in the production, including Charter's Liability; Protection & Indemnity coverage; Hull Physical Damage.

Watercraft Questionnaire

Please provide:

1. Watercraft scenes description(s)
2. Number of vessels
3. Length and name of each vessel
4. Type of watercraft
5. Number of days each used
6. Dates of use
7. Where used (which body of water)
8. Copy of any contractual agreement
9. Are any watercraft operated by the Name Insured? If so, please give a detailed description of the boat and where operated.
10. Are any watercraft stunts involved? If so, please describe.

See Watercraft Questionnaire in Appendix 4

CONDITIONS

- ◆ With respect to the conditions of your insurance policy, you shall not voluntarily admit liability, settle or offer to settle any claims, or incur any expenses without having first obtained the consent of the Insurer.

WARRANTIES

- ◆ 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 are to be kept until completion of the negative protection print. 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 the film.
- ◆ 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 a loss or damage does not fall within this representation shall be solely upon the Insured.
- ◆ It is represented by the Insured that cameras, lenses and related equipment are fully tested by the Insured and proved to be sound at the commencement of the filming or taping of any declared production.

APPENDIX 1 – INSURANCE CHECKLIST

Your contact is Front Row Vancouver

Phone: 236-838-6946 Fax: 604-684-3437 Email: VANoffice@frontrowinsurance.com

1. Report the use of any of the following during filming:
 - Aircraft
 - Watercraft
 - Animals
 - Railroads
 - Stunts
 - Foreign locations
 - Outdoor locations requiring weather insurance
 - Essential Cast member or Director
2. Cast Insurance- if the production involves **an actor or director that cannot be replaced** (so important that the loss of such individual would cause a shut-down or abandonment) cast insurance may be required. Please call to discuss.
3. Blank Certificates of Insurance for:
 - Municipalities and/or political sub-divisions (except for those requiring special endorsement wording) for the purposes of granting permits for filming operations.
 - Equipment rental companies, but only with respect to maintenance, operation or use of the equipment by the Name Insured.
4. Have medical reports sent as soon as possible, prior to principal photography
5. In the event of a claim, report it immediately.
6.
 - a. Signed application to be sent prior to principal photography
 - b. Send a completed Producer’s Errors and Omissions application (cleared by your lawyer) as soon as possible.
 - c. Invoices should be paid prior to principal photography.

NOTE: SEE SPECIAL QUESTIONNAIRES ENCLOSED, IF APPLICABLE

Additional options available for coverage: (check boxes which apply)

Non-owned Aircraft Liability	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Political Risk Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
War Risk Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Civil Commotion/Riot Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Workers Compensation	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Primary Automobile Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Life/Disability Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

Living Quarters for Cast and Crew	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Major Medical Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Accidental Death Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Animal Mortality Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Weather Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Directors and Officers Liability Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Pollution	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Guild/Union Travel Accident Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Employee Fidelity	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

APPENDIX 2 – STUNT QUESTIONNAIRE

Production Company: _____

Production Name: _____

In order to properly evaluate the hazards involving stunts, please provide the information requested. Additional information may also be required.

1. Type of Scenes being filmed: _____

2. List of Stunts by Type, Location (exact street address) and Date:

Type: _____

Address: _____

Date: _____

3. Protection measures used to protect participants and public:

4. Name of employer of record for person(s) performing stunts:

5. How many people involved in stunt scenes?

6. Experience of the Stunt Person(s) and Coordinator (attach resumes):

7. Where are you shooting this scene?

8. How will you protect the shooting location being used?

****NOTE**** : This information must be submitted to the insurance company as soon as it is known- at least five (5) days prior to shoot involving special effects, and must be approved by the company.

Signature of Person Completing Form: _____

Title of Person Completing Form: _____

Date Signed: _____

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

APPENDIX 3 – SPECIAL EFFECTS QUESTIONNAIRE

Production Company: _____

Production Name: _____

In order to properly evaluate the hazards involving special effects, please provide the information requested. Additional information may also be required.

1. Type of Scenes being filmed: _____

2. List of Stunts by Type, Location (exact street address) and Date:

Type: _____

Address: _____

Date: _____

3. Protection measures used to protect participants and public:

4. Name of employer of record for person(s) performing special effects:

5. How many people involved in special effect scenes?

6. Experience of the Special Effects person(s) and Coordinator (attach resumes):

7. Where are you shooting this scene?

8. How will you protect the shooting location being used?

****NOTE**** : This information must be submitted to the insurance company as soon as it is known- at least five (5) days prior to shoot involving special effects, and must be approved by the company.

Signature of Person Completing Form: _____

Title of Person Completing Form: _____

Date Signed: _____

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

APPENDIX 4- WATERCRAFT QUESTIONNAIRE

Production Company: _____

Production Name: _____

In order to properly evaluate the hazards involving watercraft, please provide the information requested. Additional information may also be required.

1. Description of scenes being filmed: _____

Please continue on a separate sheet if necessary.
Enclose script pages if applicable.

2. Vessel Information

Vessel #	1	2	3	4
Length (ft/m)				
Current Market Value				
Type				
Actual date of Use				

3. Where will the vessels be used? (which body of water)

4. Please attach a copy of contractual agreement/s

5. Are any watercraft operated by the Named Insured? If so, please give a detailed description of the vessel and where operated.

6. Are any watercraft stunts involved? If so, please describe.

7. Protection & Indemnity (Liability) limit required:\$ _____

NOTE: This information must be submitted to the insurance company as soon as it is known- at least five (5) days prior to shoot involving, and must be approved by the company.

Insured's Signature _____

Please review your own binders and certificates of insurance of actual coverages and limits in force. The Underwriter reserves the right to charge additional premiums/amend limits and deductibles based on any additional information that becomes available.

INDEX

A

Accounts Receivable	13
Aircraft	4
Animals	5

C

Commercial General Liability	10
Cross Liability Clause	See Endnote (ii)

E

Essential element cast Coverage	7
Extra Expense	10

F

Faulty Stock, Camera and Processing	10
Fine Arts, Jewelry & Furs Questionnaire	14
Foreign Locations	11

G

Guild Union Travel Accident	12
-----------------------------	----

H

Hold Harmless Agreement	See endnote (iii)
-------------------------	-------------------

I

Invoices	12
----------	----

M

Miscellaneous Equipment	13
Money and Securities	13

N

Negative Film & Video Tape	13
----------------------------	----

O

Office Contents	13
-----------------	----

P

Producers' Liability (Errors and Omissions)	14
Props, Sets and Wardrobe	14

R

Railroads	15
-----------	----

S

Stunts and Special Effects	16
----------------------------	----

T

Third Party Property Damage Liability	17
---------------------------------------	----

W

Waiver of Subrogation	see endnote (i)
Watercraft	18

Endnotes:

ⁱ **Waiver of Subrogation-** Definition: A condition of an insurance policy which states that the coverage will not be prejudiced if the insured has waived any rights of recovery from responsibility party in writing prior to a loss.

ⁱⁱ **Cross Liability Clause-** Definition: A clause within the insurance policy which states that ‘except with respect to the Limits of Insurance and any rights or duties specifically assigned to the first named Insured, the insurance applies as if each Named Insured were the only named insured and separately to each insured against whom claim is made or ‘action’ is brought.

ⁱⁱⁱ **Hold Harmless Agreement-** Definition: A contract or agreement in which one party assumes legal responsibility for the acts of another.

^{iv} **Fully Earned Premium-** Definition: A portion of premium earned or charged for the period of time a policy remained effective. In the case of Production Packages and accompanying Liability Policies, these premiums are ‘exposed to loss’ from the date the coverage begins, therefore are fully earned.