



CHECK LIST FOR FILM INSURANCE

INDEX

General Data	2
Cast Insurance	4
Extra-Expense Insurance.....	5
Image, Sound and Data Media Insurance – Negative and Videotape	6
Props, Sets and Wardrobe Insurance.....	7
Third Party Liability Insurance	8
Miscellaneous Equipment Insurance	9
Production Cash and Credit Insurance	10
Accident Insurance.....	11
Important Note.....	12
Consent Clause according to the Federal Data Protection Act – BDSG.....	12
Authorisation to collect accounts receivable by means of direct debit	13
Information Sheets/Contract Outlines	14
Cast Insurance	14
Extra Expense Insurance	15
Image, Sound and Data Media Insurance - Negative and Videotape	16
Props, Sets and Wardrobe Insurance	17
Third Party Liability Insurance	18
Miscellaneous Equipment Insurance.....	19
Production Cash and Credit Insurance	20
Accident Insurance	21

WE COVER YOUR ASSETS

GESCHÄFTSFÜHRUNG:
Thorsten Klare
André Sprenger

HypoVereinsbank | IBAN: DE34 2003 0000 0000 1088 29 | BIC: HYVEDEMM300
WECOYA PRIVATE & COMMERCIAL Underwriting GmbH | USt-IdNr.: DE357002408
Sitz der Gesellschaft ist Hamburg | Amtsgericht Hamburg: HRB 177200
Erlaubnis als Versicherungsvertreter nach § 34d Abs. 1 GewO | Registrierungsnummer D-DLT9-RY57J-09
Eine Marke der WECOYA Underwriting GmbH | Große Elbstraße 39 | 22767 Hamburg | www.d-f-g.de



GENERAL DATA

Insurance policy holder/ producer	Name
	Address
	E-Mail
	Phone no.

Customer/client	
Title/working title	
Production no.	
Locations	
Shooting period	
Number of shooting days	
Duration of insurance (period insured)	from , 00.00 hrs to , 24.00 hrs

Can the shooting/production be repeated?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Is it a live broadcast?	<input type="checkbox"/> yes	<input type="checkbox"/> no

Total production costs (without overheads and profit)	€
Should certain expenses (e.g. rights) not be an object of the insurance? What are these and how high are they?	
1.	- €
2.	- €
Subtotal	€
Plus overheads	+ €
Plus profit (as interest in the event of a total loss)	+ €
Total sum insured	€

Please submit the cover sheet of the calculation!



Are there any circumstances planned which are significant to the risk?		
Stunts	<input type="checkbox"/> yes	<input type="checkbox"/> no
Shooting under water	<input type="checkbox"/> yes	<input type="checkbox"/> no
Shooting close to waters or on ships	<input type="checkbox"/> yes	<input type="checkbox"/> no
Shooting in deserts	<input type="checkbox"/> yes	<input type="checkbox"/> no
Use of pyrotechnics	<input type="checkbox"/> yes	<input type="checkbox"/> no
Flight shooting	<input type="checkbox"/> yes	<input type="checkbox"/> no
Fight scenes	<input type="checkbox"/> yes	<input type="checkbox"/> no
Car rides over 60 km/h	<input type="checkbox"/> yes	<input type="checkbox"/> no
Horseback riding scenes	<input type="checkbox"/> yes	<input type="checkbox"/> no
Other film scenes with animals	<input type="checkbox"/> yes	<input type="checkbox"/> no

If "yes", please explain the situation of the scenes and the safeguards



EXTRA - EXPENSE INSURANCE

(For contract outlines see information sheet)

Limit of Indemnity	25 % of the total production costs
Requested instead	% of the total production costs

We request more detailed information if a limit of indemnity of more than 25 % of the total production costs should be insured. Will for example special sets, special cameras etc. be used?

Insurance period	from , 00.00 hrs to , 24.00 hrs
Geographical limit	

Deductible	Minimum of 2,500.00 € per loss event
	Other deductibles upon request



IMAGE, SOUND AND DATA MEDIA INSURANCE – NEGATIVE AND VIDEOTAPE

(For contract outlines see information sheet)

Which material (negative, video, MAZ, HDD, digital data carriers etc.) will be used?	
Type of camera (Motion control, high speed, Red One etc.)	

If applicable, name and location of the film lab	
If applicable, name and location of the post production house	
Will the results of the film lab be awaited on the shooting locations?	<input type="checkbox"/> yes <input type="checkbox"/> no
If “no”	
a) How often will the exposed material be sent to the German film lab?	
b) Will the exposed material be collected and returned to Germany with the team?	<input type="checkbox"/> yes <input type="checkbox"/> no

Deductible	Minimum of 1,500.00 € per loss event
	Other deductibles upon request



PROPS, SETS AND WARDROBE INSURANCE

(For contract outlines see information sheet)

Sum insured	
Insofar as available, the total replacement value should be stated, e.g. with decoration and sets	
Sum insured (at 1 st risk) for props, sets and wardrobe	€

A list is necessary for items with a single value of more than € 15,000.00	
Item	Single value
1.	€
2.	€
3.	€
4.	€
5.	€
6.	€
7.	€

Period of insurance	from , 00.00 hrs to , 24.00 hrs
Geographical limit	

Deductible	Minimum of 250.00 € per loss event
	Other deductibles upon request



THIRD PARTY LIABILITY INSURANCE

(For contract outlines see information sheet)

Sums insured and deductibles	
Physical injuries and/or property damage (lump sum)	3,000,000.00 €
Financial losses	50,000.00 €

Limits of indemnifications	
Within the limits of the above mentioned sums insured, indemnifications per loss event are limited as follows:	
Rental property damages to plots, buildings and parts of buildings by fire or other environmental damages (acc. Part B, Subclause 3 a) of ZHM 2008)	Indemnification: 1,000,000.00 € Deductible: € 500.00 €
Rental property damages to plots, buildings and parts of buildings by other dangers (acc. Part B, Subclause 3 b) of ZHM 2008)	Indemnification: 100,000.00 € Deductible: 250.00 €
Rental property damages to movable objects (acc. Part B, Subclause 3 c) of ZHM 2008)	Indemnification: 10,000.00 € Deductible: 250.00 €
Processing/handling damages (acc. Part B, Subclause 2 of ZHM 2008)	Indemnification: 20,000.00 € Deductible: 250.00 €
Damages due to loss of keys (acc. Part B, Subclause 4 of ZHM 2008)	Indemnification: 10,000.00 € Deductible: 250.00 €
Loss of property of workforce and visitors (acc. Part B, Subclause 5 of ZHM 2008)	Indemnification: 10,000.00 € Deductible: 250.00 €
The sums insured for physical injuries and property, financial losses and rental property damages to buildings are maximised to twice the amount per insurance year.	
The sums insured for processing/handling, damages due to loss of keys, rental property damages to movable objects and damages to property of workforce and visitors are maximised to five times the amount per insurance year.	
All the above mentioned sums insured limit the insurer's obligation to pay including possible financial consequential losses resulting from the loss event	

Period of insurance	from , 00.00 hrs to , 24.00 hrs
Geographical limit	



MISCELLANEOUS EQUIPMENT INSURANCE

(For contract outlines see information sheet)

Total replacement value (= sum insured) of the miscellaneous equipment to be insured	€
--	---

A list is necessary for items with a single value of more than € 25,000.00	
Item	Single value
1.	€
2.	€
3.	€
4.	€
5.	€
6.	€
7.	€

Period of insurance	from , 00.00 hrs to , 24.00 hrs
Geographical limit	

Deductible	Minimum of 250.00 € per loss event
	Other deductible upon request



PRODUCTION CASH AND CREDIT INSURANCE

(For contract outlines see information sheet)

Sums Insured	
Sums insured for cash and cheques	€
Sum insured requested	€
A maximum amount of 2,500 € is insured, if it is locked	

Period of insurance	from , 00.00 hrs to , 24.00 hrs
Geographical limit	



ACCIDENT INSURANCE

(For contract outlines see information sheet)

<input type="checkbox"/>	Risk Group A	Persons, who do not exercise any dangerous activities, e.g. staff
<input type="checkbox"/>	Risk Group B	Persons, who are exposed to dangerous situations, e.g. horse-back riding, parachuting, motorcycle driving, etc.

If insurance cover is requested for persons who perform “stunts”, we will need to be informed accordingly.

Number of persons to be insured	Risk Group A:
	Risk Group B:

Sums insured	
Invalidity benefit per person	€
Death benefit per person	€

Period of insurance	from , 00.00 hrs to , 24.00 hrs
Geographical limit	

Precondition for the insurance cover is that the persons registered for insurance are aged from 18 to 65 years!

Please state the names and surnames as well as the dates of birth of the persons to be insured before commencement of the risk!



IMPORTANT NOTE

The signature under this questionnaire obliges neither the undersigned nor the insurance company to conclude the insurance; however the undersigned declares that they agree that this questionnaire will constitute a part of an insurance, which may be concluded for the film/event (series of events) concerned.

The applicant or the insured company is solely responsible for the accuracy and completeness of the facts stated, even if another person records these. Dashes or other signs of the absence of an answer are deemed as a negative answer.

Incorrect answers of the above questions concerning circumstances which pose a risk and malicious non-disclosure also of other dangerous circumstances can entitle the insurance company to refuse insurance cover.

I/we expressly declare that I/we have answered the questions above responsibly and have not failed to disclose any important information for assessing the risk.

CONSENT CLAUSE ACCORDING TO THE FEDERAL DATA PROTECTION ACT – BDSG

I/we hereby agree that the DFG shall send, to the necessary extent, data, which are derived from the application documents or execution of the contract (premiums, insured events, change to risk/contract) to reinsurance companies for assessing the risk and processing the reinsurance and for assessing the risk and the claims to other insurance companies and to the association of indemnity insurance companies for forwarding these data to other insurance companies. This consent shall also apply independent of the conclusion of the contract and for corresponding examinations with (insurance) policies applied for otherwise and with future applications.

I/we hereby agree that the DFG shall keep my general application, contract and payment data in joint data collections and forward them to the responsible agents, insofar as this is for the purpose of the proper execution of my/our insurance matters.

Place and date

Signature(s)



Note!

We request you to understand that in order to save costs and for purposes of simplification we would like to debit the premiums due by means of a direct debit procedure.

We ask you to complete, sign and return the following authorisation.

AUTHORISATION TO COLLECT ACCOUNTS RECEIVABLE BY MEANS OF DIRECT DEBIT

I/we hereby revocably authorise the DFG to collect the payments to be made by me/us by means of direct debit.

First name and surname	
For the debit of my/our account number	
International Bank Account Number (IBAN)	
Credit institute at which the account is kept	

If my/our account does not have the necessary cover, there is no obligation on the part of the credit institute to make payment.

Place/Date

Signature(s)



INFORMATION SHEETS/CONTRACT OUTLINES

Cast Insurance

The film or TV cast insurance covers consequential losses as a result of interferences or interruptions to the corresponding productions.

Reimbursed are the additional costs which are incurred through the failure of actors, directors or camera operators who are important for the production as a result of illness, accident or death. In case of termination of production due to failure, the production costs incurred to date or production costs spent in vain and those, which still have to be paid from contractual obligations.

The insurance policy holder has the possibility to insure all persons who are of major importance for executing the film project and the absence of whom during shooting can lead to delays or standstill, against these failures.

Of essential significance in this sector are also the co-insured costs to minimize damages, which can be incurred through changes in planning, weekend or night work, rewriting of the screenplay etc.

In special cases it is also possible to insure animals against these risks of failure.

The film cast insurance is also especially important in case of film productions and TV series, with conclusion of a completion bond it is even essential

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Terms and Conditions for Cast and Extra Expense Insurance (Ausfall 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Extra Expense Insurance

Whereas the cast insurance protects the producers against damages suffered through persons, this is the cover of a similar type for impairments to production through property damages to props and/or technical equipment. Destroyed scenery, costumes damaged in transit, the loss or theft of technical equipment or the burning of a selected motif also lead to interruptions, delays, changes in planning, etc.

Whereas in the case of the cast insurance a total termination is possible (e.g. death of an actor who cannot be replaced), this form of total damages is not imaginable with the extra expense insurance, as all property damages can be remedied with the corresponding time requirement. Thus, it is customary to agree a maximum damage limit.

Covered are principally all essential risks which can have an effect on the items used for producing the respective film project. – The insurance cover can however also be limited to selected risks and/or items.

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Terms and Conditions for Cast and Extra Expense Insurance (Ausfall 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Image, Sound and Data Media Insurance - Negative and Videotape

This insurance covers the production and processing risks which have an effect on the used material - negative, video, MAZ etc. and in fact from beginning until the making of the last copy or delivery of the final product - and if necessary, even earlier or longer. Here it is of no significance whether it concerns film, TV series, a documentary and advertising spot or cartoon productions.

The material used when producing a film (negative and/or MAZ) represents the production costs. If this material is damaged, no matter for what reason, it costs the producer money again to restore this. As the production processes on negative material or MAZ vary considerably in terms of risk potential, the premiums also differ accordingly.

Damages to the material can essentially arise in the camera, in transit, in the film lab and in the post production and indeed both in the video as well as sound field. Thus, the period of cover goes far beyond the actual shooting time.

Reimbursed are the restoration costs, which are incurred through damages to the film material as a result of camera, transport, copying damages, etc., and damages in the mechanical and electronic cut or by deleting the video tape.

Various forms of policies were developed for these sectors so that all requirements of the insurance policy holders can be handled accordingly.

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Terms and conditions for Image, Sound and Data Media (Negative and Videotape) Insurance (BiToDa 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Props, Sets and Wardrobe Insurance

The insurance as "All Risk" property damage cover includes the risks, which exist during the film and TV productions through damage or loss of props.

The prop – usually the object appearing in the picture – is primarily rented or borrowed and thus especially worthy of insurance. As the producer does not normally know the values of the props he has rented (he merely pays a rental fee), the sum insured is not based on the replacement value, but on a first-risk sum, up to which the insurance company is liable for insured property damages. Props can be works of art, antique furniture, but also costumes and uniforms, as well as decorations, animals or plants.

Should total production or replacement value be available (e.g. especially produced scenery) then insurance cover can also be granted on this basis. A limited cover is also possible if only selected risks are to fall under the insurance cover.

The insurance cover is designed individually through special clauses for certain areas of props.

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Terms and Conditions for the Props, Sets and Wardrobe Insurance (RAV 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Third Party Liability Insurance

Despite due care and attention no production is fully protected against damages, which third parties cause in the hectic life of the shooting. These can be personal injury as well as property damages. This risk is especially high in case of outdoor takes or in rented premises. The Third Party Liability Insurance which is especially coordinated to these requirements covers such claims owing to statutory liability provisions with contents under private law; however it also deals with the defence of unjustified claims.

This cover includes insurance cover both for the production risk of the film as well as for the other operational liability.

Essential extensions to cover are effected through the special terms and conditions which are available. In addition, the policy can be designed to take into account the structural conditions at the production companies.

With the same variety of layouts it is also possible to offer cover for organisers of concerts, congresses etc. through the **Deutsche FilmversicherungsGemeinschaft**.

Contract Outlines

- German legal requirements
- General Insurance Conditions for Liability Insurance (AHB 2008)
- Terms and Conditions for the Supplementary Conditions for the Third Party Liability Insurance of Media Companies (ZHM 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Miscellaneous Equipment Insurance

In this case, not just the film producer can insure his whole technical equipment against all risks, but also the owner of studio equipment as well as the appliance leasing company.

The Miscellaneous Equipment Insurance covers here the risk of damage or loss of technical items, which are used in the production of film and TV.

These include in particular:

Film and TV cameras including cassettes, lens, exposure meter, cable and other accessories.

Sound equipment including audio tape machines, microphones, tripods, cable, cases etc.

Film light such as spotlights, daylight lamps, control systems, etc.

Studio equipment including studio cameras for film and TV with all accessories and cutting tables, electronic cutting places, sound recording appliances, dubbing and trick systems.

This special insurance – primarily concluded on the replacement value – is offered depending on the circumstances and appliance pool as insurance with single declaration or flat rate basis.

Coordinated to the interests of the insurance policy holders there is both project-based, as well as annual cover.

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Terms and Conditions for the Miscellaneous Equipment Insurance (Geräte 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Production Cash and Credit Insurance

In case of outdoor takes – particularly when a lot of extras cast are used – the production often requires cash on site. The cash in hand insurance protects the producers against loss of cash, cheques, etc. as a result of theft, burglary theft and fire.

Here too it is possible to adapt the cover to the respective production circumstances.

The possibilities of the production company are taken into account as far as possible with the storage regulations. All means of payment can be insured.

Contract Outlines

- German legal requirements
- General Insurance Conditions for the Film and Event Insurances (AVB 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing



INFORMATION SHEET

Accident Insurance

This accident insurance protects against the consequences of accidents which the persons involved can suffer during the engagement.

Owing to contractual agreements or with foreigners owing to the non-availability of protection through the trade association it is possible for the producer to insure the circle of persons chosen by him against accidents.

The special feature of this special cover is that it is possible to provide cover according to the respective engagement on a short-term basis and coordinate to the respective activity (staff, actors, actresses, stuntmen and stuntwomen).

Besides the customary cover for the event of death or invalidity it is also possible to receive insurance cover for medical treatment, hospital or general per diem allowance or also return transport costs.

Contract Outlines

- German legal requirements
- Terms and Conditions for the Accident Insurance (AUB 2008)
- Special Instructions
- Customer Information for the contract
- Information leaflet concerning data processing