

TELEFILM
C A N A D A

PARTNER
OF ▶
CHOICE

CANADA FEATURE FILM FUND
INSURANCE REQUIREMENTS

TELEFILM.CA    

Canada Feature Film Fund Insurance Requirements

1. Introduction

Feature film projects that receive Telefilm funding under the Production, Documentary or Talent to Watch programs are required to obtain insurance coverage for their production. This includes projects that are receiving post-production financing.

This document sets out the minimum requirements that the insurance policies required by Telefilm must meet.

2. General Requirements

Applicants must ensure that they obtain insurance policies for their production that:

- Meet the standards of the film industry.
- Cover the risks generally related to film productions such as:
 - o liability for errors and omissions in the chain of title of the project, infringement of copyright, defamation, or invasion of privacy.
 - o death, personal injury or other incapacity of the director, principal performers, or other individuals.
 - o loss or destruction of the master copy of the project and of the sets, props or equipment used on the project, and liability for damage to property.
- Are in place at all material times, as detailed below for each particular policy.
- Are provided by a firm specializing in film entertainment insurance.
- Ensure that the insurance proceeds will be sufficient to permit full recovery of the loss, including any required re-shooting for the completion of the project.
- Ensure that Telefilm is added to the policies as a loss payee or additional insured, as detailed below.
- List the applicant company named in Telefilm's decision letter, as well as any co-applicants and coproduction companies, as primary insured.

At the time required in Telefilm's financing agreement, applicants will have to provide to Telefilm certificates of insurance or other written evidence satisfactory to Telefilm that the required insurance coverages are in existence and that they meet Telefilm's requirements.



Applicants are strongly urged to discuss their intentions for insurance with their legal advisor and insurance broker as early as possible to understand the process and requirements specific to their production, regardless of when the insurance certificates must be provided to Telefilm.

3. Detailed Requirements

The following are the minimum requirements Telefilm will accept for each type of insurance as well as the language required in the insurance certificates required by Telefilm.

Type of Insurance	Description	Minimum Requirements	Required Certificate Language
<p>Comprehensive General Liability Insurance (CGL)</p>	<ul style="list-style-type: none"> - Coverage against lawsuits for bodily injury or property damage arising out of filmmaking operations. - Includes death, personal injury or other incapacity of the director, principal performers, and other individuals. - No reference to principal performers is required in the case of an animated production. - The extent of the coverage will vary for each project depending on elements such as the nature of the shoot, the location, the script, requirements from the owner of the filming location or the relevant public authority (e.g., municipality, airport, etc.). 	<ul style="list-style-type: none"> - Term: Must be effective from preproduction. Term ends with delivery of final version. - Coverage amount: Minimum \$2 Million per claim 	<p><i>“It is hereby understood and agreed that Telefilm Canada, its officers, directors, agents, and employees are added as additional insureds but only with respect to the operations of the Insured. This policy shall not be cancelled or modified during the period of coverage as stated hereon, in such a manner to reduce the coverage of this endorsement or policy unless thirty (30) days prior written notice has been given to Telefilm Canada.”</i></p>
<p>Entertainment Package Insurance</p>	<ul style="list-style-type: none"> - Coverage against financial risks to the production caused by, among others, faulty stock, loss, or destruction of the master copy of the production and/or of the sets, props or equipment used in the production; liability for damage to property and cast injuries. 	<ul style="list-style-type: none"> - Term: Must be effective from preproduction. Term ends with delivery of final version. - Coverage amount: Must at a minimum be equal to the full budget amount approved by Telefilm. 	<p><i>“It is hereby understood and agreed that Telefilm Canada is added as a loss payee. This policy shall not be cancelled or modified during the period as stated hereon, in such a manner to reduce the coverage of this endorsement or policy unless thirty (30) days prior written notice has</i></p>

	<ul style="list-style-type: none"> - Other covered items determined by insurance company based on particulars submitted (e.g., additional equipment, vehicles, props coverage, property, etc., as applicable) 		<p><i>been given to Telefilm Canada.”</i></p>
<p>Errors and Omissions Insurance (“E&O insurance”)</p>	<ul style="list-style-type: none"> - Coverage against lawsuits arising out of errors and omissions in the chain of title of the production, copyright infringement, defamation, or invasion of privacy. - **E&O insurance is a requirement for distribution and release of any film production or product. Without such E&O insurance, a project cannot be released nor be marketable as it protects filmmakers, distributors, funders etc. against potential liability. 	<ul style="list-style-type: none"> - Term Minimum of 3 years, whether the policy is occurrence based or claims made, beginning at the latest from start of principal photography. Telefilm may require the E&O insurance to be in place earlier depending on the project. - Coverage: Minimum \$1 Million per claim, \$3 Million aggregate, maximum deductible of \$10,000. Higher thresholds may be required depending on the specific circumstances of a project. - Final Certificate must be without exclusions: Title, music, stock, internet etc. must be included and covered for the world. <p>***Applicants whose projects are based on a real person or original existing work or creatively dependant on third party owned intellectual property such as source material, music, stock or other known persons or brands should discuss the E&O application process specific to their needs with their entertainment lawyer</p>	<p><i>“It is hereby understood and agreed that Telefilm Canada, its officers, directors, agents and employees are added as additional insureds but only with respect to claims arising out of acts, errors or omissions of the named insured. This coverage shall be primary and not contributing to or in excess of any such Insurance maintained by Telefilm Canada. This policy shall not be cancelled or modified during the period of coverage as stated hereon, in such a manner to reduce the coverage of this endorsement or policy unless thirty (30) days prior written notice has been given to Telefilm Canada.”</i></p>

		and broker very early on in the production process, in some cases even prior to pre-production.***	
--	--	---	--