# AICP Virtual Town Hall

Named Insured Status/Coverage Confirmation Form

October 9, 2025

# Named Insured Status/Coverage Confirmation Form

Over the years, changes to production contracts, wrap-up insurance addendums, the use of foreign wrap-up programs, the underwriting and claims processes at insurance carriers, and personnel changes within advertisers and agencies have resulted in a blurred understanding of the original premise on which wrap-up insurance programs were implemented.

# Named Insured Status/Coverage Confirmation Form

The goal in asking coverage-specific questions is to enable all parties to enhance their basic understanding of production insurance and increase the likelihood that the insurance program will function as intended for everyone involved.

The objective of the form is to help ascertain the following:

- The insurance limit for the elements is adequate to cover the entire budget; the elements are covered in all phases of production; and each business that contributes to the production is protected if the footage is damaged or destroyed while in its possession. To that end, the budget declared to the advertiser/agency insurance carrier should include the agency's costs (e.g., agency travel, talent costs, etc.), production costs, post-production costs, and foreign production costs (if any). If the wrap-up insurance does not include full coverage for all parties, everyone should be made aware of the gap(s) in coverage so they may make other arrangements if they choose to do so.

The objective of the form is to help ascertain the following:

- The production company is listed as a named insured on the policies, and the coverage is written on a primary noncontributory basis without recourse to any other insurance that may exist. The wrap-up insurance policies should contain policy endorsements that makes it clear that no other insurance policies maintained by an advertiser, agency, production company or post-production company shall be required to contribute to a claim payment before all wrap-up policy limits have been exhausted.

The objective of the form is to help ascertain the following:

- Any foreign insurance requirements are spelled out clearly and only insurance which can be purchased in the country where the shoot will take place, can be required. There are inherent risks when shooting outside of the United States and any gaps in coverage must be identified since the foreign production service company may not have access to certain policies or cannot maintain specified insurance coverage limits as may be required.

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Will the production, post-production, and foreign production service companies be listed on the following wrap-up policies as named insureds? (Naming a company as an additional insured may not afford the proper coverage.)

Select all that apply.

| | Production Company | Post Production | Foreign Production Service Company |
|---|---|---|---|
| Commercial General Liability | | | |
| Non-Owned & Hired Automobile Liability | | | |
| Film Production Package Policy | | | |
| Umbrella/Excess Liability | | | |
| Errors & Omissions/Media Liability | | | |
| Group Travel Accident | | | |
| Foreign Liability Policy | | | |
| Non-Owned Aviation Liability (when applicable) | | | |
| Non-Owned Watercraft Liability (when applicable) | | | |

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Will the Negative Film and Videotape, Faulty Stock Camera & Processing/Production Media/ Media Perils limits be sufficient to cover all production-related costs of the agency, advertiser, production company, foreign production service company and post-production companies?

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Does the wrap-up insurance program cover direct physical damage to the elements wherever located throughout the world and through the completion of post-production?

Will the benefit of this coverage extend to:

- the local foreign production service company?
- the post-production company?

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Is the wrap-up insurance program placed with insurance carriers authorized to do business in the United States?

*(Please note: wrap-up coverage issued in the U.K. and Europe does not afford the necessary levels of protection to a U.S. domiciled production company, regardless of the shoot location. If the agency or advertiser cannot provide a U.S. wrap-up program to a U.S. production company, the AICP advises the production company to insure the project.)*

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Can the wrap-up program include Canadian General Liability and Non-Owned & Hired Automobile Liability coverage from an insurer located in Canada on which the Canadian foreign production service company can be added as a Named Insured?

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Are the following insurance policies listed as underlying coverage in the Umbrella/Excess Liability policy?

(Select all that apply.)

- Commercial General Liability Insurance
- Non-owned and Hired Automobile Liability
- Foreign Liability
- Third Party Property Damage Liability

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Does the Umbrella/Excess Liability policy contain an “Employee Injury exclusion?

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## Does the Film Production Package Policy provide the following coverages? (Select all that apply.)

- Negative Film & Videotape/Production Media
- Faulty Stock, Camera & Processing/Media Perils
- Props, Sets and Wardrobe
- Extra Expense
- Off Premises Power Interruption
- Miscellaneous Equipment
- Third Party Property Damage
- Operator Error
- Commercial Producers Indemnity
- Difference In Conditions
- Monies & Securities
- Imminent Peril
- Strikes (non-industry related)
- Civil Authority
- Ingress & Egress
- Office Contents (temporary location)
- Hired Vehicle Physical Damage
- Loss of Use
- Cast/Non Appearance
- Talent Cost
- Agency Reshoot Cost

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Does the civil authority, imminent perils, ingress/egress, off premises power interruption, strikes (non-industry related) coverages contain an annual aggregate limit?

If YES, what is the annual aggregate limit?

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Has the "Other Insurance" provision of each of the wrap-up insurance policies been endorsed to state:

"The insurance provided under this Coverage Part will apply before any other insurance available to the named insured shown in the Schedule, whether such other insurance is primary, excess, contingent or on any other basis, and will not seek contribution from such other insurance available to that named insured, provided that:

(a) The named insured is a Named Insured under such other insurance; and

(b) You have agreed in writing in a contract or agreement that this insurance would:

   (i) Apply before any other insurance available to the named insured; and

   (ii) Not seek contribution from any other insurance available to named insured."

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Is the foreign production service company required to maintain separate coverage for the following:

- Worker's Compensation and/or social insurance benefits to cover local hires working in their country of hire?
- Compulsory Automobile Liability insurance which is legally required by the locality to use motor vehicles?

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Is the foreign production service company required to provide any other types of insurance?

Please state the specific coverage, terms, and limits requested below:

# Legal Disclaimer

*This presentation is designed as a service to AICP Members and is intended only to provide general information on the subject covered and not as a comprehensive or exhaustive treatment of that subject, legal advice or a legal opinion. Members are advised to consult with legal counsel and other professionals with respect to the application of the subject covered to any specific production or other factual situation. The AICP recognizes and encourages the fact that each company exercises its own independent business judgement regarding the terms and conditions under which it operates, and this presentation is intended to inform and assist the independent decision process. The brief description of coverage used throughout this presentation is intended for informational purposes and to simplify difficult concepts to grasp. This presentation is not intended to express any legal opinion as to the nature of the coverage.*