

Producer's E&O Application

About This Program

This application is used to insure a single production or series with a budget up to of \$20,000,000

Required Documents

The following documents are required to apply for coverage:

- This application, including signature on page 10
- Budget top sheet (if cover is for a single production or series)
- Detailed Synopsis (if cover is for a single production or series)
- Title Report (if title coverage and if cover is for a single production or series)

NOTICES:

Applicable in all states but NY: This insurance coverage provides that the policy limit available to pay damages shall be reduced by amounts incurred for defense costs. Further note that amounts for defense costs shall be applied against the retention amount.

Applicable in NY: This insurance coverage provides that the policy limit available to pay damages shall be reduced by amounts incurred for defense costs, and may be completely exhausted by such amounts. We shall not be liable for defense costs or for the amount of any judgment or settlement after exhaustion of the policy limit. Further note that amounts for defense costs shall be applied against the retention amount.

Applicant Information

Named Insured:	
Entity Type:	<input type="checkbox"/> Individual <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit
Applicant Ownership	<input type="checkbox"/> Publicly Traded <input type="checkbox"/> Privately Held
Country of Residency (if individual):	
Country of Registration (all others):	
Primary Address (no PO Box):	
Mailing Address (if different to primary):	
Contact Person:	
Phone / Fax:	
Email:	
Website:	
Year Business Established:	
Federal ID:	
Description of Operations:	

Insurance History

Any insurance declined, cancelled or non-renewed that provided the same or similar coverage as the insurance sought? (not applicable in MO). If yes, provide details:	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Any prior insurance coverage? If yes, provide details below	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Policy Type	Carrier	Policy #	Expiration Date	Premium
			/ /	
			/ /	

Are You aware of any claims or legal proceedings made or commenced against You or any of Your officers, members, or partners within the last five (5) years for: (1) invasion of privacy or false light; (2) IP infringement; (3) defamation; or (4) breach of contract arising out of the alleged submission of any ideas, story line, or script? If yes, provide details below.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Policy/Line	Date of Loss	Description of Loss	Amount of Loss
	/ /		
	/ /		

Qualification Questions

Does the production involve any of the following: animation, pornographic materials, ride alongs, hidden cameras, pranks and consumer voting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you be using a clearance attorney with at least 5 years of relevant media law experience?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Producer's E&O Application

Clearance, Licenses, Consents, Legal Procedures

Clearance Procedures

1. Have you obtained a title report from a recognized agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the name or likeness of any actual living person used, portrayed or identifiable in the Named Production? If yes, will necessary permissions be obtained prior to first airing, distribution or public display of the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is the name or likeness of any actual deceased person used, portrayed or identifiable in the Named Production? If yes, will necessary permissions be obtained from personal representatives, heirs or estates prior to first airing, distribution, or public display of the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the production based on an underlying work? If no: a) Are you aware of any similar format or concept? i) If yes, has your attorney confirmed that they are satisfied you can safely proceed with your exploitation of the work? b) Has any similar format or similar material been submitted to you at any time? If yes: a) Have copyright reports been obtained? b) Are there any ambiguities, gaps or problems in the chain of title? c) Has the chain of title of all works on which the production is based been thoroughly investigated and cleared back to the original copyright owners to determine that all grants or transfers in the chain of title permit you to assign or sublicense the material as incorporated in your production?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Licenses, Releases, Consents

1. Have you obtained from all writers and other content providers to the production, written warranties that the content with which they provide you does not infringe the rights of any third party and have you obtained an indemnity for any breach of this warranty?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you obtained a written agreement from all performers or persons appearing in your production consenting to their appearance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Will any film clips, TV clips or photographs be used in this production? If yes: a) Have all licenses and consents been obtained from the copyright owner without restriction and are you authorized to assign or sublicense the licensed materials as incorporated in your production? b) Do you have the authorization of any person or entity depicted in the film clip, TV clip or photograph to use their depiction in your production and to assign or sublicense that depiction in your production?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have the following musical rights been obtained from the composer and/or performers of specially commissioned music and/or cleared with the owners of pre-existing music and/or recordings: a) Recording and synchronization b) Performing rights? c) Right to distribute for all forms of distribution contemplated (home video, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you or any of your agents been unable to obtain or been refused an agreement or release after having: a) Negotiated for any rights in literary, musical or other materials? b) Negotiated for release from any persons in respect of any material incorporated in the production? If Yes, please explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Producer's E&O Application

Merchandising

1. Is coverage desired for Merchandising for this Production? If Yes: a) Have all necessary consents and licenses been obtained in respect of any associated merchandising? b) Will appropriate trademarks or other searches be made before merchandising characters or other matter that might be subject to trademark, unfair competition or similar claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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Legal Procedures

1. Have you suffered any loss or has any claim, whether successful or not, ever been made against you that would be covered by this insurance? If Yes, please attach details including the date of each claim or loss, the amount of the claim and any remedial action taken.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you aware of any problem which is likely to lead to you suffering a loss or a claim being made against you that would be covered by this insurance? If Yes, please attach details of each problem.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. It is understood and agreed that with respect to the above questions if such knowledge of information exists, any claim or action arising there from is excluded from this proposed coverage.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Producer's E&O Application

Production Details

Production Information

Title of Production												
Type of Production	<input type="checkbox"/> Commercial <input type="checkbox"/> Documentary <input type="checkbox"/> Educational & Training <input type="checkbox"/> Feature Film (for theatrical release) <input type="checkbox"/> Feature Film (not for theatrical release) <input type="checkbox"/> Industrial <input type="checkbox"/> Infomercial <input type="checkbox"/> Music Video <input type="checkbox"/> Radio Series (one episode/week) <input type="checkbox"/> Radio Series (two or more episodes/week) <input type="checkbox"/> Television Mini Series or Docudramas <input type="checkbox"/> Television Pilot, Special or Feature <input type="checkbox"/> Television Series/Daily Programming <input type="checkbox"/> Television Series/Weekly Programming <input type="checkbox"/> Theatrical Stage Production <input type="checkbox"/> Training Video <input type="checkbox"/> Video Distributor											
Nature of Production	<input type="checkbox"/> Based on Another Work <input type="checkbox"/> Controversial <input type="checkbox"/> Educational <input type="checkbox"/> Foreign Language <input type="checkbox"/> Home & Garden <input type="checkbox"/> Innocuous <input type="checkbox"/> Investigative Reporting <input type="checkbox"/> Live Programming <input type="checkbox"/> Talk Show <input type="checkbox"/> Reality TV											
Type of Work	<table border="1"> <tr> <td><input type="checkbox"/> Entirely fictional and original</td> </tr> <tr> <td><input type="checkbox"/> Entirely fictional but based on another's work Name of Author(s): Title(s): Date(s) of Publication:</td> </tr> <tr> <td><input type="checkbox"/> Entirely fictional but inspired by actual events</td> </tr> <tr> <td><input type="checkbox"/> Portrayal of actual events with original fictionalization</td> </tr> <tr> <td><input type="checkbox"/> True portrayal of actual events</td> </tr> <tr> <td><input type="checkbox"/> Other portrayal. Describe:</td> </tr> </table>		<input type="checkbox"/> Entirely fictional and original	<input type="checkbox"/> Entirely fictional but based on another's work Name of Author(s): Title(s): Date(s) of Publication:	<input type="checkbox"/> Entirely fictional but inspired by actual events	<input type="checkbox"/> Portrayal of actual events with original fictionalization	<input type="checkbox"/> True portrayal of actual events	<input type="checkbox"/> Other portrayal. Describe:				
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<input type="checkbox"/> True portrayal of actual events												
<input type="checkbox"/> Other portrayal. Describe:												
Synopsis												
Gross Production Cost (Total Budget)												
Running time	_____ minutes											
Initial Release or Air Date	<input type="checkbox"/> ____/____/____ <input type="checkbox"/> Not previously released or aired											
Number of Episodes (if applicable)	_____											
Length Per Episodes (if applicable)	_____											
Number of Weeks (if applicable)	_____											
Distributor Name & Address (indicate multiple distributors on an additional page)	_____											
Distribution Territory	<table border="1"> <tr> <td><input type="checkbox"/> Local</td> <td>90% of distribution within local area (population less than 100,000)</td> </tr> <tr> <td><input type="checkbox"/> Metro</td> <td>90% of distribution within larger metro area (population 100,000 or greater)</td> </tr> <tr> <td><input type="checkbox"/> Regional</td> <td>90% of distribution within 2 to 6 states</td> </tr> <tr> <td><input type="checkbox"/> National</td> <td>90% of distribution within the nation</td> </tr> <tr> <td><input type="checkbox"/> International</td> <td>Greater than 10% of distribution outside the nation</td> </tr> </table>		<input type="checkbox"/> Local	90% of distribution within local area (population less than 100,000)	<input type="checkbox"/> Metro	90% of distribution within larger metro area (population 100,000 or greater)	<input type="checkbox"/> Regional	90% of distribution within 2 to 6 states	<input type="checkbox"/> National	90% of distribution within the nation	<input type="checkbox"/> International	Greater than 10% of distribution outside the nation
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<input type="checkbox"/> National	90% of distribution within the nation											
<input type="checkbox"/> International	Greater than 10% of distribution outside the nation											
How will the production be released (Select all that apply)	<table border="1"> <tr> <td><input type="checkbox"/> Cable/Satellite/Wireless</td> <td><input type="checkbox"/> Television</td> </tr> <tr> <td><input type="checkbox"/> DVD/Videotape</td> <td><input type="checkbox"/> Theatrical Release</td> </tr> <tr> <td><input type="checkbox"/> Internet</td> <td><input type="checkbox"/> Theatrical Stage</td> </tr> <tr> <td><input type="checkbox"/> Radio</td> <td><input type="checkbox"/> Other _____</td> </tr> </table> <p>If DVD/Videotape:</p> <p>a) Will there be bonus material <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b) Will bonus materials use same clearance procedures as the rest of the production? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<input type="checkbox"/> Cable/Satellite/Wireless	<input type="checkbox"/> Television	<input type="checkbox"/> DVD/Videotape	<input type="checkbox"/> Theatrical Release	<input type="checkbox"/> Internet	<input type="checkbox"/> Theatrical Stage	<input type="checkbox"/> Radio	<input type="checkbox"/> Other _____		
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<input type="checkbox"/> DVD/Videotape	<input type="checkbox"/> Theatrical Release											
<input type="checkbox"/> Internet	<input type="checkbox"/> Theatrical Stage											
<input type="checkbox"/> Radio	<input type="checkbox"/> Other _____											

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Key Personnel

Enter the key personnel. At a minimum, the producer, executive producer and script writer must be listed.

Personnel Role	First & Last Name
Executive Producer	
Producer	
Script Writer	

Legal

Attorney's Name Firm Name Firm Address Phone Number Email	<hr/> <hr/> <hr/> <hr/> <hr/>
Have you and your attorney read and agreed to exercise due diligence to insure that the 'Clearance Procedures' attached are followed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Producer's E&O Application

Term, Coverages, Additional Insureds

Effective Date	_____ / _____ / _____
Coverage Term	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years
Coverage Basis *	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence

* An occurrence basis may not be available in all jurisdictions.

Coverages

Occurrence / Aggregate Limit *	<input type="checkbox"/> 1m/1m <input type="checkbox"/> 1m/2m <input type="checkbox"/> 1m/5m <input type="checkbox"/> 2m/2m <input type="checkbox"/> 1m/3m <input type="checkbox"/> 3m/3m <input type="checkbox"/> 2m/4m <input type="checkbox"/> 2m/5m <input type="checkbox"/> 3m/5m <input type="checkbox"/> 4m/4m <input type="checkbox"/> 5m/5m
Retention *	<input type="checkbox"/> 10,000 <input type="checkbox"/> 15,000 <input type="checkbox"/> 20,000 <input type="checkbox"/> 25,000 <input type="checkbox"/> 50,000 <input type="checkbox"/> 75,000 <input type="checkbox"/> 100,000
Rights Period Endorsement (Available for occurrence based policies only)	<input type="checkbox"/> Include <input type="checkbox"/> Exclude
Title Coverage (requires title report and carrier approval)	<input type="checkbox"/> Include <input type="checkbox"/> Exclude
Merchandising	<input type="checkbox"/> Include <input type="checkbox"/> Exclude
Additional Insured Endorsement	<input type="checkbox"/> Include <input type="checkbox"/> Exclude
Worldwide Coverage Territory	Included

* Indicates a required item

Additional Insureds

Name	Address, City, State, Zip	Type
		<input type="checkbox"/> Distributor <input type="checkbox"/> Broadcaster <input type="checkbox"/> Other
Special Wording Requirements: Rights Period Endorsement Required <input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Distributor <input type="checkbox"/> Broadcaster <input type="checkbox"/> Other
Special Wording Requirements: Rights Period Endorsement Required <input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Distributor <input type="checkbox"/> Broadcaster <input type="checkbox"/> Other
Special Wording Requirements: Rights Period Endorsement Required <input type="checkbox"/> Yes <input type="checkbox"/> No		
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Special Wording Requirements: Rights Period Endorsement Required <input type="checkbox"/> Yes <input type="checkbox"/> No		

NOTE: Availability of coverage will depend on individual risk characteristics and the State in which insured is located.

Producer's E&O Application

Legal Notices & State Fraud Disclosures

Additional Documents and Information Incorporated By Reference

All written statements, materials or documents furnished to the insurer in conjunction with this application, regardless of whether such documents are attached to the policy, are hereby incorporated by reference into this application and made a part hereof, including without limitation any supplemental applications or questionnaires.

Declaration

I declare that this application form has been completed after proper inquiry and, based on this inquiry, I declare the application contents are true, accurate, and not misleading.

I declare that I will immediately notify Hiscox, before any contract of insurance is concluded, of any additional information that might render the contents of this application untrue, inaccurate, or misleading, or if any new fact or matter arises which is material to the consideration of this application for insurance.

I declare that I understand and agree that if any of the contents of this application are intentionally untrue, inaccurate, or misleading, in any material respect, or if I fail to notify Hiscox of additional information that might render the contents of this application untrue, inaccurate, or misleading, in any material respect, then Hiscox is entitled to rescind any policy issued pursuant to this application.

I declare that I understand and agree that this application and all materials submitted in connection with this application are incorporated into and form the basis of any policy issued by Hiscox pursuant to this application.

I declare that by signing this application I am representing that I am duly authorized to execute insurance contracts on behalf of the entity applying for this coverage and that all representations (whether verbal or written) made in connection with this application are made on behalf of and shall be fully binding upon such entity.

State Fraud Disclosures:

Notice to Alaska Resident Applicants: A person who knowingly and with the intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information is guilty of a felony.

Notice to Arkansas, New Mexico and West Virginia Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to California Resident Applicants: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in prison. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory authorities.

Notice to Delaware Resident Applicants: Any person who knowingly, and with the intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Notice to District of Columbia Applicants: Warning: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to Florida Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Notice to Hawaii Resident Applicants: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines, imprisonment or both.

Notice to Idaho Resident Applicants: Any person who knowingly, and with the intent to defraud or deceive any false, incomplete or misleading information is guilty of a felony.

Notice to Indiana Resident Applicants: A person who knowingly and with the intent to defraud an insurer files a statement of claims containing any false, incomplete or misleading information commits a felony.

Notice to Kentucky Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Notice to Louisiana, Maine and Tennessee Resident Applicants: Any person who knowingly and with the intent to defraud any insurance company or another person, files a statement of claim contain any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties. Insurance benefits may also be denied.

Notice to Minnesota Resident Applicants: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Notice to Nebraska Resident Applicants: Any person who knowingly presents false information in an application for insurance or viatical settlement contract is guilty of a crime and may be subject to fines and confinement in prison.

Producer's E&O Application

Notice to Nevada Resident Applicants: Pursuant to NRS 686A.291, any person who knowingly and wilfully files a statement that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Notice to New Hampshire Resident Applicants: Any person who, with the purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Notice to Ohio Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Notice to Oklahoma Applicants: Warning: any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony (365:15-1-10, 36 §3613.1).

Notice to Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to Utah Resident Applicants: For your protection, Utah law requires the following to be included in this application: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

Notice to Virginia and Washington Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Notice to Vermont Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or, conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which may be a crime and may subject such person to criminal and civil penalties.

Notice to Applicants in all Other States: Any person who knowingly and with intent to defraud any insurance company or other person files a n application for insurance or state ment of cl aim containing any materially false inform ation or, conceals, for the p urpose of mi sleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject such person to criminal and civil penalties.

Clearance Procedures

Please read the following section carefully

Clearance has the simple purpose of ensuring that the insured production is not vulnerable to litigation. You should ensure that:

- If the insured production carries any risk of libel, or a related legal problem, it is cleared; and
- All rights necessary to production, exhibition, and distribution in all media are secured before you fill in this form, or will be as soon as practicable. We must be informed of any rights problems related to material included in the insured production, as soon as you become aware of them, and you must seek advice on such problems from your own attorneys.

Accordingly, you and your attorneys should be sure before first exhibition of the insured production that:

1	All necessary rights have been obtained, covering domestic and foreign territories, including any extensions and renewals, for all literary material (other than original and unpublished material) contained in the insured production. If full copyright is not obtained, any limitations and/or reservations must be notified to us. If you are acquiring the insured production as a completed work (such as a pick-up of a motion picture) rights must also be secured covering the completed work. The origin of all works on which the insured production is based must be traced and cleared in order to ascertain that you have all the required rights in the work.
2	Written agreements must exist between you and the creators, authors, writers and owners of all material, including quotations from copyrighted literary works, film, television, and audio clips, clips of pre-existing music, featured copyrighted props such as maps, etc, used in the insured production, authorizing you to use the material in the insured production (except in the case of approved 'fair dealing'). All agreements should include a waiver of so-called 'moral rights'.
3	If the subject matter of the insured production is potentially defamatory, or for any other reason legally contentious, it has been cleared by a suitably qualified libel attorney, as has any 'fair use' and all recommended changes have been made.
4	In the case of fictional characters, a full cast script clearance check has been carried out, also of business names, etc and again, all recommended changes have been made.
5	All contracts and releases must give you the right to market the insured production for use in all media and markets (e.g. DVD, video cassette, digital format, internet etc.). In particular, any gaps in respect of underlying rights must be notified.
6	Synchronization and performance licenses must be obtained from the composer or copyright owner of all music used in the insured production. Licenses are unnecessary if the music (and its arrangement) is in the public domain. Licenses must also be obtained from the owners of recordings for the use of previously recorded music.
7	If the insured production contains any film clips, you have obtained authorization to use the film clip from the owner of the clip who has the right to grant such authorization and have obtained authority from the owners of and contributors to the film clip e.g. underlying literary and musical rights, owners, actors, and musicians etc. All releases must give you the right to edit, add to and/or delete any or all of the material supplied by the releasor.
8	You must be sure that you or any of your partners or directors have not received any unsolicited submissions of any literary or dramatic material, programme ideas, formats or storylines from any third parties which are similar in content or style to the insured production. If you have, you must have a process for dealing with them and quit claims must be obtained where appropriate.
9	Any problems relating to the insured production which are not known at the time of completing this application form must be notified to us as soon as they arise.
10	Any bonus material, interviews or outtakes included on a DVD or any other media version of the production must go through the same clearance procedures as the insured production.
11	Any uses of copyrighted material in its renewal term must be authorized by persons or entities entitled by statute to renew.
12	All contracts, releases, grants of rights of every kind (including all prior grants in your chain of title) must authorize you to use the acquired material in your production and to assign or sublicense it in any form.

The above clearance procedures are not exhaustive, nor do they cover all situations which may arise, given the great variety of productions. You and your attorneys must continually monitor the insured production at all stages, and in light of any special circumstances, make certain that the insured production contains no material which could give rise to a claim.

Applicant Warranties and Representations

The applicant hereby warrants and represents:

1	That the information supplied herein is in all respects true, and material to the issuance of an insurance policy, and that no information has been omitted, suppressed or misstated; and
2	That Applicant and its counsel has supplied Company with all information required to be furnished pursuant to the Clearance Procedures, and to the extent such information is not known at the time of the application, such information will be furnished in writing to the Company as soon as known.
3	Applicant will use best efforts to procure from third parties, from whom it obtains material for the productions to be insured, written warranties and indemnities against all claims arising out of any use of such material.
4	Applicant and its counsel will use diligence to determine whether any portrayal, matter or materials used in the production to be insured violates the right of any person or entity, and, where necessary, applicant will obtain from such person or entity, the right to use the same in connection with the Insured production.

If pursuant to (2) above, information is hereafter furnished to the Company, Company shall have the right to limit the insurance coverage at its discretion.

This application and all attachments will be attached to, and form part of, any policy which may be issued as a result of this application. The signing of this application does not bind the Applicant or the Company to complete the Insurance unless and until a Policy of Insurance is issued in response to this application. All exclusions in any policy, which may be issued by Company, shall apply regardless of any answers of statements in this application. Applicant understands that the limit of liability and deductibles under any policy, which may be issued by Company, shall include both loss payment and claim expense, as defined in the policy.

Signature

The undersigned is a duly authorized representative of the Applicant and hereby acknowledges that reasonable inquiry has been made to obtain the answers herein which are true, correct, and complete to his/her best knowledge and belief.

Applicant Signature
& Title:

Date:

(Duly authorized representative, by and on behalf of the Applicant)

To be completed by your Insurance Broker:

Insurance Company(s) Applied to:

Insurance Broker:

License Number: