



TV, FILM, WEBISODES & THEATRE PRODUCERS ERRORS & OMISSIONS INSURANCE APPLICATION - ANNUAL

1. GENERAL INFORMATION

1) Name of Organization/Legal Entity/Production Company (Applicant):

_____ (please show complete name as you wish it to appear on the policy)

2) Address (Not P.O. Box):

3) Website: _____

4) Please provide your turnover including fee income:

	PAST YEAR	CURRENT YEAR	NEXT YEAR
	\$ _____	\$ _____	\$ _____
CANADA	\$ _____	\$ _____	\$ _____
UNITED STATES	\$ _____	\$ _____	\$ _____
ELSEWHERE (please specify): _____	\$ _____	\$ _____	\$ _____
TOTAL:	\$ _____	\$ _____	\$ _____

5) What is your largest production budget last year? _____

6) What is your estimated number of productions per year? _____

7) What was your average production budget last year? _____

8) Please complete the following:

GENRE: TV, DVD, WEBISODES	CURRENT YEAR %	NEXT YEAR %
Entertainment / Sitcom / Daytime		
Documentary (non-investigative or contentious)		
Documentary (investigative and / or contentious)		
Reality		
Drama		
Chat show		
Game show		
Children		
Religious		
Nature		
Ancient History		
Modern History		
Educational / training		
Sport		
Live programming		

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9) Are you creating any digital companion material (e.g. interactive websites, applications, games or behind the scenes footage)?

If YES, please provide typical budgets for these items and brief description of the material being created:

YES NO

10) Please advise the broadcasters to whom you regularly supply programmes:

BROADCASTERS	GENRE

11) For any live shows or chat shows, are there areas for discussion/review vetted by your lawyers for any potential legal problems prior to recording? YES NO

12) Is there a time delay? YES NO

13) Are all presenters of live shows briefed to cope with libellous statements which could arise from phone-ins or live audiences? YES NO

2. CLEARANCE PROCEDURES

14) Will the script and final cut of the production be reviewed by a suitably experienced media lawyer, for the usual related matters including, but not limited to defamation, contempt, invasion of privacy, copyright and trademark? YES NO
If NO, please explain:

15) If YES, please provide name of lawyer & law firm:

16) Will your lawyer review all chain of title documents and confirm there are no gaps or ambiguities? YES NO

17) Will you be using any material in your productions for which you will be relying on the defence of fair dealing or fair use? YES NO

18) Do you ensure all licenses, clearances and consents are obtained for the following prior to first dissemination:

Copyright owners	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (*all scheduled media is entirely original and so not applicable)
Authors, Writer, Contributors (including creative input) and Performers	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Any living persons appearing or used in your scheduled media	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (no living person featured in any scheduled media at all)
Heirs or estates of deceased persons	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (no deceased person featured in any scheduled media at all)
Music Owners	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (no music included in any scheduled media at all)
Owners of film footage, TV clips, photographs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (no film footage, TV clips or photographs included in any scheduled media at all)
Persons featured in film footage, TV clips, photographs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A <input type="checkbox"/> (no film footage, TV clips or photographs included in any scheduled media at all)

19) Please advise Policy limit required:

20) I/We have read and will adhere to the clearance procedures attached:

YES NO

21) If you require title cover, please provide a copy of your title report and legal opinion for us to review:

3. CLAIMS DECLARATION

22) After enquiry, are your management aware of any claims against you, or any matter which may lead to a claim against you, which would likely be covered by this insurance? YES NO

If YES, please provide details:

23) Have you sustained any losses or had any claims made against you, whether or not insured in the last five (5) years? YES NO
If YES to any of the above, please provide details:

Without limitation of any other remedy available to the Insurer, it is hereby agreed that if there be knowledge of any of the matters described above, any written demand or civil proceedings for compensatory damages subsequently emanating therefrom is excluded from coverage under the proposed insurance.

4. NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from Beazley Canada Limited, a customer provides Beazley with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with underwriters;
- the underwriting of policies;
- the evaluation of claims;
- the detection and prevention of fraud;
- the analysis of business results;
- purposes required or authorized by law.

For the purposes identified above, personal information may be disclosed to Beazley's related or affiliated companies and service providers.

Further information about Beazley's personal information protection policy may be obtained by contacting their privacy officer at 416-601-2155.

5. WARRANTY STATEMENT

The undersigned warrants that to the best of their knowledge, the statements set forth in this Application are true. The undersigned also warrants that they have not suppressed or misstated any material fact.

If the information provided in this Application should change between the date of the Application and the effective date of the policy, the undersigned warrants that they will immediately report such changes to the Insurer.

Signing this Application does not bind the undersigned to purchase this insurance, nor does it bind the Insurer to issue this insurance. However, should the Insurer issue a policy, this Application shall serve as the basis of such policy and will be attached to and form part thereof.

You agree that if the information supplied on this proposal changes between the date of this proposal and the effective date of the insurance, you will, in order for the information to be true, complete and not misleading on the effective date of the insurance, immediately notify us of such changes, and we may withdraw or modify any terms including agreements to bind the insurance.

I confirm that the statements are true, complete and not misleading.

****This Application must be signed by the Board Member, Director, Officer or Senior Manager of the Company.**

SIGNED: _____
(Authorized Representative)*

DATE: _____

(Please Print): _____

TITLE/POSITION: _____

CLEARANCE PROCEDURES - PLEASE READ CAREFULLY

The clearance procedures listed below have been created as a guide by 'us' to ensure that the production ('scheduled media') to be insured has been fully cleared in order to avoid any possible litigation.

You should consult with your lawyer regarding the clearance process and ensure that both you and your lawyer monitor all elements of the production process, in addition to ensuring third party contributions have been fully cleared, through to the final cut. The below is not an exhaustive list.

Prior to the first dissemination of each production, you and your lawyer should ensure that:

1. Any script prior to filming must be reviewed by a suitably qualified lawyer to determine whether it contains any defamatory content or if there is potential for a claim to arise. Any content which is potentially defamatory or contentious must be reviewed and cleared by a libel lawyer with all changes followed and implemented.
2. All necessary licences, clearances and consents from contributing third parties must be obtained, for all literary material within the production. Any limitations or reservations must be advised to us. Where a completed production is being acquired, all rights must still be secured and the origin of the production traced in order to ensure all rights have been obtained. Any excerpts which constitute "fair use" must be cleared by a suitably experienced lawyer and presented to us.
3. Written agreements must be in place with all contributors such as creators, authors, writers, owners of any contributing material including but not limited to quotations, film clips and music. You and your lawyer must ensure that within these agreements, you have authority to use their material in the production in perpetuity. You must also have acquired all necessary rights to distribute each production for use in all media.
4. All releases must give you the authority to edit material and make any changes to the production.
5. Any fictional characters or entities must have been subject to a cast negative check. The names of organisations and products must be checked to avoid inadvertent identification.
6. All synchronisation and performance rights within each production must be obtained from copyright owners. This also applies to previously recorded music.
7. A robust process should be in place to deal with any unsolicited submissions including but not limited to ideas, formats, or storylines received from third parties. All origins of the work must be determined, and quit claims must be obtained where necessary.
8. Any problems relating to clearance or gaps in respect of underlying rights must be advised to us now or as soon as they occur.