

## Video, film and television producers application

**Notice: 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 judgement or settlement after exhaustion of the policy limit. Further note that amounts incurred for defense costs shall be applied against the retention amount.**

### Your business

1. Name of applicant:
- Address:
- Zip code:  Telephone:
- Website:
- When was your business established?

### Your coverage request

2. Desired term of policy: one year  two years  three years
- Each loss  Aggregate
- Desired policy limit: \$  \$  Desired retention \$

### Your production details

3. Title of the production:
4. Please give your estimated gross production budget and revenues for the production:  
Production budget \$  Revenues \$
5. Names of the script writers:
- Name of the producer/executive producer:
6. Is this production:
- a. Entirely original to you? Yes  No
- b. Based on another work (published or unpublished)? Yes  No
- If the answer to b. is Yes, please advise the name of the author(s) and the title(s) and date(s) of the publication of the work upon which the production is based:
7. The production is:
- |                                  |                          |   |                          |                          |                          |
|----------------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|
| Film for full theatrical release | <input type="checkbox"/> | Film for limited theatrical release (ten or less theatre/ art houses in the US) | <input type="checkbox"/> | Direct to DVD/video      | <input type="checkbox"/> |
| Film for television release      | <input type="checkbox"/> | Television series   | <input type="checkbox"/> | Television pilot/special | <input type="checkbox"/> |
| Documentary                      | <input type="checkbox"/> | Commercials , industrial or educational   | <input type="checkbox"/> | Music videos             | <input type="checkbox"/> |
| Webisodes                        | <input type="checkbox"/> | Theatrical stage production   | <input type="checkbox"/> | Radio Series             | <input type="checkbox"/> |
8. If the production is for DVD release:
- Will additional bonus material be included on the DVD? Yes  No
- If Yes, will this bonus material go through the same clearance procedures as the rest of the production? Yes  No



## Video, film and television producers application

9. Is the production:
- a. Entirely fictional? Yes  No
  - b. Fictional, but inspired by specific events and/or occurrences and/or characters? Yes  No
  - c. A dramatic portrayal of actual facts which includes fictionalization? Yes  No

10. Please provide a brief description of the storyline (including time frame and setting):

11. If the production is a 'series', please advise the number of episodes:
12. Running time of production (hr/min per episode):
13. Distributor of the production:
14. Date of contract:  Territory of distribution:
- Term of insurance required by contract:
15. Estimated date for first release or air date:

### Clearance procedures

16. Is the name or likeness of any living person used in the production? Yes  No   
If Yes, will all necessary rights be obtained prior to the first airing, distribution or public display of the production? Yes  No
17. Is the name or likeness of any deceased person used in the production? Yes  No   
If Yes, will all necessary permissions be obtained prior to the first airing, distribution or public display of the production? Yes  No
18. Have you obtained a title report from a recognized agency? Yes  No   
If Yes, please attach a copy of the title report.
19. a. If your production is not entirely original, have copyright reports been obtained? Yes  No
- b. Are there any ambiguities, gaps or problems in the chain of title? Yes  No
- 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? Yes  No

## Video, film and television producers application

20. a. If the production is based upon an original format, are you aware of any similar format or concept? Yes  No
- b. Has any similar format or similar material been submitted to you at any time? Yes  No
- If Yes, to a. or b., has your attorney confirmed that they are satisfied you can safely proceed with your exploitation of the work? Yes  No
- If No, please explain:
- 
21. a. 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? Yes  No
- b. Have you obtained a written agreement from all performers or persons appearing in your production consenting to their appearance? Yes  No
- If No to a. or b. above, will warranties and agreements be obtained prior to the first airing, distribution or public display of the production? Yes  No
22. Will any film clips, TV clips or photographs be used in this production? Yes  No
- 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? Yes  No
- 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? Yes  No
- If No, to a. or b. above, will all licenses and consents be obtained prior to the first airing, distribution or public display of the production? Yes  No
- If No, please give details:
- 
23. If the production is a documentary, are you relying on the Fair Use Doctrine? Yes  No
- If Yes, please attach a copy of an opinion letter from your clearance attorney that states they have reviewed the final production and the use of the clips.
24. 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? Yes  No
- b. Performing rights? Yes  No
- c. Right to distribute for all forms of distribution contemplated (home video, etc.)? Yes  No
- If No to a., b., or c. above, will all musical rights and/or all clearances be obtained prior to the first airing, distribution or public display of the production? Yes  No

## Video, film and television producers application

25. Has original music been commissioned for the production(s)? Yes  No   
If yes, has a warranty of originality and an indemnity against third party claims been obtained from the composer? Yes  No   
If no, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to the first airing, distribution or public display of the production? Yes  No

26. 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? Yes  No
- b. negotiated for release from any persons in respect of any material incorporated in the production? Yes  No

If Yes, please explain:

### Attorney used for clearances

27. Name of your attorney (individual's name):

Firm name and address:

Telephone:  Email:

28. Have you and your attorney read and agreed to exercise due diligence to insure that the 'clearance procedures' attached are followed? Yes  No

If No, please explain

### Current insurance

29. a. In the past three (3) years, has any similar insurance been issued to you? Yes  No

If Yes, please give the following:

Company policy number:  Coverage dates:

Limit of liability:

Retention:  Premium:

### MISSOURI APPLICANTS/AGENTS – DO NOT ANSWER THIS QUESTION

- b. Has any insurer declined, cancelled or refused to renew any similar insurance issued to you? Yes  No

If Yes, please provide full details:

### Claims representation

30. a. In the past ten (10) years 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? Yes  No

If Yes, please attach details including the date of each claim or loss, the amount of the claim and any remedial action taken.

## Video, film and television producers application

- b. 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?

Yes  No

If Yes, please attach details of each problem.

It is understood and agreed that with respect to questions 30 a. and b., that if such knowledge of information exists any claim or action arising there from is excluded from this proposed coverage.

**Supplemental information** Please attach the following additional information:

- Video/DVD copy of the production or copy of script if production is not complete
- Title and Trademark Reports
- Experience resume of Producer and Executive Producer (if less than three years experience)

### Representation

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

I represent 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 represent 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 represent 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 represent 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.

**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 RESIDENT 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 may be guilty of a crime and 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 RESIDENT 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 policy holder 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 Agencies.

**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 RESIDENT 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, any insurer may deny insurance benefits if false information materially related to a claim was provided by the

## Video, film and television producers application

applicant.

**NOTICE TO FLORIDA RESIDENT APPLICANTS:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a false statement of claim or an application) containing any false, incomplete or misleading information is guilty of a felony of 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 RESIDENT APPLICANTS:** Any person who knowingly and with the intent to defraud an 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.

**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 MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully 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 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.

**NOTICE TO NEVADA RESIDENT APPLICANTS:** Pursuant to NRS 686A.291, any person who knowingly and willfully 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 RESIDENT 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 MEXICO RESIDENT APPLICANTS:** Any person who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**NOTICE TO NEW YORK RESIDENT APPLICANTS:** Any persons who knowingly and with the 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 RESIDENT APPLICANTS:** Any person who, with the 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 RESIDENT APPLICANTS:** WARNING: Any person who knowingly and with the 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.

**NOTICE TO OREGON RESIDENT APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO PENNSYLVANIA RESIDENT APPLICANTS:** Any person who knowingly and with the 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 thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

## Video, film and television producers application

**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 RESIDENT 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 WASHINGTON RESIDENT APPLICANTS:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO WEST VIRGINIA RESIDENT 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.

Signature

Date (mm/dd/yyyy)

Title

Agent's License Number:

Agent's Name:

**A copy of this application should be retained for your records.**



# Video, film and television producers application

## 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:

- a. if the insured production carries any risk of libel, or a related legal problem, it is cleared; and
- b. 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.