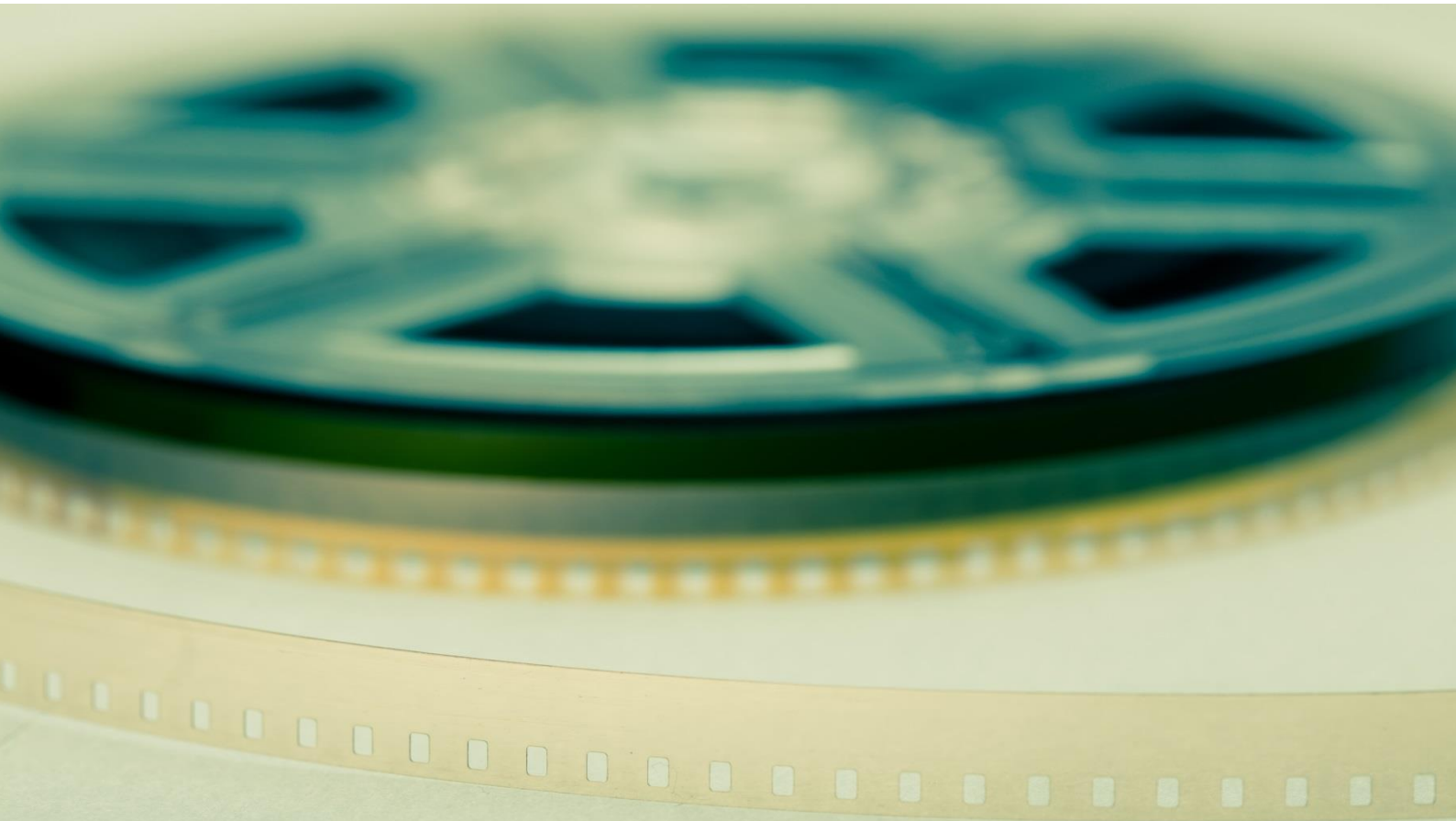




TOKIOMARINE
HCC

Professional Risks

Podcast Producers Proposal Form



Important Notice

This proposal must be completed and signed by a Principal / Partner / Director of the Proposer/s. The person completing and signing the form should be authorised by the Proposer to do so and should make all reasonable enquiries to enable all the questions to be answered.

All questions must be answered to enable a quotation to be given.

Completing and signing this proposal does not bind the Proposers or Insurers to enter a contract of insurance.

If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number).

General information

1. Name of proposed insured:

2. Address:

Website

Email

3. Please supply details of principals, directors, partners:

Name

Years in industry?

Name	Years in industry?
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

4. Additional insureds to be included for insurance:

5. Title of podcast:

6. Brief description of content:

7. Is this podcast:

Entirely original to you?

Yes

No

If **No**, provide details:

8. Podcast genre:

General Interest	<input type="checkbox"/>	Comedy	<input type="checkbox"/>
Investigative	<input type="checkbox"/>	True crime	<input type="checkbox"/>
Sports	<input type="checkbox"/>	Political	<input type="checkbox"/>
Comedy	<input type="checkbox"/>	Talk show	<input type="checkbox"/>
Health/medical	<input type="checkbox"/>	Family	<input type="checkbox"/>
Current affairs/documentary	<input type="checkbox"/>	Advice/self-help	<input type="checkbox"/>

Other, please specify:

9. Is the podcast live?

Yes

No

If it is live, will there be a time delay?

Yes

No

10. Please state:

Name of producer / executive producer

Director

Writer

11. Running time of podcast:

12. If the podcast is a series, please advise the number of episodes and hours / minutes per episode:

13. On which platforms will the podcast be available?

14. Estimated first air date:

15. Territories for distribution:

16. Do the intended territories of anticipated future broadcast give rise to any increased or additional exposure given the content of the podcast? (For example a podcast about government corruption in the intended territory). Yes No

If so, provide details including details of any additional legal review undertaken for the additional exposure.

Clearance procedures:

17. Has the completed podcast been:

a) cleared for use? Yes No

b) been reviewed by a clearance lawyer? Yes No

Name of clearance lawyer

Years' experience

Address

18. Prior to initial transmission, will you obtain full written release from any interviewees or participants? Yes No

19. Have all musical rights relative to this podcast been obtained in respect of:

a. Recording and synchronisation rights Yes No

b. Performing rights Yes No

20. Is the name or likeness of any living or deceased person used in this production? Yes No

If **YES**, have all necessary permissions been obtained from them and/or heirs and estates? Yes No

21. 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

If **NO** to 17 – 21 above, please explain why not:

22. Has a Title Report been obtained from a title clearance service and confirmed satisfactory by lawyers? (applicable to US distribution only) Yes No

If **YES**, please attach copy of the title report and supporting opinion

23. Please confirm:

- a. The chain of ownership will be investigated and cleared in respect of all marks that are registered for copyright and intended to form the basis of the programme? Yes No
- b. You will check that there are no ambiguities, gaps or problems in respect of the chain of title? Yes No

If **NO** to a or b, please give reasons why not:

24. Will any copyright material be included without clearance in accordance with the 'fair dealing' provisions of the Copyright Act 1988? Yes No

If **YES**, please give details:

25. Will you prepare a framework script in advance of recording, which will be reviewed prior to recording by your lawyers? Yes No

If **No**, confirm how you will ensure that the content of your podcast would not be anticipated to give rise to legal or clearance issues?

26. If the podcast is not entirely original, please confirm if you are aware of a similar format or idea? Yes No

If **YES**, please give details:

27. Will any third-party owned material be used in this production? Yes No

If **Yes**,

- a. have all licenses and consents been obtained from the copyright owner without restrictions? Yes No
- b. are you authorised to assign or sub-license the licensed materials as incorporated in your podcast? Yes No

If licences and consents have not been obtained from the copyright owner give details:

28. Have you or any of your agents been unable to obtain, or been refused an agreement or release after having:

Yes No

a. negotiated for any rights in literary, music or other materials?

Yes No

b. negotiated for release from any persons in respect of any materials incorporated in the podcast.

Yes No

If **Yes** to either, please explain:

29. ONLY COMPLETE QUESTION 29 IF YOUR PODCAST CONTAINS 'TRUE CRIME' CONTENT

Yes No

a. Is the podcast a documentary portrayal, analysis or discussion of actual facts and events?

b. Does the podcast include any fictionalised or purely speculative elements?

Yes No

If **No**, to 19a or **Yes** to 19 b above, explain below and provide your lawyer's advice as to why these elements do not increase the risk of a claim under this policy:

c. Have all cases featured been fully adjudicated, with no outstanding appeals (other than sentencing)?

Yes No

If **No**, provide a treatment of all such cases:

d. Are you revealing or including any new information or theories which have not been widely reported on or which are not available in court records?

Yes No

If **Yes**, provide details below:

e. Have you made efforts to contact the families of all victims of crimes featured in your podcast?

Yes No

If **No**, provide details below:

f. Can you confirm that you create a framework script for each episode, which includes details of all crimes to be discussed, which is reviewed in advance of recording by your lawyers.

Yes No

g. Prior to broadcast, will each episode of the completed and edited podcast be reviewed by your lawyers?

Yes No

If **No**, explain below how do you ensure that content which may be included will not potentially breach the rights of any third party?

30. Name of your lawyer (individual's name): In-house External

Address

Telephone

Email

31. Please advise level of cover required – GBP / USD / EUR / OTHER:

Policy limit each claim / in the aggregate

Excess

32. Please advise policy period required:

	1 year	2 years	3 years	4 years	5 years
Claims made	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Occurrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extended reporting period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

33. Is there any other information that the proposer considers material to the insurance required? Yes No

If **YES**, please give details:

Claims Declaration

9. Has any actual or threatened claim been made against you arising out of this podcast or any other content relative to this podcast? Yes No

If **YES**, please provide details:

10. During the last five years, has any claim been brought against you arising from defamation, invasion of privacy, infringement of copyright, trademark, unauthorised use of any material, ideas or formats or breach of confidentiality? Yes No

If **YES**, please give details below:

Please read this paragraph carefully before signing the declaration

It is essential that every Proposal, when seeking a quotation to take out or renew any insurance, discloses to the prospective Insurers all material facts and information (including all material circumstances) which might influence the judgement of an Insurer in deciding whether to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

Declaration

On behalf of the Proposer/s, I/we declare that, after full enquiry, the contents of this proposal are true and that I/we have not misstated, omitted or suppressed any material fact or information. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the completion of the contract of insurance, I/we undertake to inform the Insurer.

Signature of Principal / Director / Partner:

Date:

Please use this page for additional information

CLEARANCE PROCEDURES

The clearance procedures listed below, which are in no way an exhaustive list of all situations, have been produced as a guide to ensure that the production you are seeking insurance for is subject to all necessary clearances and checks in order to avoid any potential litigation.

You should consult with your lawyer what the clearance procedures entail and ensure that both you and your lawyer monitor all aspects of the making of the production as well as the clearance of all third party contributions through to the final cut.

- 11. Any script prior to filming must be reviewed by a lawyer to determine whether there is any defamatory content or potential for a claim to arise.**
- 12. All clearances, licenses and consents must be obtained from all contributing third parties where necessary, for all literary work contained in the production. Any limitations or reservations must be advised to insurers. 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 usage” must be cleared and brought to the attention of insurers.**
- 13. All contributors i.e. creators, authors, writers, owners of any contributing material including quotations, film clips, music, featured copyrighted props must have a written agreement with you which gives authority to you to use their material in the Insured production. You must also have acquired all rights necessary to distribute the production in all forms of media.**
- 14. Releases must also allow you to edit, add and/or delete material and make any changes to the production that you deem appropriate.**
- 15. Any fictional character names, names of businesses, organisations or products should be checked to avoid accidental identification.**
- 16. Any content which is potentially defamatory or legally contentious must be reviewed and cleared by a libel lawyer with any changes adhered to.**
- 17. All rights relative to synchronisation and performance of music must be obtained from copyright owners for use in the Insured production. Any recordings and the use of previously recorded music must also be cleared as new synchronisation and performance licenses may be necessary.**
- 18. All origins of the work should be ascertained. A process should be in place to deal with any unsolicited ideas, formats, material or storylines received from third parties which show similarities to your own production.**
- 19. Any problems relating to clearance or gaps in respect of underlying rights must be advised to Insurers at the outset or at such time when you become aware.**

Data Protection Notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Notice; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Notice.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.

Contact Us

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tmhcc.com

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