

# Media Liability for Retailers, Brands and Non-Profits



Find out more about  
the story of Beazley  
and how it all started  
with a hat stand

# Media Liability for Retailers, Brands and Non-Profit application

**INSTRUCTIONS:**

- PLEASE PROVIDE ALL REQUESTED INFORMATION, ATTACHING ANSWERS ON A SEPARATE SHEET IF NECESSARY.
- THE PROPOSER AND UNDERWRITERS ARE FREE TO CHOOSE THE LAW APPLYING TO THIS INSURANCE CONTRACT.
- UNLESS SPECIFICALLY AGREED TO THE CONTRARY, THIS INSURANCE SHALL BE SUBJECT TO ENGLISH LAW.
- ANY ENQUIRY OR COMPLAINT SHOULD BE ADDRESSED IN THE FIRST INSTANCE TO YOUR BROKER.
- PLEASE RETURN SIGNED FORM TO YOUR BROKER BY EMAIL.

## Section 1 – Company details

1. Name of Organization or Legal Entity (applicant):

2. Address:

Telephone:

Email:

3. Please provide your annual gross revenue:

	Past year	Current year	Forthcoming
<b>Gross Revenue</b>	CAN \$	CAN \$	CAN \$

4. What was your total advertising spend (including social media, marketing, public relations and production costs). CAN \$

5. What was your approx. largest budget for a single advertising campaign? CAN \$



6. Please advise split of promotional content created in-house vs. promotional content created by third parties (e.g. advertising agencies or production companies):

In-house approx %	Third party approx %

## Section 2 – Clearance and contracting procedures

7. Please answer for all promotional content which you wish to be covered under this insurance:

Music		Yes	No	N/A
<ul style="list-style-type: none"> <li>For synch uses</li> </ul>	<ul style="list-style-type: none"> <li>Recording rights*</li> <li>Publishing rights*</li> </ul>			
<ul style="list-style-type: none"> <li>For uses other than synch uses</li> </ul>	<ul style="list-style-type: none"> <li>Recording rights*</li> <li>Publishing rights*</li> </ul>			
<ul style="list-style-type: none"> <li>For public performance</li> </ul>	<ul style="list-style-type: none"> <li>Recording rights*</li> <li>Publishing rights*</li> </ul>			
Please confirm that you routinely check your official social media pages for unlicensed music.				
<b>Third Party Material</b>				
Please confirm that you always obtain a license for the use of any third party material (including images and moving images) which is subject to copyright or trademark.				
<b>Contracts</b>				
Do you use reasonable endeavours to:				
<ul style="list-style-type: none"> <li>obtain full warranties and indemnities in your favour from third party agencies/production companies in respect of claims arising out of the content they produce for you?</li> </ul>				
<ul style="list-style-type: none"> <li>contractually oblige third party agencies/production companies to warrant that they have media E&amp;O insurance?</li> </ul>				
<b>Actors, models and celebrity endorsements</b>				
Please confirm that you always have a written contract in place with any actor, model or celebrity featured in your promotional content?				

\* Recording rights = a license from the owner(s) of the recording(s) used

\* Publishing rights = a license from the owner(s) of underlying composition(s) used

If you have answered 'No' or 'N/A' to any of the above, please explain why here:

## Section 3 – Claims declaration

8. 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:

9. Have you sustained any losses or had any claims made against you, whether or not insured in the last five years? Yes No

If 'Yes', please provide details:

### DECLARATION

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE AND ANY ATTACHMENT AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

### WARNING

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

Signature:

Print name:

Position held (Owner, partner, authorized officer):

Title:

Date:            /       /