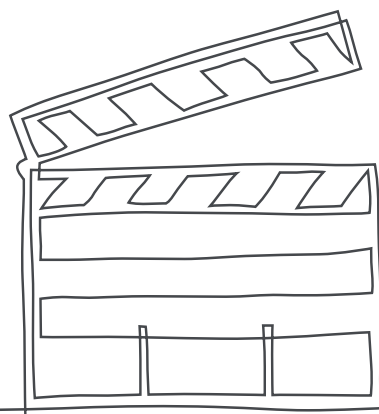


proposal
form



- 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.

Company details

1. Name of Production Company to be insured

2. Address

Telephone

Email

3. Please provide your turnover including fee income:

	Past year	Current year	Forthcoming
Turnover	£	£	£
UK/EU	%	%	%
US/Can	%	%	%
Rest of World	%	%	%

4. What was your largest production budget last year? £

5. What is your estimated no. of productions per year?

6. What was your average production budget last year?

7. Genre: TV, DVD, Webisodes	Current year %	Forthcoming year %
Entertainment/sitcom/daytime		
Documentary (non-investigative or contentious)		
Documentary (investigative and/or contentious)		
Reality		
Drama		
Chat show		
Game show		
Children		
Religious		
Nature		

Genre: TV, DVD, Webisodes	Current year %	Forthcoming year %
Ancient history		
Modern History		
Educational / training		
Sport		
Live programming		

8. Please advise the broadcasters to whom you regularly supply programmes?

Broadcasters	Genre

- 9a. For any live shows or chat shows, are the areas for discussion/review vetted by your lawyers for any potential legal problems prior to recording? Yes No
- 9b. Is there a time delay? Yes No
- 9c. Are all presenters of live shows briefed to cope with libellous statements which could arise from phone-ins or live audiences? Yes No

Clearance procedures

10. 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
11. Name of lawyer and law firm

If 'NO', please explain

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

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

13. Please advise Policy limit required
14. I/We have read and will adhere to the clearance procedures attached Yes No
15. If your scheduled media will be distributed in the USA and you require title cover, please provide a copy of your title report and legal opinion for us to review.

Claims Declaration

16. 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
17. Have you sustained any losses or had any claims made against you, whether or not insured in the last 5 years? Yes No
 If 'YES', please provide details

Declaration

Please read this paragraph carefully before signing the declaration:

The undersigned is authorised by the proposer and declares that all the statements in this proposal, and oral or written statements provided to us are true, complete and not misleading.

Signing of this proposal does not obligate you or us to bind the insurance. It is agreed that all oral or written statements provided by you or on your behalf are incorporated into the contract if a policy is issued and have been relied on by us.

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.

Signature of director/officer/board member
 senior manager

Name of director/officer/board member
 senior manager

Date: / /

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.

Data Protection

Beazley Furlonge Limited will collect certain information about individuals within or connected to your company and any subsidiaries (“data subjects”) in the course of considering your proposal and, if we issue a policy, in conducting our relationship with you. This information will be processed for the purpose of underwriting your insurance policy, managing any policy issued, providing risk management advice and administering claims. We may pass the information to our reinsurers, legal advisers, loss adjusters, group companies or agents for these and other purposes. This may involve its transfer to countries which do not have data protection laws.

Some of the information we collect may be classified as ‘sensitive’ - that is, information about disciplinary proceedings, convictions, sentences or alleged criminal activities. Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain the explicit consent of data subjects before we process the information.

Data subjects have a right of access to, and correction of, information that we hold about them. If they would like to exercise either of these rights, they should contact our Data Protection Compliance Officer at Beazley Furlonge Limited, Plantation Place South, 60 Great Tower Street, London EC3R 5AD, England.

By signing this proposal you confirm the consent of the data subjects to the processing and transfer of information (including sensitive information) described in this notice, and that you have taken all steps necessary to inform them of our processing and your disclosure of information to us for the purposes described above. Without this consent and your confirmation of these matters, we will not be able to consider your proposal.

Complaints

If you have any concerns about your policy or you are dissatisfied with the handling of a claim and wish to complain you should, in the first instance, contact the Beazley Complaints Manager in writing to:

Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD

Telephone: (0)207 667 0623
Email: beazley.complaints@beazley.com

