

Podcast producers

Application form

Your business

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

You and/or your partners and directors

2. List below your details and those of any partners or directors of the company/applicant listed above:

Name	Years in the industry
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Your coverage request

3. Desired effective date:

Your podcast details

4. Title of the podcast:
5. Podcast production budget:
6. Number of anticipated listeners/subscribers:
7. Is this podcast original to you? Yes ☐ No ☐
If No, provide details:
8. Podcast genre:
If 'true crime', please ensure q. 27 is completed.
- | | | | |
|-----------------------------|----------------------------------------|-------------------------------------------|--------------------------|
| General interest | <input type="checkbox"/> Investigative | <input type="checkbox"/> Sports | <input type="checkbox"/> |
| Comedy | <input type="checkbox"/> Chat show | <input type="checkbox"/> Political | <input type="checkbox"/> |
| Biographical | <input type="checkbox"/> Childrens | <input type="checkbox"/> True crime | <input type="checkbox"/> |
| Health/medical | <input type="checkbox"/> Family | <input type="checkbox"/> Advice/self-help | <input type="checkbox"/> |
| Current affairs/documentary | <input type="checkbox"/> | | |
- Other – please specify:
9. Provide a synopsis of the content:
10. Is the show live? Yes ☐ No ☐

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

Yes ☐ No ☐

11. Number of episodes:

12. Running time of each episode:

13. On which platforms will the podcast be available?

14. Estimated first air date:

 / /

15. Territory of first broadcast:

16. Territories of anticipated future broadcast:

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

Clearance procedures – content

18. Will the completed podcast be reviewed for defamation, contempt, invasion of privacy, right of publicity, copyright, trademark and other usual related matters by a suitably qualified media content lawyer?

Yes ☐ No ☐

If No, explain reasons:

19. Prior to initial transmission, will you obtain full written releases from any interviewees or participants?

Yes ☐ No ☐

If No to the above, explain reasons:

20. Will you be using a 'fair use' or 'fair dealing' defence with regard to any third-party material for which you have not secured all necessary rights, licences and releases?

Yes ☐ No ☐

If Yes, provide a clip log and your lawyer's approval opinion.

Clearance procedures – rights

21. If the production is anticipated to be distributed in the USA, have you obtained a title and trademark report from a recognised agency?

Yes ☐ No ☐

If Yes, attach a copy of the title and trademark reports and advise whether the report(s) has/have been confirmed as satisfactory by your lawyers.

If No, explain below:

22. 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?

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23. a. If the production is based upon an original format, are you aware of any similar format or material? 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 lawyer confirmed that they are satisfied you can safely proceed with your exploitation of the work? Yes ☐ No ☐

If No, explain below:

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

If Yes:

a. have all licences and consents been obtained from the copyright owner without restriction? and Yes ☐ No ☐

b. are you authorised to assign or sub-licence the licenced materials as incorporated in your podcast? Yes ☐ No ☐

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

25. 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 synchronisation, and performing, rights? Yes ☐ No ☐

b. rights to distribute for all forms of dissemination? Yes ☐ No ☐

If the response to a. or b. above is No, give details:

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, explain:

27. **ONLY COMPLETE QUESTION 27 IF YOUR PODCAST CONTAINS 'TRUE CRIME' CONTENT.**

a. Is the podcast a documentary portrayal, analysis or discussion of actual facts and events? Yes ☐ No ☐

b. Does the podcast include any fictionalised or purely speculative elements? Yes ☐ No ☐

If No to 27 a. or Yes to 27 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:

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- 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?

Lawyers used for clearances

28. Name of your lawyer (individual's name):

In-house ☐ External ☐

Firm name and address:

Telephone:

Email:

29. Have you and your lawyers read and agreed to exercise due diligence to ensure that the 'clearance procedures' attached are followed? Yes ☐ No ☐

If No, explain:

Claims declaration

30. a. Have you suffered any loss, or has any claim ever been made against you, whether successful or not, which may be covered by this type of insurance? Yes ☐ No ☐

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

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- b. Are you aware of any problem which is likely to lead to you suffering a loss or a claim being made against you which would be covered by this insurance?

Yes ☐ No ☐

If Yes, attach details of each problem.

With respect to questions 30 a. and b., if such knowledge or information exists, any claim or action arising therefrom is excluded from this proposed coverage.

Supplemental information

You must attach the following additional information.

- Title and trademark reports.

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

Declaration

In deciding whether to accept the insurance and in setting the terms and premium, we have relied on the information you have given us.

You must:

- give a fair presentation of the risk to be insured by clearly disclosing all material facts and circumstances (whether or not subject to a specific question) which you, your senior management and those responsible for arranging this insurance, know or ought to know following a reasonable search;
- take care by ensuring that all information provided is correct, accurate and complete.

I declare 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 incorrect or inaccurate, or if any new fact or matter arises which is material to the consideration of this application for insurance.

I/we confirm that the information given in this proposal form is correct, accurate and complete and I have made a fair presentation of the risk.

Signature of principal/partner/director/officer/
senior manager/authorised representative

Title

/ /

Date (dd/mm/yyyy)

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

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Additional clearance questionnaire

Clearance procedures

You must read the following section carefully.

Clearance has the simple purpose of ensuring that the insured podcast is not vulnerable to litigation.

Accordingly, you and your lawyers should be sure before first transmission of the insured podcast 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 podcast. If full copyright is not obtained, any limitations and/or reservations must be notified to us. If you are acquiring the insured podcast as a completed work rights must also be secured covering the completed work. The origin of all works on which the insured podcast is based must be traced and cleared in order to ascertain that you have all the required rights in the work.
2. For any 'true crime' content, in advance of recording, the cases to be discussed have been diligently researched by you and your lawyer has reviewed the evidence, and has advised on what may and may not be safely included with the scope of the podcast.
3. 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 and clips of pre-existing music used in the insured podcast, authorising you to use the material in the insured podcast (except in the case of approved 'fair dealing' or 'fair use'). All agreements should include a waiver of so-called 'moral rights' where permitted by law.
4. If the subject matter of the insured podcast is potentially defamatory, or for any other reason legally contentious, it has been cleared by a suitably qualified lawyer, as has any 'fair use' or 'fair dealing' and all recommended changes have been made.
5. The use of surreptitiously recorded audio/audio from filmed material (including material obtained and supplied by a third party) has been reviewed by your lawyer and they have advised on what may and may not be included within the scope of the podcast.
6. With regard to fictional characters, or fictional business or entity names, a full 'negative check' has been carried out, and all recommended changes have been made.
7. Synchronisation and performance licences must be obtained from the composer or copyright owner of all music used in the insured podcast. Licences are unnecessary if the music (and its arrangement) is in the public domain. Licences must also be obtained from the owners of recordings for the use of previously recorded music.
8. If the insured podcast contains any film clips (this includes the use of audio from film clips), you have obtained authorisation to use the film clip from the owner of the clip who has the right to grant such authorisation 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.
9. 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 podcast. If you have, you must have a process for dealing with them and quit claims or releases must be obtained where appropriate.
10. Any problems relating to the insured podcast which are not known at the time of completing this application form must be notified to us as soon as they arise.
11. Any uses of copyrighted material in its renewal term must be authorised 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 authorise you to use the acquired material in your podcast and to assign or sub-licence 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 lawyers must continually monitor the insured podcast at all stages, and in light of any special circumstances, make certain that the insured podcast contains no material which could give rise to a claim.