



## PRODUCTION OR DISTRIBUTION ERRORS AND OMISSIONS APPLICATION

Please note: THIS APPLICATION IS FOR A NAMED PERIL'S "COVERED CLAIMS" CLAIMS-MADE POLICY. EXCEPT AS PROVIDED IN THE POLICY, ANY INSURANCE POLICY ISSUED WILL BE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD WHICH ARE REPORTED TO US DURING THE POLICY PERIOD. PLEASE READ AND REVIEW THIS APPLICATION CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT, BROKER AND/OR LEGAL REPRESENTATIVE TO ENSURE IT PROPERLY ADDRESSES YOUR NEEDS. THIS APPLICATION MUST BE COMPLETED ON BEHALF OF THOSE ENTITIES THAT HAVE SIGNIFICANT CONTROL OVER CREATING AND PRODUCING THE INSURED PRODUCTION.

1. Name of Applicant: \_\_\_\_\_
2. Mailing Address of Applicant: \_\_\_\_\_
3. Applicant is a:    Corporation Individual    Partnership Joint Venture
4. Email Address of Applicant: \_\_\_\_\_
5. Names and Titles of Principal Officers, Partners and Individuals:  
\_\_\_\_\_  
\_\_\_\_\_
6. Name of Producer: \_\_\_\_\_
7. Name of Executive Producer: \_\_\_\_\_
8. Title of Production: \_\_\_\_\_
9. Desired Effective Date of E&O Insurance: \_\_\_\_\_  
  
Desired Term of Coverage: \_\_\_\_\_
10. What are estimated Dates of Principal Photography: \_\_\_\_\_
11. When is first release or air date: \_\_\_\_\_



12. What Limit of Liability is required: \_\_\_\_\_ Each Wrongful Act: \_\_\_\_\_  
Total Limit: \_\_\_\_\_  
Deductible Amount: \_\_\_\_\_

**NOTE: Defence Costs and Claims Expenses are inclusive within the Deductible Amount**

13. What Currency is required on policy: Canadian USD

14. What are names of Authors and Writers of the: \_\_\_\_\_  
Underlying Works: \_\_\_\_\_  
Screenplays: \_\_\_\_\_  
What is their Nationality: \_\_\_\_\_

15. What is Synopsis of Production: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Please describe the type of Production below and advise:  
 Motion Picture for initial theatrical release  Theatrical Production  
 TV Pilot  TV Special  
 TV Series Production  Webisode Production  
if so number of Episodes: \_\_\_\_\_ if so number of webisodes: \_\_\_\_\_  
 Mobisode Production \_\_\_\_\_  
if so number of mobisodes: \_\_\_\_\_  
 Other, if other please describe: \_\_\_\_\_  
\_\_\_\_\_

17. What genre/category does the Insured Production fall into:  
 Animation production  Children's Show  
 Drama  Docudrama  
 Documentary  Game Show  
 Lifestyle- cooking, home, garden  Mini-Series  
 Reality Show – Contest/Challenge  Reality Show – Construction/Renovation  
 Reality Show – Hidden Camera  Other, please describe: \_\_\_\_\_  
\_\_\_\_\_



18. Is the production storyline/ plot:

Entirely fictional

Entirely fictional but inspired by specific events or happenings

A true portrayal of specific events or happenings

A portrayal of specific events or happenings but also includes significant fictionalization

Other, please describe: \_\_\_\_\_  
\_\_\_\_\_

19. What is the Running time: \_\_\_\_\_

20. Please provide Applicant's Attorneys:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

21. Has the Applicant's Attorney:

a. Read the Clearance Procedures attached to this Application  
(if "no" please explain): \_\_\_\_\_

Yes  No

b. Approved as adequate the Clearance Procedures used by the  
Applicant in connection with the Insured Production  
(if "no" please explain): \_\_\_\_\_

Yes  No

22. Has a script research report been obtained (to clear character names, etc):

Yes  No

If "yes" have any suggested changes been made:

Yes  No

If "yes" have any suggested permissions been obtained:

Yes  No

If "no" please provide explanation: \_\_\_\_\_  
\_\_\_\_\_

What is name of script research company: \_\_\_\_\_

Is script research report reviewed by Applicant's attorney:

Yes  No

23. Is the name or likeness of any living person used or any living person  
portrayed in the Insured Production?

Yes  No



If "yes" have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights?

Yes  No

24. Is the name or likeness of any deceased person used or is any deceased person portrayed in the Insured Production?

Yes  No

If "yes" have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights?

Yes  No

25. Is there a possibility that a living person could claim (without regard to the merits of such claim) to be identifiable in the Insured Production, whether or not that person's name or likeness is used in it or whether or not the Insured purports it to be fictional?

Yes  No

If "yes" has a release been obtained from such person?

Yes  No

If "no", please explain: \_\_\_\_\_  
\_\_\_\_\_

26. Have submissions of any similar properties been received by the Applicant or someone closely connected with the Insured Production?

Yes  No

If "yes" please explain: \_\_\_\_\_  
\_\_\_\_\_

27. Has the Title Report been obtained from any of the title clearance service companies?

Yes  No

If "Yes" please advise name of the clearance service: \_\_\_\_\_  
\_\_\_\_\_

28. Does the production use any literary, musical or other material whatsoever that was copyrighted before January 1, 1978?

Yes  No

If "yes" please list separately the title of the literary, musical or other material and the date of initial and renewal copyright for each such copyrighted matter:



TITLE	DATE OF COPYRIGHT	DATE OF RENEWAL

Does the license or assignment for all such literary, musical or other material grant renewal rights?  Yes  No

Was the copyright for all such literary, musical or other material renewed during the lifetime of the author of such work?  Yes  No

29. Has a copyright report been obtained?  Yes  No

If "no" please explain why not? \_\_\_\_\_  
\_\_\_\_\_

30. Are there any ambiguities or gaps in the line of ownership?  Yes  No

If "yes" please explain: \_\_\_\_\_  
\_\_\_\_\_

31. Will any film clips be used in the Insured Production?  Yes  No

If "yes" please describe: \_\_\_\_\_  
\_\_\_\_\_

If "yes" have all licenses and consents for the film clips been obtained as follows:

From copyright owners?  Yes  No  Not Applicable

From music owners?  Yes  No  Not Applicable

From Authors/writers and/or others?  Yes  No  Not Applicable

Have recording and synchronization rights been obtained?  Yes  No  Not Applicable

Have performing rights been obtained?  Yes  No  Not Applicable

Have rights been obtained from people performing/appearing?  Yes  No  Not Applicable

If "no" or "not applicable" please explain: \_\_\_\_\_  
\_\_\_\_\_

32. Have all musical rights been cleared?  Yes  No



Have all recording and synchronization rights been cleared?  Yes  No

Have all performing rights been cleared?  Yes  No

If "no" please

explain: \_\_\_\_\_

Will these rights be obtained prior to the release of the Insured Production?  Yes  No

33. Was original music commissioned for the Insured Production?  Yes  No

If "yes" is there a warranty of originality and an indemnity against third party claims been obtained by 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 release/exhibition of the Insured Production?  Yes  No

34. Will a soundtrack album or tape be produced in connection with the Insured Production?  Yes  No

35. Will the production be released/exhibited on the internet or on any other on-line communications system?  Yes  No

If "yes" has the Applicant acquired all necessary music and other licenses and consents for such?  Yes  No

If "no" please explain: \_\_\_\_\_

\_\_\_\_\_

36. Has the Applicant had any prior Production or Distribution Error's and Omissions Liability Insurance on the Insured Production?  Yes  No

If "yes" please attach a copy of prior insurance policy

37. Has the Applicant or any other Officer(s), Director(s), Partner(s) or other principal individuals ever been refused Production or Distribution Error's and Omissions Liability Insurance for this production or any other production?  Yes  No

If "yes" please attach a copy of prior insurance policy



38. Will any of the following companion material(s) be created and/or distributed in connection with the Insured Production?

- |  |  |                                     |  |
|--|--|-------------------------------------|--|
| Books  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Making of documentary               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Merchandise (such as toys, dolls, clothing etc.)                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Mobisodes                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| New media product (such as screensaver, wallpaper, ring Tone etc.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | Social Media campaigns              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Videogame  | <input type="checkbox"/> Yes <input type="checkbox"/> No | Webisodes                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Websites   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Other, if yes please describe below | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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**If “yes” please complete the Companion Material Supplemental Application.**

39. The Applicant represents that neither it, nor any of its Officers, Directors, Partners or Principal Individuals, or their counsel have any knowledge, actual or constructive of the following:

- a) of any claims or legal proceedings made or commenced against the Applicant, or any Officers, Directors, Partners, or subsidiary or affiliated corporations within the last five (5) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorized use of titles, formats, ideas, characters, plots or other program material embodied in this or any other Production, or breach of implied contract arising out of alleged submission of any literary or musical material.

If no exceptions, please initial here: \_\_\_\_\_

If exceptions, please explain: \_\_\_\_\_

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- b) of any threatened claims or legal proceedings against the Applicant, or any Officers, Directors, Partners, or subsidiaries or against any other person, firm or corporation arising out of or based upon the Production including title thereof, or any material upon which the Production is or will be based, that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, please initial here: \_\_\_\_\_

If exceptions, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- c) of any facts, circumstances or prior negotiations by reason of which they, or any of them, believe that a claim might reasonably be asserted or legal proceedings instituted against the Applicant that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, please initial here: \_\_\_\_\_

If exceptions, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**40. PLEASE ATTACH A SEPARATE SCHEDULE OF ALL KNOWN, SUSPECTED OR REPORTED CLAIMS**





41. The Applicant agrees to obtain from third parties from whom it obtains matter, material or services for the Production written warranties, representations and indemnities against claims arising out of the use of such matter, material or services, including advertising agencies, advertisers, independent contractors and others providing copy, music, photographs, artwork and other material to be used in the Production.

If in agreement, please initial here: \_\_\_\_\_

42. The Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the Production are protected by law and, where necessary, to obtain from parties owning rights therein the right to use the same in connection with the Production.

If in agreement, please initial here: \_\_\_\_\_

43. COVERAGE, CONFLICTS, ETC.

The Applicant understands that there will be special provisions in the Policy covering the respective obligations of the Company and Applicant to provide Defence and Indemnity where coverage issues or conflicts of interest are or may be present.

The Applicant acknowledges that claims and lawsuits may be brought which may combine covered and uncovered claims or forms of relief and that conflicts of interest may arise as between one Insured and another Insured under the Policy, with respect to the Company or otherwise. In all such circumstances, the Applicant recognizes that, under the Policy, the Company's obligation is only to provide one (1) counsel for defence of all claims and if any further counsel is desired by the Applicant, they may be retained by the Applicant, but the costs and expenses of such counsel shall be shared fifty percent (50%) by the Company and fifty percent (50%) by the Applicant. All fees shall be limited to amounts generally paid by the Company and representation shall be subject to further terms and conditions contained in the Policy. The Applicant understands that the premiums set forth in this Policy, the deductible, and the balance of the terms of the Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that it has agreed to such method of payment for any additional counsel desired to be retained by the Applicant.

If in agreement, please initial here: \_\_\_\_\_



**44. THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING:**

- (a) The Applicant warrants and represents that the above answers and statements are in all respects true and material to the issuance of an Insurance Policy and that the Applicant has not omitted, suppressed or misstated any facts.
- (b) If any claims, threatened claims, or other matters which might affect issuance of a Policy come to the attention of the Applicant after execution or filing of this Application with the Insurer but before a Policy is issued, the Applicant must notify the Insurer immediately.
- (c) All exclusions in the Policy apply regardless of any answers or statements in this Application.
- (d) Deductible Provision - Please note that the Policy stipulates that any deductible or retention shall apply to investigation expenses and defense costs as well as indemnity.
- (e) The Applicant understands that the limit of liability, deductible, term of coverage and other terms and conditions in any Policy issued in response hereto may be different than those requested herein and the Applicant agrees to such differences.

45. This Application shall be attached to and become a part of any Policy issued as a result of this Application. The Application shall be deemed a schedule to such Policy, but the signing of this Application does not bind the Applicant or the Company unless and until a Policy of Insurance is bound in writing in response to this Application.

Date: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Title: \_\_\_\_\_

Broker/Agent: \_\_\_\_\_

Broker/Agent Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_



REEL MEDIA  
CANADA

Statement by Applicant's Lawyer. Neither I nor my firm (if applicable) are principals in this Production nor are we guarantors in relation to it. I have reviewed this application and the discussed the clearance procedures with the Applicant and am not aware of any deficiencies, inaccuracies or omissions.

Date signed: \_\_\_\_\_

Signature of Lawyer: \_\_\_\_\_

**NOTE: Please be sure to attach 5 years Loss Experience in Detail of the Applicant or any Officer, Director, Partner or any Principal Individual for any Production in which they were included.**

**(SEE ATTACHED FOR CLEARANCE PROCEDURES)**



## CLEARANCE PROCEDURES

The Clearance Procedures below should not be construed as exhaustive and they do not cover all situations which may arise in any particular circumstance or any particular Production.

1. The Applicant and its counsel should monitor the Production at all stages, from inception through final cut, with a view to eliminating material which could give rise to a claim.
2. The script should be read prior to commencement of Production to eliminate any matter which is defamatory, invades privacy or is otherwise potentially actionable.
  - (i) A script research report should also be prepared before filming to alert the Applicant to potential problems. Such problems may include: names of fictional characters that are coincidentally similar to real people; script references to real products, businesses or people if not cleared; or uses of copyrighted or other protected materials, etc. Fictional character names should be checked in relevant telephone directories, professional directories or other sources to minimize the risk of accidental identification of real people. Similar checks should be done for the names of businesses, organizations and products used in the Production. Special care should be taken to check names of persons, businesses, etc. that are negatively portrayed. The Applicant also must be alert to elements that do not appear in the script (such as art work(s) used on the set) that may need clearances.
  - (ii) If the Production is a documentary and there is no script, the Applicant should provide its counsel with a detailed synopsis of the project in advance of production. If it is a documentary series, the lawyer should receive a detailed synopsis of each episode. If the Production will involve negative statements about people or businesses, the Applicant should provide counsel with full details about the allegations and their merit. Problem statements can then be identified and thus avoided while filming. During filming, the Applicant should be careful to avoid (or consult with counsel about) possible problem areas. Examples include: filming identifiable copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed, or minors. Relevant laws differ from place to place, some jurisdictions have very restrictive rules about filming persons, signs, buildings, public art, etc. Also, be careful to avoid narration or editing that accidentally implies negative things about pictures, people, products or businesses.



3. A copyright report must be obtained unless the work is an unpublished original not based on any other work, and it is certain that it was not optioned or licensed to others prior to the Applicant's acquisition of rights. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made of copyright and renewals on any copyrighted underlying property.
4. The origins of the work should be ascertained - basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the Applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
5. Prior to final title selection, a Title Report must be obtained and reviewed by Applicant and its counsel. Title coverage will not be offered unless a recent title report (no older than 6 months) has been submitted to and approved by the Company.
6. Whether the Production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognizable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books, online information or other sources should be checked when necessary. Releases can only be dispensed with if the Applicant provides the Company with specific reasons, in writing, as to why such releases are unnecessary and the Company accepts them. The term "living persons" includes thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
7. All releases must give the Applicant the right to edit, modify, add to and/or delete material, juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/or answers, fictionalize persons or events including the release and to make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.
8. If music is used (pre-existing or original), the Applicant must obtain all necessary synchronization and performance licenses from composers or copyright proprietors. Licenses must also be obtained on pre-recorded music. Music coverage will not be offered until the Company received written confirmation that all licenses have been obtained.
9. Written agreements must exist between the Applicant and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted works) or on-screen services.



10. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if non-distinctive background use is made of real property.
11. If the Production involves actual events, it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.).
12. Shooting script and rough cuts should be checked, if possible, to assure compliance with all of the above. During photography, persons might be photographed on location dialogue added or other matter included which was not originally contemplated.
13. If the intent is to use the Production to be insured on videotapes, videocassettes, videodiscs, websites, multimedia formats or other technology, the rights to manufacture, distribute and release the Production must be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefore, including proprietors of underlying materials.
14. Film/video clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip or party authorized to license the same, as well as licenses from all persons rendering services in or supplying material contained in the film clip; e.g., underlying literary rights, performances of actors or musicians. Special attention should be paid to music rights as publishers are taking the position that new synchronization and performance licenses are required.
15. Living persons and the deceased (through their personal representatives or heirs) have a "right of publicity", especially where there is considerable fictionalization. Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Company in an attachment to the Application.
16. Consideration should be given to the likelihood of any claim or litigation. Is there a potential claimant portrayed in the Production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the Production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered in your clearance procedures.