

# PODCAST PROFESSIONAL LIABILITY APPLICATION

Applicant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Your Business Address (1): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

County: \_\_\_\_\_ Square Footage: \_\_\_\_\_

Business operated as:  Corporation  LLC  Partnership  Individual

How long have you been in business? \_\_\_\_\_

How many years of experience do you have with broadcasting, podcasts, media, etc.? \_\_\_\_\_

## PODCAST INFORMATION:

1) Podcast Title(s):

2) Number of episodes: \_\_\_\_\_ If not a limited run, indicate total number of episodes per year: \_\_\_\_\_

3) Average running time of each episode: \_\_\_\_\_

4) Longest episode time: \_\_\_\_\_

5) Estimated number of podcast titles/series per year: \_\_\_\_\_

6) Describe what each podcast is about:

7) Annual gross income (include all advertising revenue): \_\_\_\_\_

8) Average production budget per episode: \_\_\_\_\_

9) Largest production budget for a single episode: \_\_\_\_\_

10) What is the genre is your podcasts? Mark ALL that apply:

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Comedy/Sitcom/Light Entertainment                               | <input type="checkbox"/> Ancient History      | <input type="checkbox"/> Modern History   | <input type="checkbox"/> Chat Show         |
| <input type="checkbox"/> Documentary (non-investigative/expose)                          | <input type="checkbox"/> Children's Program   | <input type="checkbox"/> Fictional Drama  | <input type="checkbox"/> Nature            |
| <input type="checkbox"/> Documentary (investigative/expose)                              | <input type="checkbox"/> Educational/Training | <input type="checkbox"/> Sports           | <input type="checkbox"/> Comedy Special    |
| <input type="checkbox"/> Lifestyle and well-being (no medical advice)                    | <input type="checkbox"/> Religious Education  | <input type="checkbox"/> Celebrity Gossip | <input type="checkbox"/> Politics          |
| <input type="checkbox"/> Behind the Scenes (TV/Movie/Day in the Life)                    | <input type="checkbox"/> Literature           | <input type="checkbox"/> Science          | <input type="checkbox"/> Culture           |
| <input type="checkbox"/> Medical (not including well-being)                              | <input type="checkbox"/> The Arts             | <input type="checkbox"/> Reality          | <input type="checkbox"/> Children / Family |
| <input type="checkbox"/> Investigative/Expose (including, but not limited to true crime) | <input type="checkbox"/> Food                 | <input type="checkbox"/> Philosophy       |  |
| <input type="checkbox"/> Spiritual/Meditation  | <input type="checkbox"/> Other: _____         |   |  |

# PODCAST LIABILITY APPLICATION

- 11) What platform(s) do your podcast(s) stream on? \_\_\_\_\_
- 12) Is your podcast always entirely original?  Yes  No  
If no, answer the following:  
a. Do you ensure you obtain a license / permission to the work of others?  Yes  No  
b. Do you ensure the chain of title of all works on which your podcast is based are fully investigated and cleared by a suitably experienced individual, with confirmation that there will be no ambiguities or issues in the chain of title?  Yes  No
- 13) Is your podcast:  Fictional  Factual  Both
- 14) Is your podcast pre-recorded?  Yes  No If no, how many seconds is the time delay of live stream? \_\_\_\_\_
- 15) License(s), clearance(s), and consents **MUST** be obtained prior to first dissemination of each podcast for the following:
- a. I confirm that written agreements will be in place with all contributors such as creators, authors, writers, owners of any contributing material including but not limited to quotations, film clips, audio and music. I will ensure that within these agreements, I have permissions from persons featured in any film or tv clips or photographs and authority to use their material in the production in perpetuity. I will also have acquired all necessary rights to distribute each production for use in all media, if applicable.  Yes  No
- b. I confirm any necessary licenses, clearances and consents for any living persons appearing or used, and the heirs or estates of deceased persons featured will be obtained prior to first dissemination.  Yes  No
- c. I confirm all releases will give us the authority to edit material and make any changes to the podcast.  Yes  No
- d. I confirm all synchronization and performance rights within each podcast will be obtained from copyright owners. This also applies to previously recorded music and audio.  Yes  No
- e. I confirm I do not accept any unsolicited submissions including but not limited to ideas, formats, or storylines received from third parties.  Yes  No
- f. I confirm that any problems relating to clearance or gaps in respect of underlying rights will be advised to the Insurance Carrier now or as soon as they occur.  Yes  No
- 16) Only answer this question if podcast production budget is less than \$250,000:
- a. I confirm all scripts prior to recording will be reviewed by us to check it does not contain any defamatory content or raises issues regarding contempt, invasion of privacy, data protection, copyright or trademark, or is otherwise potentially contentious. If there is any content which is potentially defamatory or contentious, I will have it reviewed and cleared by a media lawyer with all changes followed and implemented.  Yes  No
- i. I confirm all necessary licenses, clearances and consents from contributing third parties will be obtained for all literary material within the podcast.  Yes  No
- ii. Any limitations or reservations will be advised to the Insurance Carrier now or as soon as they occur.  Yes  No
- iii. Where a completed production is being acquired, all rights will be secured, and the origin of the production traced, in order to ensure all rights have been obtained.  Yes  No
- 17) Only answer this question if podcast production budget is greater than \$250,000:
- a. I confirm all scripts prior to recording will be reviewed by a suitably experienced individual (such as Senior Producer) to determine whether it contains any defamatory content or raises issues regarding contempt, invasion of privacy, data protection, copyright or trademark, or is otherwise potentially contentious. If there is any content which is potentially defamatory or contentious, I will have it reviewed and cleared by a media lawyer with all changes followed and implemented.  Yes  No
- i. I confirm all necessary licenses, clearances and consents from contributing third parties will be obtained for all literary material within the podcast.  Yes  No
- ii. Any limitations or reservations must be advised to the Carrier now or as soon as they occur.  Yes  No
- iii. Where a completed production is being acquired, all rights will be secured, and the origin of the production traced in order to ensure all rights have been obtained.  Yes  No
- iv. Any excerpts or clips which constitute "fair use" and constitutes more than 5% of the total Content in the Podcast will be cleared by a suitably experienced lawyer and presented to the Carrier for confirmation of coverage.  Yes  No

# PODCAST LIABILITY APPLICATION

- 18) Are you required to name any other person or entity as an Additional Insured on your Policy?  Yes  No
- a. Additional Insured Name: \_\_\_\_\_
- b. Address: \_\_\_\_\_
- c. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_
- d. What is the interest of the Additional Insured?  Podcast Guest  Distribution Company  
 Streaming Platform  Other: \_\_\_\_\_

**HISTORY:** *Note – ALL questions must be answered. Failure to disclose claims history could invalidate coverage.*

Do you currently have insurance coverage?  Yes  No

<u>Insurer</u>	<u>Policy #</u>	<u>Liability Limits</u>	<u>Premium</u>	<u>Exp. Date</u>

If claims made, most recent retroactive date: \_\_\_\_\_

Do you have any past Professional Liability claims, Errors & Omissions claims, or any lawsuits, whether or not insured?  Yes  No

If yes, describe:

Do you have knowledge of an event, circumstance, or occurrence (other than listed above) prior to the effective date of the proposed policy, or are you aware that a claim may be brought as a result of said event, circumstance or occurrence?  Yes  No

If yes, describe event:

### ATTESTATION

I understand and agree this Application and any supplements attached hereto will be relied upon for issuance of any policy. I further understand and agree that failure to provide a true and accurate response to the foregoing questions may, at the option of the company, result in the voiding of the insurance issued in reliance on this application and/or denial of claims under any policy issued.

I authorize and consent to investigations of information bearing upon moral character, professional reputation and fitness to engage in the activities of my business including authorization to every person or entity, public or private, to release the company, any documents, records or other information bearing upon the foregoing. I understand and agree these investigations shall not be confined to information submitted in this application but shall include any other sources of information deemed relevant by the Company as may be authorized by law.

Furthermore, I understand that the policy applied for will apply only to CLAIMS FIRST MADE and REPORTED to the Company in writing within the period of coverage shown on the certificate of insurance issued with the policy or certificate on the date the policy is canceled or terminated, whichever comes first or as otherwise provided by the policy. I understand this insurance is being provided through a surplus lines company and the insurer is not subject to all the insurance laws and rules in my state and the risk is not protected by the State Insurance Insolvency Fund.

**THIS APPLICATION MUST BE SIGNED BY APPLICANT WITHIN 30 DAYS OF BINDING. SIGNING THIS FORM DOES NOT BIND THE COMPANY TO COMPLETE THE INSURANCE. COVERAGE BECOMES EFFECTIVE WHEN ACCEPTED BY THE INSURANCE COMPANY.**

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
REQUESTED EFFECTIVE DATE

\_\_\_\_\_  
LIABILITY LIMIT REQUESTED