

SERFF Tracking Number: PERR-125561671 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: OBIC-PL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F

## Filing at a Glance

Company: Employer's Fire Insurance Company

Product Name: Entertainment, Leisure and Sports SERFF Tr Num: PERR-125561671 State: Arkansas

Sports

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #? \$?

Made/Occurrence

Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: OBIC-PL-ELS-AR-08-01-F State Status: Fees verified and received

Filing Type: Form

Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Neresia Torres, Olga E. Burciaga Disposition Date: 04/02/2008

Burciaga

Date Submitted: 03/20/2008 Disposition Status: Approved

Effective Date Requested (New): 04/19/2008

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: OBIC-PL-ELS-AR-08-01-F

Status of Filing in Domicile: Pending

Project Number: OBIC-PL-ELS-AR-08-01-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/02/2008

State Status Changed: 04/02/2008

Deemer Date:

Corresponding Filing Tracking Number: OBIC-PL-ELS-AR-08-01-R

Filing Description:

On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. Please see the enclosed memorandum and supporting material for more detailed information.

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The Company respectfully requests that the proposed forms be implemented for all policies effective April 19, 2008 or upon earliest possible date of acknowledgment or approval.

Also included is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. The captioned Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project doi@perrknight.com  
 Coordinator  
 881 Alma Real Drive (888) 201-5123 [Phone]  
 Pacific Palisades, CA 90272 (310) 230-8529[FAX]

### Filing Company Information

Employer's Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
44 Whippany Road	Group Code: 1129	Company Type:
Morristown, NJ 07962	Group Name:	State ID Number:
(310) 230-9339 ext. 120[Phone]	FEIN Number: 04-1288420	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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**Fee Explanation:** \$50 for form filing  
**Per Company:** No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employer's Fire Insurance Company	\$0.00	03/20/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102045	\$50.00	03/06/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/02/2008	04/02/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	03/27/2008	03/27/2008	Neresa Torres	04/01/2008	04/01/2008

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Liability  
*Product Name:* Entertainment, Leisure and Sports  
*Project Name/Number:* OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F

## **Disposition**

Disposition Date: 04/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo and Letter of Authorization	Approved	Yes
Form	Trade Mark, Personal Information & Business Name Exclusion	Approved	Yes
Form	Trade Mark, Personal Information & Business Name Exclusion (Modified)	Approved	Yes
Form	Media Perils Insurance Policy	Approved	Yes
Form	Declared Production Activity & Rating Schedule – New Production	Approved	Yes
Form	Dice Producer Declared Production Activity – Approval & Rating Schedule	Approved	Yes
Form	Exclusion of Existing Library Stock	Approved	Yes
Form	Exclusion of Existing Library Stock - Modified	Approved	Yes
Form	Copyright Exclusion	Approved	Yes
Form	Copyright Exclusion - Modified	Approved	Yes
Form	Special Exclusion Designated Person(s) or Entity(ies)	Approved	Yes
Form	Special Exclusion Designated Person(s) or Entity(ies) – Modified	Approved	Yes
Form	Sound Design Exclusion	Approved	Yes
Form	Sound Design Exclusion - Modified	Approved	Yes
Form	Research & Development Coverage	Approved	Yes
Form	Research & Development Coverage - Modified	Approved	Yes
Form	Acquired Production (Media Distributors)	Approved	Yes
Form	Defense Costs Payable in Addition to the Limits of Liability	Approved	Yes
Form	Merchandising Coverage	Approved	Yes
Form	Merchandising Coverage - Modified	Approved	Yes
Form	Annual Aggregate Limit of Liability Amendment	Approved	Yes
Form	Extended Reporting Period Endorsement	Approved	Yes

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<b>Form</b>	Additional Persons or Organization Insured	Approved	Yes
<b>Form</b>	Additional Entities Insured	Approved	Yes
<b>Form</b>	Additional Entities Insured – Modified	Approved	Yes
<b>Form</b>	Special Deductible	Approved	Yes
<b>Form</b>	Special Deductible - Modified	Approved	Yes
<b>Form</b>	Declaration Amendments	Approved	Yes
<b>Form</b>	General Application – Media Peril Insurance	Approved	Yes
<b>Form (revised)</b>	Arkansas Amendatory Endorsement	Approved	Yes
<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 03/27/2008  
Submitted Date 03/27/2008  
Respond By Date  
Dear Neresia Torres,

This will acknowledge receipt of the captioned filing.

Please refer to AR Amendatory Endorsement EO 3521 0607, Section VI. You must also include the 60 day mandatory, free of charge basic 60 day Extended Reporting Period. The limits for this ERP is the remaining limits of the expiring policy term.

However, for the Supplemental Extended Reporting Period available for purchase, the limit must be the greater of the limit remaining in the expiring policy aggregate, or reinstated to 50%. Please amend.

Also, the last paragraph of this section must be amended to read "until premium is paid for this endorsement." You may not refuse to put into effect, if requested and premium is received for the Supplemental ERP, because of premium or deductible owed on terminating policy.

Also, we do not have a record of fees being received. Please advise.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/01/2008  
Submitted Date 04/01/2008

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Dear Edith Roberts,

**Comments:**

**Response 1**

Comments: Attached is a revision to EO 3521 (new edition date) which adds the automatic 60 day basic extended reporting period.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	EO 3521	04-08	Endorsement/Amendment/Conditions	New			EO 3521 0408 Amendatory ARKANSAS.pdf

**Previous Version**

Arkansas Amendatory Endorsement	EO 3521	06-08	Endorsement/Amendment/Conditions	New			ARKANSAS EO 3521 0607 Amendatory.pdf
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No Rate/Rule Schedule items changed.

Sincerely,  
 Neresa Torres, Olga E. Burciaga

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Trade Mark, Personal Information & Business Name Exclusion	EO 3310	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3310 0107 Trademark.pdf
Approved	Trade Mark, Personal Information & Business Name Exclusion (Modified)	EO 3311	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3311 0107 Trademark modified.pdf
Approved	Media Perils Insurance Policy	EO 200	2-08	Policy/Coverage Form	New	0.00	EO 200 0208 Media Perils Policy COUNTRY WIDE.pdf
Approved	Declared Production Activity & Rating Schedule – New Production	EO 3010	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3010 0107 Declared Prod Rate Sch.pdf
Approved	Dice Producer Declared Production Activity – Approval & Rating Schedule	EO 3020	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3020 0107 DICE Prod.pdf
Approved	Exclusion of Existing Library Stock	EO 3100	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3100 0107 Excl Library Stock.pdf
Approved	Exclusion of	EO 3101	1-07	Endorsement/Amendment/Conditions	New	0.00	EO 3101 01-

<i>SERFF Tracking Number:</i>	<i>PERR-125561671</i>	<i>State:</i>	<i>Arkansas</i>	
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$?</i>	
<i>Company Tracking Number:</i>	<i>OBIC-PL-ELS-AR-08-01-F</i>			
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>	
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>			
<i>Project Name/Number:</i>	<i>OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F</i>			
	Existing Library Stock - Modified		nt/Amendm ent/Condi ons	07 Excl Library Stock modified.pdf
Approved	Copyright Exclusion	EO 3110 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3110 01- 07 Copyright Excl.pdf
Approved	Copyright Exclusion - Modified	EO 3111 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3111 0107 Copyright Excl modified.pdf
Approved	Special Exclusion Designated Person(s) or Entity(ies)	EO 3120 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3120 0107 Spec Excl Desg.pdf
Approved	Special Exclusion Designated Person(s) or Entity(ies) – Modified	EO 3121 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3121 0107 Spec Excl Desg modified.pdf
Approved	Sound Design Exclusion	EO 3130 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3130 0107 Sound Design Excl.pdf
Approved	Sound Design Exclusion - Modified	EO 3131 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3131 0107 Sound Design Excl modified.pdf
Approved	Research & Development Coverage	EO 3210 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3210 0107 Research Develp.pdf
Approved	Research & Development Coverage - Modified	EO 3211 1-07	Endorseme New nt/Amendm ent/Condi ons	0.00 EO 3211 0107 Research Develp

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Approval	Description	EO	Effective Date	Action	Amount	File Name
Approved	Acquired Production (Media Distributors)	EO 3220	1-07	Endorsement/Amendment/Conditions	0.00	EO 3220 0407 Acq Prod Media Distributors.pdf
Approved	Defense Costs Payable in Addition to the Limits of Liability	EO 3230	1-07	Endorsement/Amendment/Conditions	0.00	EO 3230 0107 Defense Costs.pdf
Approved	Merchandising Coverage	EO 3240	1-07	Endorsement/Amendment/Conditions	0.00	EO 3240 0107 Merchandising.pdf
Approved	Merchandising Coverage - Modified	EO 3241	1-07	Endorsement/Amendment/Conditions	0.00	EO 3241 0107 Merchandising modified.pdf
Approved	Annual Aggregate Limit of Liability Amendment	EO 3250	1-07	Endorsement/Amendment/Conditions	0.00	EO 3250 0107 Annual Aggregate.pdf
Approved	Extended Reporting Period Endorsement	EO 3290	1-07	Endorsement/Amendment/Conditions	0.00	EO 3290 0107 Extended Reporting.pdf
Approved	Additional Persons or Organization Insured	EO 3400	1-07	Endorsement/Amendment/Conditions	0.00	EO 3400 0107 Addtl Persons.pdf
Approved	Additional Entities Insured	EO 3420	1-07	Endorsement/Amendment/Conditions	0.00	EO 3420 0107 Addtl Entities.pdf
Approved	Additional Entities	EO 3421	1-07	Endorsement/Amendment/Conditions	0.00	EO 3421

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Insured – Modified				nt/Amendm ent/Condi tions		0107 Addtl Entities modified.pdf
Approved Special Deductible	EO 3500	1-07	Endorseme nt/Amendm ent/Condi tions	0.00	EO 3500 0107 Special Deductible.p df	
Approved Special Deductible - Modified	EO 3501	1-07	Endorseme nt/Amendm ent/Condi tions	0.00	EO 3501 0107 Special Deductible modified.pdf	
Approved Declaration Amendments	EO 3510	1-07	Endorseme nt/Amendm ent/Condi tions	0.00	EO 3510 0107 Declaration Amendment s.pdf	
Approved General Application – Media Peril Insurance	MPAPP	2-08	Application/ New Binder/Enro llment	0.00	Media Perils Application and Schedules_0 22008.pdf	
Approved Arkansas Amendatory Endorsement	EO 3521	04-08	Endorseme nt/Amendm ent/Condi tions		EO 3521 0408 Amendatory ARKANSAS. pdf	



**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRADEMARK, PERSONAL INFORMATION &  
BUSINESS NAME EXCLUSION**

This endorsement modifies insurance provided under the following:

**MEDIA PERILS INSURANCE POLICY**

Section I – INSURING AGREEMENT, Subsection C - **Wrongful Act 2(d)** “Infringement or dilution of trademark, **Title** slogan, trade dress, service mark or service name” is hereby deleted in its entirety.

The following exclusion is added to Section III- Exclusions

This insurance does not apply:

to any intentional or unintentional use of any:

- (a) Name, voice, likeness or image of an individual, living or dead;
- (b) Characteristic, personal quality or other information that identifies an individual, living or dead;
- (c) Business name, corporate name or product name;
- (d) Registered or common law trademark; or
- (e) Actual or fictional phone number, street address or location

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRADEMARK, PERSONAL INFORMATION &  
BUSINESS NAME EXCLUSION  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

**Section I - Insuring Agreement**, Sub-section C - **Wrongful Act** 2(d) "Infringement or dilution of trademark, **Title** slogan, trade dress, service mark or service name" is hereby deleted in its entirety.

The following exclusion is added to Section III- Exclusions

This insurance does not apply:

to any intentional or unintentional use of any:

- (a) Name, voice, likeness or image of an individual, living or dead;
- (b) Characteristic, personal quality or other information that identifies an individual, living or dead;
- (c) Business name, corporate name or product name;
- (d) Registered or common law trademark; or
- (e) Actual or fictional phone number, street address or location

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity**:

All other terms and conditions remain unchanged.

## MEDIA PERILS INSURANCE POLICY

### THIS IS A CLAIMS MADE POLICY

#### DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AND THE LIMITS OF LIABILITY

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

Throughout this policy the words "you" and "your" refer to the **Named Insured(s)** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this policy.

The words "we", "us" and "our" refer to the **Company** providing this insurance.

Words and phrases that appear in **bold** have special meaning. Please refer to Section II-DEFINITIONS for the meaning of these terms as they are used in this policy.

In reliance upon the representations in the insurance **Application** attached hereto and incorporated herein, and information prepared or supplied by any **Insured**, and in consideration of the premium paid and subject to the Limits of Liability stated in the policy Declarations and the terms, exclusions and conditions herein, the **Company** and the any **Insured** agree to the following:

#### SECTION I - INSURING AGREEMENT

##### A. Media Perils Coverage

The **Company** shall pay on behalf of the **Insured** all **Loss** in excess of the Deductible and within the Limits of Liability which the **Insured** is legally required to pay to third parties because of liability imposed by law or in an **Insured Contract** as a result of a **Claim** made against the **Insured** during the **Policy Term** or during the Extended Reporting Period, if applicable, resulting from a **Wrongful Act** committed by an **Insured** in or for the **Declared Production Activity**.

No other obligation or liability to pay sums or perform acts or services is covered.

##### B. Court Injunction Coverage

1. When a **Claim** made against an **Insured** during the **Policy Term** or during the Extended Reporting Period, if applicable, may or may not involve an injunction, we have the right and duty to defend an **Insured** in any **Suit** seeking a temporary, preliminary or permanent injunction against any exhibition, publication or performance of a **Declared Production Activity** because of a **Wrongful Act** to which this insurance applies. However, we will have no duty to defend against any **Suit** seeking an injunction for a **Wrongful Act** to which this insurance does not apply. You will have the right to participate in the defense of any **Suit** we defend, but we have no obligation to pay for such participation, and the participation must not qualify or interfere with our rights under this policy. We may, at our discretion, investigate any **Wrongful Act** but we will not settle any **Suit** without your prior written approval. You may not unreasonably withhold such

- approval.
2. We will indemnify you for the **Loss** in excess of the Deductible and within the Limits of Liability that you sustain by reason of an injunction or court order issued because of a **Wrongful Act** to which this insurance applies. The injunction or court order must enjoin one or more of the following with respect to a **Declared Production Activity**:
    - (a) The manufacture, duplication, or reproduction of copies of the **Declared Production Activity**; or
    - (b) The distribution of the **Declared Production Activity**.

We have the option but not the duty to pay the premium on bonds to release injunctions to which this insurance applies. If we do not pay the premium for such a bond, you may do so at your own expense, but only after consultation with us.

No other obligation or liability to pay sums or perform acts or services is covered.

#### C. **Wrongful Act**

1. A **Wrongful Act** is covered only if:
  - (a) it is committed in the **Coverage Territory**;
  - (b) it is committed by an **Insured**; and
  - (c) it arises solely out of the **Declared Production Activity**.
2. The meaning of **Wrongful Act** is limited to the following:
  - (a) Defamation, however styled in a **Claim**, involving disparagement or harm to the character, feelings or reputation of any person or organization, including libel, slander, product disparagement or trade libel.
  - (b) Invasion or interference with the right of privacy or publicity, however styled in a **Claim**, including eavesdropping, intrusion upon seclusion, false light, invasion of privacy, public disclosure of private facts and misappropriation of name or likeness.
  - (c) Infringement of copyright, plagiarism, **Piracy** or misappropriation of ideas under implied contract or other misappropriation of ideas or information.
  - (d) Infringement or dilution of trademark, **Title**, slogan, trade dress, service mark or service name.
  - (e) Breach of implied or implied in fact contract arising out of alleged submission of any literary, dramatic, musical, data, programming or other similar material, or breach of trust and confidence arising out of any such submission.

#### D. Defense Obligations

We have the right and duty to defend an **Insured** in any **Loss** or **Suit** seeking damages because of a **Wrongful Act** to which this insurance applies. We have the right and duty to assume the defense in an **Insured's** name, of any **Claim** which, in our judgment, may ultimately involve us in any liability under this policy. We will have no duty to defend an **Insured** against any **Loss** or **Suit** seeking damages for a **Wrongful Act** to which this insurance does not apply.

## SECTION II – DEFINITIONS

When used in boldface in this policy including endorsements and Declarations:

- A. **Additional Insured** means an individual or entity providing materials or services for

or on behalf of the **Named Insured** for **Declared Production Activity** and who has been added to the policy by endorsement as an **Insured**.

B. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **Advertisement**.

C. **Application** means all signed applications, schedules, and all attachments.

D. **Claim** means:

1. **Suit**, including any legal or judicial proceeding against an **Insured** seeking to hold an **Insured** responsible for **Loss**, service or equitable or injunctive relief, even if the allegations are false or fraudulent; or
2. any written demand or notice from any person or entity seeking to hold an **Insured** responsible for **Loss**, services or equitable relief, even if the allegations are groundless, false or fraudulent.

The meaning of **Claim** includes a request to toll or waive the applicable statute of limitation relating to a **Claim** or potential **Claim**.

E. **Company** means the insurance company shown in the Declarations Page.

F. **Coverage Territory** means anywhere in the world.

G. **Declared Production Activity** means:

1. a particular motion picture, television program or series, episode, live performance, home video recording or DVD or any other device developed for similar purposes in the future, sound recording, musical composition, multi media work or other creative work produced or created directly by the **Insured** that is shown in Item # 7 of the Declarations; or
2. a business activity that is shown in Item #8 of the Declarations.

H. **Defense Costs** means the following when authorized and approved by the **Company**:

1. reasonable fees to respond to a retraction or correction request;
2. reasonable fees, costs and expenses incurred by our counsel arising from the investigation, defense, settlement or appeal of a **Claim**;
3. premiums on appeal bonds or on bonds to release attachments as a result of a covered **Claim** for a bond not exceeding the applicable Limits of Liability, but the **Company** is not responsible for procuring such bonds which will be the responsibility of the first **Named Insured** shown in Item #1 of the Declarations; and
4. Costs taxed against the **Insured** in any **Claim**.

- I. **Distribution** means public release, distribution, performance, exhibition, publication, transmission or communication by any means whatsoever, now or hereafter known.
- J. **Indemnitee** means any banker, lender, distributor, purchaser, exhibitor, or licensee (including an advertising agency, advertiser, television network or any other medium or media) with which any **Insured** has a written contract obligating the **Insured** to indemnify, hold harmless or defend such party against **Claims** or **Suits** brought by a third party arising out of a **Declared Production Activity**.
- K. **Insured** means:
1. Any **Named Insured**;
  2. Any **Additional Insured**;
  3. Any **Loan-Out Company** or **Loan Out Company Constituents** but only with regard to the services provided by the **Loan Out Company** to the **Named Insured** for the **Declared Production Activity**.
  4. The estate, heirs, legal representatives or assigns of the **Named Insured or Additional Insured** in the event of the death incapacity or bankruptcy of the an **Insured**, but only if such **Claim** would be subject to coverage under the policy if made against the **Insured**.
  5. The **Named Insured or Additional Insured's** lawful spouse, but only if the **Claim** arises solely from the spouse's status as such or from the spouse's ownership interest in the **Declared Production Activity** giving rise to the **Claim** but only if such **Claim** would be subject to coverage under the policy if made against the **Named Insured or Additional Insured**;
- L. **Insured Contract** means liability assumed by the **Insured** in any written hold harmless or indemnity agreement with an **Indemnitee**, entered into before any **Wrongful Act** was committed by an insured, but only with respect to **Declared Production Activity** provided by the **Insured** to the **Indemnitee** and for a **Wrongful Act** committed by an **Insured** under this policy.
- M. **Loan Out Company** shall mean a company that has contracted with the **Named Insured** for the purpose of providing the professional services of a specific individual(s) to the **Named Insured** with regard to the creation or **Distribution** of the **Declared Production Activity**.  
However, an independent contractor that supplies a **Loan-Out Company** with any labor or materials in connection with the **Loan-Out Company's** agreement with any **Insured**, is not deemed an Insured under this policy, even if the independent contractor otherwise qualifies as a **Loan-Out Company Constituent**.
- N. **Loan Out Company Constituents** shall mean the employees, partners, joint venture members, officers and directors of a **Loan-Out Company** but only with regard to the professional services provided by the **Loan Out Company** to any **Named Insured** for the **Declared Production Activity**.
- O. **Loss** shall mean:
1. for a **Wrongful Act** covered under Section IA. Media Perils Coverage, a judgment, settlement and all forms of monetary damages including actual

damages, statutory damages, pre-judgment and post-judgment interest and **Defense Costs**.

However, **Loss** under Section IA. Media Perils Coverage shall not include:

- (a) plaintiff's attorney fees and costs incurred as part of a judgment; or
- (b) the cost of recall, correction, reproduction, redistribution or reprinting and related expenses incurred by the **Insured** or for which the **Insured** is legally liable unless specifically agreed to by **Us**.

- 2. for a **Wrongful Act** covered under Section IB. Court Injunctions Coverage,
  - (a) Your direct and out-of-pocket costs for:
    - (1) Release prints, tapes or other copies,
    - (2) The **Advertisement**, promotion and exploitation materials, but only to the extent that their value is destroyed or lessened as a result of the injunction or court order; and
  - (b) Sums that you were legally obligated to pay under the terms of a contract or agreement specifically requiring you to reimburse a party to the contract for its damages resulting from the injunction or court order. The contract or agreement must be executed prior to the **Wrongful Act** that resulted in the injunction or court order; and
  - (c) **Defense Costs**.

However, **Loss** under Section IB. Court Injunctions shall not include production costs, loss of profits, consequential loss of business, or any other cost, expense, revenue or loss that is not specifically described in (a), (b), and (c) above.

P. **Merchandising** means the licensing or sale or use by you (or by others acting on your behalf) of your characters, story lines, or any other element of your **Declared Production Activity** for use other than in the **Declared Production Activity** including, but not limited to, video or board games, food products, costumes, toys or other physical representations of the characters, story lines or other elements of the **Declared Production Activity** or any other adaptation or transformation of any aspect of the **Declared Production Activity** other than as originally released for **Distribution**.

Q. **Named Insured** means the person or entities shown in Item # 1 of the Declarations page and any **Subsidiary**, and any person who was, is or becomes a director, officer, manager, trustee, shareholder, partner, member, principal or employee, including **Volunteer Employees**, of the **Named Insured** or any **Subsidiary**, but only in respect to **Claims** arising out of the course and scope of their duties as such.

R. **Piracy** means the wrongful use, reprinting or reproduction of copyrighted intellectual property.

S. **Policy Term** means the period, beginning with the inception date shown in Item #2 of the Declarations and ending with the earlier of:

- 1. the date of cancellation of the policy; or
- 2. the expiration date shown in the Declarations.

- T. **Subsidiary** means any entity which the **Insured** owns more than fifty percent (50%) of the issued or outstanding voting shares either directly or indirectly through other **Subsidiaries**.
- U. **Suit** means a civil proceeding in which damages are alleged or an injunction is sought because of a **Wrongful Act** to which this insurance applies. **Suit** includes:
1. An arbitration proceeding in which such damages are claimed and to which an **Insured** must submit or does submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an **Insured** submits with our consent.
- V. **Title** means the caption or name of the **Declared Production Activity**.
- W. **Volunteer Employee** means a person who is not the employee of the **Named Insured** and who donates his or her work and acts at the direction of and within the scope of duties determined by any **Named Insured**, and is not paid a fee, salary or other compensation or other perquisites by any **Named Insured**.

### SECTION III – EXCLUSIONS

This insurance does not apply:

- A. To any liability assumed by an **Insured** in a contract or agreement. However, this exclusion does not apply to liability for damages:
1. The **Insured** would have had in the absence of the contract or agreement; or
  2. Imposed by an **Insured Contract**.
- B. To liability assumed by an **Insured** for damages arising out of the negligence, breach of contract or willful act or failure to act by an **Indemnitee**.
- C. To any **Claim** initiated alleged, or caused to be brought about by an **Insured** covered under this Policy against another **Insured**.
- D. To any **Claim** made by a past or present employee or independent contractor with respect to materials or services provided by that contractor.
- E. To fines, penalties, punitive, multiple or exemplary damages, in whatever form assessed.
- F. To any **Claim** arising out of, based on, or in any way related to:
1. A breach of contract except **Claims** covered as **Wrongful Acts**.
  2. A **Wrongful Act** committed by or at the direction of any **Insured** with the knowledge that it would violate the rights of another or inflict injury.
  3. Oral or written publication, or any form of **Distribution** of material, if done by or at the direction of any **Insured** with knowledge of its falsity.
  4. Material published or distributed in any format based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, inquiry, circumstance situation, transaction, event or **Wrongful Act** underlying or alleged in any prior and pending litigation or administrative or regulatory

- proceeding which was brought prior to the Prior and Pending Date shown in Item #5 of the Declarations.
5. A criminal act committed by or at the direction of any **Insured**.
  6. The failure of goods, products or services to conform with any statement of quality, accuracy or performance made by you or in any **Advertisement**.
  7. The wrong description of the price of goods, products or services by you or as stated in any **Advertisement**.
  8. Infringement of patent.
  9. The designing, determining content, providing data storage or warehousing, email hosting or acting as a guardian of data of web-sites for others.
  10. To any activities as an Internet search, access, content or service provider.
  11. An electronic web site, blog, chatroom, newsgroup, bulletin board, group discussion board, knowledge base, or any similar electronic medium you host, own, have in any way authorized or over which you exercise any control.
  12. The unauthorized use of another's name or product in an e-mail address, domain name, metatag or **Advertisement**, or any other similar tactics to mislead another's potential customers.
  13. Any **Merchandising** activities for, by or on behalf of any **Insured**.
  14. Any activity outside the scope of any **Declared Production Activity**.
  15. Any of the following:
    - (a) the refusal to employ any person;
    - (b) the termination of any person's employment;
    - (c) any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at any person; or
    - (d) any injury sustained by the spouse, child, parent, brother or sister of a person as a consequence of the employment-related practices described in Paragraphs (a), (b) and (c) above.This exclusion applies:
    - (1) Whether the **Insured** may be liable as an employer or in any other capacity; and
    - (2) To any obligation to share damages with or repay someone else who must pay damages because of the employment-related practices described in Paragraphs (a), (b) and (c) above or the injury described in Paragraph (d) above.
  16. The creation, use or **Distribution** of any Computer Programs, Data, or Software and Media.
    - (a) For the purposes of this exclusion:
      - (1) "Computer Programs" means data used to direct the computer equipment, including diagrams or other records that can be used to reproduce programs;
      - (2) "Data" means facts, concepts or instructions that are connected to a form usable for data processing, including Computer Programs other than the **Declared Production Activity**;
      - (3) "Software and Media" means material on which data is recorded or stored, including instructions and operating manuals used in connection with computer equipment.

We have no obligation to investigate, settle or defend any **Claim** relating to any of the exclusions in this policy, nor do we have any liability to pay any **Loss** or **Defense Costs**.

## SECTION IV – LIMITS OF LIABILITY AND DEDUCTIBLE

### A. Limit of Liability per **Wrongful Act**

**Defense Costs** are part of and not in addition to the Limits of Liability. The Limits of Liability shown in Item # 3 of the Declarations shall be the most the **Company** shall pay for **Loss** and **Defense Costs** resulting from a **Wrongful Act**.

A series of related, continuous, repeated or interrelated **Wrongful Acts** which are connected by a common fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions, that take place on one or more dates during the **Policy Term**, or during two or more consecutive policies issued by the **Company**, shall be considered one **Wrongful Act** for purposes of the application of the Limits of Liability and deductible. A **Wrongful Act** which is continuing in nature shall be, for purposes of this policy, deemed to have occurred on the date on which the earliest of such **Wrongful Acts** commenced or when the **Claim** is first made against an **Insured**.

The Limit of Liability per **Wrongful Act** applies regardless of the number of:

- (a) **Insureds** covered under the policy;
- (b) **Claims** made;
- (c) Policies issued by the **Company**; or
- (d) Persons or organizations who sustain or make a **Claim** or suffer a **Loss**.

If the applicable Limits of Liability is exhausted by the payment of **Loss** and/or **Defense Costs**, all obligation of the **Company** under this policy, including any obligation to pay **Defense Costs**, shall be completely fulfilled, and the **Company** shall have no further obligations under this policy.

### B. Aggregate Limit of Liability

Our total Limits of Liability with regard to all **Losses, Claims, Defense Costs** or **Wrongful Acts** under this policy is shown in Item # 3 of the Declarations. This is the most we will pay no matter the number of **Losses, Claims** or **Wrongful Acts** to which coverage attaches.

### C. Deductible

The Deductible shown in Item # 4 of the Declarations shall be a combination of **Loss** and/or **Defense Costs** first incurred and payable by or on the behalf of the **Insured** for each **Wrongful Act**. The **Company's** Limits of Liability is in excess of the Deductible set forth in the Declarations. The Deductible shall not reduce the Limits of Liability and shall apply separately to each **Wrongful Act** or series of **Wrongful Acts** as described in paragraph (A) of this Section and shall remain uninsured. If the **Company** pays **Loss** or **Defense Costs** within the Deductible, such costs shall be immediately reimbursed by the **Insured(s)** who are being defended or by the first **Named Insured**.

#### D. **Additional Insureds**

Adding further **Insureds** to this policy will not increase, duplicate or reinstate any of the Limits of Liability.

### SECTION V –WARRANTIES

**Failure to fulfill these warranties will release us from all obligations under this policy to the extent that a Loss is suffered or increased by that failure as to all Insureds.**

#### A. All **Insureds** hereby warrant that:

1. In connection with **Declared Production Activity** insured by this policy, the **Insured** has and will adopt and adhere to Clearance Procedures that are designed to prevent and protect against the types of **Claims** covered by this policy, including but not limited to, the Clearance Procedures attached to the **Application**. The **Insured** will furnish, at our request, copies of their Clearance Procedures and their efforts to follow them.
2. The **Insured** will obtain from third parties that provide the **Insured** with any matter, material or services for a **Declared Production Activity**, written warranties and indemnification agreements against **Claims** arising out of the use of such matter, material or services.
3. The **Insured** will use due diligence to determine whether any portrayal, matter or materials to be used by the **Insured** violates the rights of any person or organization or is protected by law and, when necessary, the **Insured** will obtain the rights to use such portrayal, matter or materials.
4. The **Insured** will take all steps to:
  - (a) Assure the originality and ownership of literary and musical materials;
  - (b) Obtain contracts and releases from persons appearing in or contributing material to you; and
  - (c) Avoid using any libelous material or material constituting a violation of any right of privacy or publicity.
5. The **Insured** will obtain the proper clearance for all of the following prior to the **Distribution** of a **Declared Production Activity**:
  - (a) The use or release of **Titles**.
  - (b) The use or release of music in any **Declared Production Activity**.
  - (c) The creation, use, release, or **Distribution** of music other than music in the exact format embodied in a **Declared Production Activity**.
  - (d) The creation, use, release, or **Distribution** of any photographs in connection with any **Declared Production Activity**.
  - (e) The creation, use, release, or **Distribution** of any film clips or images.
  - (f) The intentional or unintentional use or release of any:
    - (1) Name, voice, likeness or image of an individual, living or dead;
    - (2) Characteristic, personal quality or other information that identifies an individual, living or dead;
    - (3) Business name, corporate name or product name;
    - (4) Registered or common law trademark, or trade dress; or
    - (5) Actual or fictional phone number, street address or location.
6. You will use attorneys to supervise and approve acquisition of underlying rights and compliance with the Clearance Procedures.

These warranties shall be interpreted in accordance with professional standards of care.

Any inadvertent error or omission of the warranties enumerated 1. through 6. above shall not result in a breach of warranty.

- B. The **Named Insured** represents that the statements and particulars contained in the **Application** and other material submitted for this policy or any renewal or replacement policy by an Insured, their representative, or their attorney, are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of those representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy.
- C. Any misstatement, misrepresentation or omission, in the **Application** submitted by the **Named Insured**, including materials submitted in connection with the **Application** or in a **Claim** shall constitute a basis for the **Company** to:
  - 1. rescind this policy from inception, or
  - 2. deny any **Claim** by any **Insured** whether or not such **Claim** is related to the misstatement, misrepresentation or omission.

## VI. EXTENDED REPORTING PERIOD

- A. An Extended Reporting Period is available by endorsement and for an additional premium if this Policy is cancelled or not renewed for any reason, unless:
  - 1. The **Company** cancels this Policy for non-payment of premium; or
  - 2. The **Insured** fails to reimburse the **Company** for any payments made or advanced by the **Company** for any deductible.
- B. In order to obtain an Extended Reporting Period, the **Insured** must within thirty (30) days after the end of the **Policy Term** submit written request for the Extended Reporting Period Endorsement.
- C. The Extended Reporting Period does not extend the **Policy Term** or change the scope of coverage provided. It applies only to **Claims** to which the following applies:
  - 1. The **Claim** is first made during the Extended Reporting Period; and
  - 2. The **Claim** arose out of a **Wrongful Act** which occurred on or before the end of the **Policy Term** and subject to the Pending and Prior Date as shown in **Item 5 of the Declarations**.
- D. There is no separate or additional Limits of Liability for the Extended Reporting Period. The Limits of Liability available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limits of Liability available at the time this Policy was cancelled or non-renewed or expired.
- E. Once in effect, the Extended Reporting Period may not be cancelled. The premium for the Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

**Coverage for the extended reporting period will not commence until all premiums have been received by the Company.**

## SECTION VII – GENERAL CONDITIONS

A. Cancellation

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing to us written notice of cancellation by certified or registered mail at least thirty (30) days before the effective date of cancellation. Notice may also be physically delivered to us.
2. We may cancel this policy by mailing to the first **Named Insured** written notice of cancellation by certified or registered mail at least ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.
3. We will mail or deliver our notice to the first **Named Insured's** last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Term** will end on that date.
5. If this policy is cancelled, we will send the first **Named Insured** any premium refund due. If the first **Named Insured** cancels, the refund will be on a short rate basis, subject to any fully-earned premiums.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Notice of **Claim**

1. A **Claim** is first made by a person or organization seeking damages at the earlier of when notice of such **Claim** is received and recorded by the **Insured** or by the Company, whichever comes first.
2. All **Claims** for damages because of a **Wrongful Act** to the same person or to the same organization will be deemed to have been first made at the time the first of those **Claims** are made against any **Insured**.
3. Notice of a **Claim** after the expiration of the **Policy Term** shall be effective if such notice is received by the **Company** within thirty (30) days after the expiration of the **Policy Term**.

C. **Insureds'** Duties In The Event Of A **Wrongful Act, Claim** or **Suit**

1. The **Insured** must see to it that we are notified immediately of a **Wrongful Act** which may result in a **Claim**, together with the fullest information available to the **Insured** at the time. To the extent possible, notice should include:
  - (a) How, when and where the **Wrongful Act** took place; and
  - (b) The names and addresses of the persons or organizations that may be damaged by the **Wrongful Act** and the nature of the potential damages.Notice of a **Wrongful Act** is not notice of a **Claim**.
2. If a **Claim** is received by any **Insured**, the **Insured** must immediately:
  - (a) Record the specifics of the **Claim** and the date received; and
  - (b) Send us written notice of the **Claim**.
3. If any **Insured** receives a **Claim** or has knowledge of a potential **Claim** prior to the first **Distribution** of a **Declared Production Activity**, you will consult with us prior to proceeding with any **Distribution** or release.
4. The **Insured** must:
  - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or a **Suit**;
  - (b) Authorize us to examine and obtain copies of pertinent records and other information, and questioning of the **Insured's** personnel ;
  - (c) Cooperate with us in the investigation or settlement of the **Claim** or potential **Claim, or** defense against any **Suit**, including examination under oath;
  - (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable for the damages; and

- (e) Take all necessary steps to mitigate and minimize damages resulting from any **Claim** or **Suit**, including any requests we make to:
- (1) Make retractions and corrections; and
  - (2) Withdraw a **Declared Production Activity** from **Distribution**.

We have no obligation to pay the costs of mitigating or minimizing damages resulting in lost profits, lost business opportunity or other expenses.

5. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, admit to liability, assume any obligation, or incur any expense without our consent.

A failure to comply with these Conditions shall relieve the **Company** of any obligations under this policy and shall entitle it to recover any amount already incurred for **Loss** or **Defense Costs**.

#### D. Settlement of **Claims**

1. A **Claim** may combine covered and uncovered allegations or forms of relief. We may, at our discretion, settle the covered portions without your consent. However, we will not settle uncovered allegations or forms of relief which may involve your liability without your prior written consent. If you elect to contest or continue any **Claim** that includes both covered and uncovered allegations or forms of relief, and if your actions prevent us from settling the covered portions of the **Claim** then our obligation to pay any **Loss** or **Defense Costs** resulting from the covered portions of the **Claim** is limited to the amounts for which the **Claim** could have been settled up to the date of such refusal.
2. When, in our opinion, there are both covered and uncovered allegations, facts or relief sought in any **Claim**, **Defense Costs** will be allocated, to the extent reasonably possible, between covered and uncovered matters. We will pay the **Defense Costs** of the covered matters and you will pay the **Defense Costs** of the uncovered matters. The Insured and **Company** will use our best efforts to determine a fair and appropriate allocation of **Loss** between that portion of the lost that is covered under this policy and that portion of loss that is not covered under this policy based on the relative legal and financial exposure of and relative benefits obtained in connection with, the defense and or settlement of the **Claim** by the **Insureds**. We may, at our discretion, advance **Defense Costs** for both covered and uncovered matters while any coverage issue remains unresolved, but such advances shall not be deemed a waiver of our rights to recoup costs and fees advanced on uncovered matters. We will have the right to waive, in writing, our benefits under this section.
3. No act by us or any of our representatives in connection with the investigation and settlement of any **Claim** under this policy shall be deemed a waiver of any defense which we might otherwise have with respect to any **Claim**. All such examinations and acts shall be deemed to have been made or done without prejudice to our liability.
4. If we reserve our rights on a given issue and the outcome of that coverage issue can be controlled by counsel first retained by us for the defense of the **Claim**, a conflict may be deemed to exist. If a conflict imposes a duty under applicable law to provide independent counsel for an **Insured**, all fees, costs and other expenses we pay this independent counsel will be considered **Defense Costs** and will reduce the applicable limits of insurance. Our acceptance of or any payment to an independent counsel is precedent to the following conditions being met prior to their involvement in a **Claim** under this policy:

- (a) You must show that the conflict is subject to an applicable law requiring independent counsel;
  - (b) Your independent counsel must prove that they have at least five years of civil litigation practice which includes having substantial defense experience in the subject at issue in the litigation and they maintain errors and omission coverage;
  - (c) Your independent counsel must negotiate reasonable attorney's fees with us. Any disputes concerning attorney's fees not resolved by mutual agreement shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute; and
  - (d) Your independent counsel must sign a Disclosure and Co-operation agreement with us.
5. (a) No conflict of interest between any **Insured** and us will be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an **Insured** is sued in an amount in excess of the Limits of Liability.
- (b) No conflict of interest will be deemed to exist as to the allegations or facts of the litigation for which we may deny coverage.

Nothing in this section shall relieve you of your duty to cooperate with us under the terms of this policy.

E. Retraction or Correction

We have the right to request the withdrawal from **Distribution** all or any part of any **Declared Production Activity** that is the subject of a **Claim** or potential **Claim** under this policy. Our right will be exercised in good faith with reasonable justification, based upon individual evaluation of the **Claim**. If you or any Insured refuse to honor our request to withdraw the **Declared Production Activity** our obligation to pay any **Loss** or **Defense Costs** resulting from the **Claim** will be limited to the covered amounts incurred prior to the date of the refusal.

F. Premium and Deductible

1. The first **Named Insured** shown in Item #1 of the Declarations :
  - (a) Is responsible for the payment of all premiums;
  - (b) Will be the payee for any return premiums we pay; and
  - (c) Is responsible for ensuring that all deductibles owed on a particular **Claim** are paid.
2. The **Company** will compute all premiums for this policy in accordance with our rules and rates.
3. Premium shown in Item #6 of the Declarations in this policy as a minimum premium is fully earned at the inception date. Premium shown in Item #6 of the Declarations as deposit premium is an advance premium only.
4. The **Company** will compute the earned premium at the close of each audit period. The **Company** will send notice to the first **Named Insured** of the earned premium computation. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the deposit and audit premiums paid for the **Policy Term** is greater than the earned premium, the **Company** will return the excess to the first **Named Insured**.
5. The first **Named Insured** must maintain records of the information necessary for premium computation. Such records and books of the first **Named Insured** shall at all reasonable times be open to inspection and copying by a duly authorized representative of the **Company**.

#### G. Other Insurance

If other valid and collectible insurance is available to an **Insured** or **Additional Insured** for a **Loss** we cover under this policy, our obligations are limited as follows:

##### 1. Other Insurance Issued By Us

(a) If the **Loss** insured by this policy is also insured by another policy issued by us to the **Insured**, our maximum liability for the **Loss** is subject to the policy with the greater applicable Limits of Liability. The Limits of Liability on the policies will not be stacked or combined.

##### 2. Primary Insurance

This insurance is primary except when 3. below applies. If this insurance is primary, our obligations are not affected unless any of the other applicable insurance is also primary. Then, we will share with all that other insurance by the method described in 4. below.

##### 3. Excess Insurance

(a) This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is effective prior to the beginning of the **Policy Term** shown in Item #2 of the Declarations of this insurance and applies to a **Wrongful Act** on other than a claims-made basis; or

(ii) That is available to an **Additional Insured**.

(2) Any other primary insurance available to you on which you have been added as an additional insured.

(b) When this insurance is excess, we will have no duty under this policy to defend the **Insured** against any **Suit** if any other insurer has a duty to defend the **Insured** against that **Suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.

(c) When this insurance is excess over other insurance, we will pay only our share of the amount of the **Loss**, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the **Loss** in the absence of this insurance; and

(2) The total of all deductible(s), retention(s) and/or self-insured amounts under such other insurance.

We will share the remaining **Loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this policy.

##### 4. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the **Loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all insurers.

#### H. Subrogation

If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing to impair them. At our request, the **Insured** will bring **Suit** or transfer those rights to us and help us enforce them.

I. Assignment

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual **Named Insured**.

J. Action Against the **Company**

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a **Suit**; or
2. To sue us under this policy unless all of its terms have been fully complied with.

You have no right to sue us in any court of law or equity asserting an improper act or omission by us under this policy unless the action is filed within twelve (12) months after you become aware of the alleged act or omission (or within any later time required by applicable State law).

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** or **Additional Insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limits of Liability. An agreed settlement means a settlement and release of liability signed by us, the **Insured** or **Additional Insured** and the claimant or the claimant's legal representative.

K. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under the policy.

L. Authority of first **Named Insured**

The first **Named Insured** shown in Item # 1 of the Declarations page shall be deemed the agent of all other **Insureds** with respect to the terms and conditions of the policy.

M. Changes to the Policy

This policy contains all of the agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by written endorsement issued by us and made a part of this policy.

The first **Named Insured** listed in Item #1 of the Declarations page is authorized to make changes to this Policy provided that the **Company** has provided prior expressed written consent

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DECLARED PRODUCTION ACTIVITY AND RATING  
SCHEDULE – NEW PRODUCTIONS**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The following type of newly produced **Declared Production Activity** can be added as a **Declared Production Activity** when approved by us at the approved pricing below:

<u>Type of Production</u>	<u>Premium Basis</u>	<u>Rate</u>	<u>per Unit</u>	<u>Premium</u>
_____	_____	\$_____	\$_____	\$_____

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DICE PRODUCER DECLARED PRODUCTION ACTIVITY – APPROVAL AND RATING SCHEDULE

This endorsement modifies insurance provided under the following:

**MEDIA PERILS INSURANCE POLICY**

A. In consideration of an additional Deposit Premium of \$\_\_\_\_\_, Section II Definition G. **Declared Production Activity** is amended to mean: All productions that are marked with an "X" below.

<u>Declared Production Activity</u>	<u>Coverage is Provided Only When Marked With An "X"</u>
Documentaries (except investigative reporting)	<input type="checkbox"/>
Industrial Films	<input type="checkbox"/>
Commercials	<input type="checkbox"/>
Animation Shorts (not to exceed 3 minutes running time)	<input type="checkbox"/>
Music Videos	<input type="checkbox"/>
Contract Filming (secondary filming)	<input type="checkbox"/>
Corporate Films	<input type="checkbox"/>
	<input type="checkbox"/>

B. The following is added to Section VII. G. Other Insurance:

Unless the box below is marked with an "X", this insurance is excess over any other insurance available to you that is provided by your customers (including, but not limited to an advertising agency).

This insurance is primary with respect to any other insurance available to you that is provided by your customers (including, but not limited to an advertising agency).

When this insurance is excess, the following is added to Section VII. – Warranties

You warrant that you will require your customers (including, but not limited to an advertising agency) to add you as an additional insured on their insurance policies prior to your commencing any work on their behalf.

C. The earned premium for the insurance afforded by this endorsement will be computed at the close of the audit period, using a rate of \$\_\_\_\_\_ per each \$100.00 of Gross Production Costs.

"Gross Production Costs" means all costs incurred by you during the **Policy Term** other than:

1. Administrative costs not directly related to a "Specific Production"; and
2. Other costs we specifically agree can be excluded and are listed below:

Cost Description:

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF EXISTING LIBRARY STOCK**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section II Definition G. **Declared Production Activity** will not include productions owned or licensed for **Distribution** by you at the inception date of this policy.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF EXISTING LIBRARY STOCK  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section II Definition G. **Declared Production Activity** will not include productions owned or licensed for **Distribution** by you at the inception date of this policy.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity**:

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COPYRIGHT EXCLUSION**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The following exclusion is added to the Section III - Exclusions:

This insurance does not apply to any liability, **Claim** or **Suit** arising out of or based on infringement of statutory or common law copyright.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COPYRIGHT EXCLUSION  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The following exclusion is added to the Section III - Exclusions:

This insurance does not apply to any liability, **Claim** or **Suit** arising out of or based on infringement of statutory or common law copyright.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity:**

All other terms and conditions remain the unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL EXCLUSION  
DESIGNATED PERSONS OR ENTITIES**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section III Exclusions, The following exclusion is added:

This insurance does not apply any **Claim** made or **Suit** brought by or on behalf of:

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL EXCLUSION  
DESIGNATED PERSONS OR ENTITIES  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section III Exclusions, The following exclusion is added:

This insurance does not apply any **Claim** made or **Suit** brought by or on behalf of:

It is further understood and agreed that this endorsement only applies to the below listed  
**Declared Production Activity:**

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SOUND DESIGN EXCLUSION**

This endorsement modifies insurance provided under the following:

### **MEDIA PERILS INSURANCE POLICY**

Section III. Exclusions, the following exclusion is added to this policy:

This insurance does not apply to any liability, **Claim** made or **Suit** brought by or on behalf of any:

1. Person or organization; or
2. Any successor, licensee, or assignee of such person or organization  
alleging any of the following with respect "Sound Design" used by you:
  1. Interest or ownership rights;
  2. Infringement;
  3. Theft; or
  4. Any other form or method of taking.

For the purposes of this exclusion "Sound Design" means any sounds, sound effects, noises, or audio images.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOUND DESIGN EXCLUSION  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

**MEDIA PERILS INSURANCE POLICY**

Section III. Exclusions, the following exclusion is added to this policy:

This insurance does not apply to any liability, **Claim** made or **Suit** brought by or on behalf of any:

1. Person or organization; or
2. Any successor, licensee, or assignee of such person or organization  
alleging any of the following with respect "Sound Design" used by you:
  1. Interest or ownership rights;
  2. Infringement;
  3. Theft; or
  4. Any other form or method of taking.

For the purposes of this exclusion "Sound Design" means any sounds, sound effects, noises, or audio images.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity**:

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RESEARCH AND DEVELOPMENT COVERAGE**

This endorsement modifies insurance provided under the following:

### **MEDIA PERILS INSURANCE POLICY**

Section II Definitions G, **Declared Production Activity** is amended to include the following:

**Declared Production Activity** includes the research and development (but not the **Distribution**) of any particular motion picture, television program or series, episode, live performance, home video recording or DVD or any other device developed for similar purposes in the future, sound recording, musical composition, multi media work or other creative work produced or created directly by the **Insured** but not declared in Item 7 of the Declarations.

The coverage provided by this endorsement is limited only to research and development and does not extend to any liability, **Claim** or **Suit** arising out of the **Distribution** of any such **Declared Production Activity**.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RESEARCH AND DEVELOPMENT COVERAGE  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section II Definitions G, **Declared Production Activity** is amended to include the following:

**Declared Production Activity** includes the research and development (but not the **Distribution**) of any particular motion picture, television program or series, episode, live performance, home video recording or DVD or any other device developed for similar purposes in the future, sound recording, musical composition, multi media work or other creative work produced or created directly by the **Insured** but not declared in Item 7 of the Declarations.

The coverage provided by this Endorsement is limited only to research and development and does not extend to any liability, **Claim** or **Suit** arising out of the **Distribution** of any such **Declared Production Activity**.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity**:

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACQUIRED PRODUCTIONS (MEDIA DISTRIBUTORS)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section II G **Declared Production Activity** is amended to include the following:

As a Distributor of media, the following media is automatically included as a **Declared Production Activity**:

A **Declared Production Activity** acquired for **Distribution** by you during the **Policy Term**.

Section V- Warranties is amended to include the following:

You warrant that the **Declared Production Activity** acquired by you for **Distribution** during the **Policy Term**:

- a. was publicly **Distributed** prior to its acquisition by you;
- b. was covered by other insurance for **Distribution** from the date of its first public exhibition;
- c. you are added to such **Declared Production Activity's** other available insurance as an **Indemnitee** and you do not cancel such other insurance.

With respect to the **Declared Production Activity** acquired for **Distribution** by you during the **Policy Term** and the above extension of coverage:

- a. Item 5 of the Declarations Page, Pending and Prior Date is amended to the date of acquisition by you after the inception date of this policy.
- b. Section VIII G. Other Insurance is deleted and replaced with the following:

This extension of coverage is specifically excess of, and will not contribute with, any other insurance on the **Declared Production Activity** acquired by you for **Distribution** during the **Policy Term**, including but not limited to any insurance under which there is a duty to defend. This Policy will not be subject to the terms of any other insurance policy.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DEFENSE COSTS PAYABLE IN ADDITION TO THE LIMITS OF LIABILITY**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

In Section II – Definitions – O. **Loss**, Subparts 1 and 2 the term “**Defense Costs**” is deleted.

Section IV – Limits of Liability and Deductible, a. is amended to read as follows:

a. Limit of Liability per **Wrongful Act**

**Defense Costs** are in addition to the Limits of Liability. The Limits of Liability shown in Item # 3 of the Declarations shall be the most the **Company** shall pay for **Loss** resulting from a **Wrongful Act**.

A series of related, continuous, repeated or interrelated **Wrongful Acts** which are connected by a common fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions, that take place on one or more dates during the **Policy Term**, or during two or more consecutive policies issued by the **Company**, shall be considered one **Wrongful Act** for purposes of the application of the Limits of Liability and deductible. A **Wrongful Act** which is continuing in nature shall be, for purposes of this policy, deemed to have occurred on the date on which the earliest of such **Wrongful Acts** commenced or when the **Claim** is first made against an **Insured**.

The Limit of Liability per **Wrongful Act** applies regardless of the number of:

- (a) **Insureds** covered under the policy;
- (b) **Claims** made;
- (c) Policies issued by the **Company**; or
- (d) Persons or organizations who sustain or make a **Claim** or suffer a **Loss**.

If the applicable Limits of Liability is exhausted by the payment of **Loss**, all obligation of the **Company** under this policy, including any obligation to pay **Defense Costs**, shall be completely fulfilled, and the **Company** shall have no further obligations under this policy.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MERCHANDISING COVERAGE**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

In consideration of an Additional Minimum and Deposit Premium of \$\_\_\_\_\_, Section III Exclusion F.13 is deleted, and Section II Definition. G. **Declared Production Activity** is amended to include your **Merchandising**.

The earned premium for the insurance afforded by this endorsement will be computed at the close of the audit period, using the following rates applied to the total gross revenues from **Merchandising** as stated below:

Gross Revenue	Rate
_____	_____
_____	_____
_____	_____

All other terms and conditions remain unchanged.

**Named Insured:**  
To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MERCHANDISING COVERAGE (MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

In consideration of an Additional Minimum and Deposit Premium of \$\_\_\_\_\_, Section III Exclusion F.13 is deleted.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity:**

The earned premium for the insurance afforded by this endorsement will be computed at the close of the audit period, using the following rates applied to the total gross revenues from **Merchandising** as stated below:

Gross Revenue	Rate
_____	_____
_____	_____
_____	_____

All other terms and conditions remain unchanged

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANNUAL AGGREGATE LIMIT OF LIABILITY  
AMENDMENT**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Section IV B. - Aggregate Limit of Liability is amended to read as follows:

Our total Limits of Liability with regard to all **Losses, Claims, Defense Costs** or **Wrongful Acts** under this policy is shown in Item # 3 of the Declarations. This is the most we will pay no matter the number of **Losses, Claims** or **Wrongful Acts** to which coverage attaches.

The Aggregate Limit of Liability of this policy applies separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the **Policy Term** shown in the Declarations. If the **Policy Term** is extended after issuance for an additional period of less than 12 months the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Liability.

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

Duration of the Extended Reporting Period:

\_ Years

Additional Premium: \$\_\_\_\_\_

In consideration of the additional premium stated above and subject to receipt of such additional premium, Section VI. Extended Reporting Period is in force from the expiration date of this policy for the duration stated above and will expire on the date below.

Date:

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL PERSONS OR ORGANIZATIONS INSURED**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The Person or Organization declared below are included as an **Additional Insured** only with respects to the **Declared Production Activity** named below.

Individual or Entity: \_\_\_\_\_

**Declared Production Activity:** \_\_\_\_\_

All other terms and conditions remain unchanged.

**Named Insured:**  
To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL ENTITIES INSURED**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The following is added to Section II Definitions Q. **Named Insured:**

Any organization you acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured**. However:

- a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you form or acquire the organization or the end of the policy term, whichever is earlier; and
- b. This insurance does not apply to any liability, claim or **Suit** arising out of or based on a **Wrongful Act** committed before you acquired or formed the organization.
- c. This insurance does not apply if there is similar insurance available to that organization.

All other terms and conditions remain unchanged.

**Named Insured:**  
To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL ENTITIES INSURED (MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The following is added to Section II Definitions Q. **Named Insured:**

Any organization you acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured**. However:

- a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you form or acquire the organization or the end of the **Policy Term**, whichever is earlier; and
- b. This insurance does not apply to any liability, **Claim** or **Suit** arising out of or based on a **Wrongful Act** committed before you acquired or formed the organization.
- c. This insurance does not apply if there is similar insurance available to that organization.

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity:**

All other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The Deductible amount shown in Item 4 of the Declarations is deleted and replaced with the below Deductible for any **Claim** or **Suit** based on, arising out of or attributable to:

Item4. Deductible \$            Each **Wrongful Act**

All Other terms and conditions remain unchanged.

**Named Insured:**

To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL DEDUCTIBLE  
(MODIFIED)**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The deductible amount shown in Item 4 of the Declarations is deleted and replaced with the below Deductible for any **Claim** or **Suit** based on, arising out of or attributable to :

Item4. Deductible \$            Each **Wrongful Act**

It is further understood and agreed that this endorsement only applies to the below listed **Declared Production Activity**:

All Other terms and conditions remain unchanged.

**Named Insured:**  
To be attached to and form  
A part of Policy Number

**Effective date:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DECLARATION AMENDMENTS**

This endorsement modifies insurance provided under the following:

MEDIA PERILS INSURANCE POLICY

The Declarations Page is amended as follows:

<u>Item No.</u>	<u>Description</u>	<u>Change</u>
_____	_____	_____

All other terms and conditions remain unchanged.

# GENERAL APPLICATION

## MEDIA PERILS INSURANCE

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**This General Application must be completed by all Applicants. Each Applicant must also complete supplemental Schedule(s) for each class of business for which coverage is requested.**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS THEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS APPLICATION AND THE POLICY CAREFULLY.**

Please answer all questions and submit the requested information. If you do not have a copy of the Policy, please request it from your agent, broker or legal representative.

### INFORMATION ABOUT THE APPLICANT

1. Name of Applicant: \_\_\_\_\_

2. Street & Mailing Address: \_\_\_\_\_

Website: \_\_\_\_\_

3. Applicant is a:  Corporation  LLC  Individual  Partnership  Other (Explain): \_\_\_\_\_

4. How long has the Applicant been in business? \_\_\_\_\_ Under current management? \_\_\_\_\_

5. Names and titles of Principals, Officers, Partners, or Individuals: \_\_\_\_\_

6. If Coverage is desired for more than the Applicant, please answer Questions 1 to 5 above for each entity to be named, the relationship of each to the Applicant, and the percentage of ownership, if any, by the Applicant. Attach a separate sheet if necessary:

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

7. If Coverage is desired for Additional Insureds, please list the name of each, the type of entity (per Question 3. above), and the relationship or services provided to the Applicant: \_\_\_\_\_

8. Desired Effective Date: \_\_\_\_\_ Expiration Date \_\_\_\_\_ Pending and Prior Date: \_\_\_\_\_

9. Limit of Liability Per Wrongful Act: \$ \_\_\_\_\_  
In the aggregate: \$ \_\_\_\_\_  
Deductible amount: \$ \_\_\_\_\_

10. Please describe Declared Production Activity:  
Include details relating to your business activity in the entertainment industry; or a specific project or subject matter that you are applying for coverage.

[Note: The scope of insurance coverage may depend upon the description. Please be as accurate, complete and exact as possible.]

11. Is Applicant engaged in any business or profession other than described above?  Yes  No  
If "yes", please explain \_\_\_\_\_

12. Please attach a brief biography or resume of the Applicant and/or its principals, owners, members and/or management.

13. Prior Insurance:  
Please provide below full particulars of all insurance similar to the type requested carried in the past five (5) years:

Insurance Carrier	Policy Period	Limits of Liability	Deductible	Premium
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

14. If Applicant does not currently have insurance of the type applied for herein, please explain why not and why this coverage is being requested now:

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

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15. Has Applicant been refused similar insurance in the past?  Yes  No

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

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16. Has any of the Applicant's prior insurance carriers cancelled or indicated an intent to not offer renewal terms?  Yes  No

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

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**INFORMATION ABOUT CLEARANCE**

17. Name, address, email address, website and phone number of the Attorney who clears literary, musical and other materials:

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18. State briefly the type and length of experience of the Attorney: \_\_\_\_\_

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19. State briefly the Clearance Procedures (or attach a copy of them): \_\_\_\_\_

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20. What is the policy and procedure with regard to the submission of unsolicited materials?

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If Submission Agreements are used, please attach a sample.

21. Has the Attorney approved as adequate the steps taken to clear all necessary rights?

Yes  No

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

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**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

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22. Has Applicant or any of its 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, or-
- (b) Negotiated for releases from any persons with the production?

Yes  No. If "yes", please explain: \_\_\_\_\_

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**INFORMATION ABOUT PRIOR EXISTING AND POTENTIAL CLAIMS**

23. Applicant represents that neither his/her/its counsel, its partners, officers directors, senior employees nor any person(s) or entity(ies) proposed for this Insurance have any knowledge, actual or constructive:

(a) Of any Suits or Claims or legal proceedings made or commenced against the Applicant, or any of its officers, directors, agents or affiliated corporations within the past five (5) years for defamation, invasion of privacy, plagiarism, piracy, infringement of copyright (statutory or common law), unauthorized use of titles, formats, characters, plots, ideas or other material, breach or implied contract out of the alleged submission of any literary, musical or other material, or unfair competition.

NO EXCEPTIONS. Please Initial \_\_\_\_

EXCEPT AS FOLLOWS: Please describe in detail, and attach addendum if necessary. This information should include the following: number of judgments rendered, amount of each judgment, number of settlements before trial, amount of each settlement and a brief description of the substance of the claim.

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(b) Of any existing or threatened Claim or legal proceedings of any kind based upon any work(s) to be insured or any material contained in or upon such work(s) is based, that would be covered by the policy requested by this Application.

NO EXCEPTIONS. Please Initial \_\_\_\_

EXCEPT AS FOLLOWS: \_\_\_\_\_

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(c) Of any fact, inquiry, circumstance, situation, act, error, omission or prior negotiation which might reasonably lead to a Claim, Suit or legal proceeding instituted against the Applicant or any person(s) or entity(ies) proposed for this insurance that would be covered by the Policy requested by this Application.

NO EXCEPTIONS. Please Initial \_\_\_\_

EXCEPT AS FOLLOWS \_\_\_\_\_

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**THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING**

**PLEASE CAREFULLY READ AND INITIAL EACH ITEM**

24.

- (a) Applicant represents that the answers and statements above and those contained on any Schedules attached hereto are in all respects true and material to the issuance of an insurance policy and that Applicant has not omitted, suppressed or misstated any facts.

PLEASE INITIAL \_\_\_\_

- (b) Applicant and his/her/its counsel have supplied Company with all information required to be furnished pursuant to the Clearance Procedures, and to the extent such information is not known at the time of the Application, such information will be furnished in writing to Company as soon as known. Company thereafter shall have the right to limit the insurance coverage at its discretion.

PLEASE INITIAL \_\_\_\_

- (c) If any Claims, threatened Claims, or other matters which might affect issuance of a policy come to the attention of Applicant after execution or filing of this Application with the Company but before a policy is issued, Applicant must notify the Company immediately. Whether notified or not, Company shall have the right to limit the insurance coverage at its discretion.

PLEASE INITIAL \_\_\_\_

- (d) Applicant agrees to obtain from third parties from whom it obtains any matter, material or services for the insured work written warranties and indemnities against Claims arising out of the use of such matter, material or services.

PLEASE INITIAL \_\_\_\_

- (e) Applicant and its counsel agrees that it will use due diligence to determine whether any portrayal, matter or materials to be used in the work(s) to be insured violates the right of any person or entity or are protected by law and, where necessary, to obtain from parties owning rights therein, the right to use the same in connection with the insured work(s).

PLEASE INITIAL \_\_\_\_

- (f) All Exclusions in the Policy apply regardless of any answers or statements in this Application and any Schedules attached hereto.

PLEASE INITIAL \_\_\_\_

- (g) Applicant understands that the Limit of Liability, Deductible, Policy Term and other terms and conditions under any Policy to be issued in response hereto shall include both Loss payment and Defense Costs as defined in the Policy and may be different than those requested. Applicant agrees to such differences.

PLEASE INITIAL \_\_\_\_

## MEDIA PERILS LIABILITY INSURANCE APPLICATION

- (h) Applicant understands that the Defense Costs provision of the Policy stipulates that the Limits of Liability may be completely exhausted by the cost of legal defense and any Deductible or retention shall apply to investigation expenses and Defense Costs as well as indemnity.

PLEASE INITIAL \_\_\_\_

- (i) Applicant acknowledges that Claims and Suits may be brought which may combine covered and uncovered claims or forms of relief and that conflicts of interest may arise as between one Applicant and another Applicant under this Policy or as against the Company. In all such circumstances, Applicant recognizes that, under this policy, the Insurer's obligation is only to provide one (1) counsel for defense of all Claims and all Insureds. If any further counsel are desired by Applicant, they may be retained at the Applicant's own cost and expense in accordance with the terms of this Policy, but the Company's counsel will conduct and control the defense. Applicant understands that the premiums set forth herein, the Deductible and the balance of the terms of this Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that the Applicant is waiving any right to separate counsel paid for by the Company but shall retain the right to such counsel paid by the Applicant.

PLEASE INITIAL \_\_\_\_

## WARRANTIES

**The Applicant acknowledges that the Policy has the following warranties in the Policy:**

***Failure to fulfill these warranties will release us from all obligations under this Policy to the extent that a Loss is suffered or increased by that failure as to all Insureds.***

All Insureds hereby warrant that:

1. In connection with Declared Production Activity insured by this Policy, the Insured has and will adopt and adhere to Clearance Procedures that are designed to prevent and protect against the types of Claims covered by this policy, including but not limited to, the Clearance Procedures attached to the Application. The Insured will furnish, at our request, copies of their Clearance Procedures and their efforts to follow them.
2. The Insured will obtain from third parties that provide the Insured with any matter, material or services for a Declared Production Activity, written warranties and indemnification agreements against Claims arising out of the use of such matter, material or services.
3. The Insured will use due diligence to determine whether any portrayal, matter or materials to be used by the Insured violates the rights of any person or organization or is protected by law and, when necessary, the Insured will obtain the rights to use such portrayal, matter or materials.
4. The Insured will take all steps to:
  - (a) Assure the originality and ownership of literary and musical materials;
  - (b) Obtain contracts and releases from persons appearing in or contributing material to you; and
  - (c) Avoid using any libelous material or material constituting a violation of any right of privacy or publicity.
5. The Insured will obtain the proper clearance for all of the following prior to the Distribution of a Declared Production Activity:
  - (a) The use or release of Titles.
  - (b) The use or release of music in any Declared Production Activity.
  - (c) The creation, use, release, or Distribution of music other than music in the exact format embodied in a Declared Production Activity.

## **MEDIA PERILS LIABILITY INSURANCE APPLICATION**

- (d) The creation, use, release, or Distribution of any photographs in connection with any Declared Production Activity.
  - (e) The creation, use, release, or Distribution of any film clips or images.
  - (f) The intentional or unintentional use or release of any:
    - (1) Name, voice, likeness or image of an individual, living or dead;
    - (2) Characteristic, personal quality or other information that identifies an individual, living or dead;
    - (3) Business name, corporate name or product name;
    - (4) Registered or common law trademark, or trade dress; or
    - (5) Actual or fictional phone number, street address or location.
6. You will use attorneys to supervise and approve acquisition of underlying rights and compliance with the Clearance Procedures.

PLEASE INITIAL \_\_\_\_

## **CLEARANCE PROCEDURES**

Applicant's attorney must assure him/herself of the following before first exhibition of the insured work(s):

1. A copyright report must be obtained, covering domestic and foreign copyright, as well as all extensions and renewals thereof, for all literary material (other than original and unpublished) contained in the work(s). If the Applicant is acquiring the work(s) as a completed work (such as a pick-up of a motion picture), a copyright report must also be obtained covering the completed work. In the case of an unpublished original work, the origin of the work must be traced in order to ascertain that the Applicant has all required rights in the work.
2. Written agreements must exist between the Applicant and the creators, authors, writers and owners of all material, including quotations from copyrighted works, used in the insured work(s), authorizing the Applicant to use the material in the insured work(s).
3. If the work(s) is in any way based on actual facts, it must be ascertained if the source material is primary (e.g. direct interview, court records) and not secondary (e.g. another copyrighted work). Use of secondary sources may be permissible, but full details must be provided to Company in an attachment to the Application.
4. Written releases must be obtained from all persons who are recognizable or who might reasonably claim to be identifiable in the insured work(s), or whose name, image or likeness is used, and if such person is a minor, the minor's consent must be legally binding. If the recognizable or identifiable person is deceased, releases must be obtained from the personal representative of such person. Releases of the type described in the preceding two sentences may not be required in certain instances, but full details must be provided to the Company in an attachment to the Application. Releases are not necessary if the recognizable person is part of a crowd or background shot and the image is not shown for more than a few seconds or given special emphasis.
5. Where the work is fictional in whole or in part, the names of all characters must be fictional. In certain limited instances, particular names need not be fictional, but full details must be provided to the Company in an attachment to the Application.

## **MEDIA PERILS LIABILITY INSURANCE APPLICATION**

6. Where scenes are filmed depicting or referring to distinctive businesses, personal property or products identifiable with any person, firm or corporation, or depicting or referring to distinctive real property of any person, firm or corporation, written releases must be obtained from such person, firm or corporation granting the Applicant the right to film and use such property in the insured work(s). In certain instances releases may not be required, but full details must be provided to the Company in an attachment to the Application. Releases are not necessary if property is non-distinctive background only.
7. All releases must give the Applicant the right to edit, modify, add to and/or delete any or all of the material supplied by the releaser. Releases from recognizable persons must grant the Applicant the right to fictionalize the Applicant's portrayal of the releaser.
8. All contracts and releases must give the Applicant the right to market the work(s) for use in all media and markets (e.g. video discs, cassettes, supplemental markets), except to the extent the Applicant qualifies the application to exclude insurance coverage for particular media.
9. Synchronization and performance licenses must be obtained from the composer or copyright owner of all music used in the insured work(s). Licenses are unnecessary if the music (and its arrangement) is in the public domain. Licenses must also be obtained for the use of previously recorded music.
10. If the work(s) contains any film clips, the Applicant must obtain authorization to use the film clip from the owner of the clip who has the right to grant such authorization and must obtain authority from the appropriate persons for "secondary use" of all material contained in the film clip, e.g. underlying literary and musical rights, performances of actors and musicians.
11. A report (generally known as a "title report") covering the title of the work(s) must be obtained from a recognized source setting forth prior uses of the same or similar titles, and the title of the work(s) must be changed to avoid any conflict.
12. It must be determined whether the Applicant, or any of its officers, directors, partners or agents received any submission of any similar material or work(s), and if so, the Company must be fully advised of all circumstances relating to each such occurrence, in an attachment to the Application.
13. It must be determined that the insured work(s) does not contain any material which constitutes defamation, invasion of privacy, violation of the right of publicity or of any other right of any person, firm or corporation.
14. Prior to any public exhibition of the work(s), it must be previewed to assure that the Clearance Procedures have been followed.
15. To the extent that any information required to be furnished pursuant to these Clearance Procedures is not known at the time of the application, such information must be furnished in writing to the Company as soon as known.

THE FOREGOING CLEARANCE PROCEDURES SHOULD NOT BE CONSTRUED AS EXHAUSTIVE; NOR DO THEY COVER ALL SITUATIONS WHICH MAY ARISE, GIVEN THE GREAT VARIETY OF WORKS. RATHER, APPLICANT AND ITS COUNSEL MUST CONTINUALLY MONITOR THE WORK(S) AT ALL STAGES, AND IN LIGHT OF ANY SPECIAL CIRCUMSTANCES, TO MAKE CERTAIN THAT THE WORK(S) CONTAINS NO MATERIAL WHICH COULD GIVE RISE TO A CLAIM.

## MEDIA PERILS LIABILITY INSURANCE APPLICATION

### PLEASE INDICATE DESIRED COVERAGE TERMS:

Each Applicant must complete the General Application. Please complete the attached supplemental Schedules for coverage consideration for each of the below classes of business for which coverage is requested.

### PLEASE CHECK THE DOCUMENTS SUBMITTED WITH THE GENERAL APPLICATION.

- GENERAL APPLICATION
- Schedule AD : ACQUISITION & DEVELOPMENT -  
[Acquisition and Development activities of a Film or Television Producer]
- Schedule C : COMMERCIALS, MUSIC VIDEOS, EDUCATIONAL OR INDUSTRIAL FILMS
- Schedule D : DISTRIBUTOR – [Film, Television, Video/DVD Music]
- Schedule I: INDIVIDUAL WORK –  
[Single Film, Television Special, Pilot or Series, Radio Program or Series, Computer Program, Electronic Work, Multimedia Work, Book, Stage Play]
- Schedule M : MERCHANDISE –
- Schedule MCLP: MUSIC- COMPOSER/LYRICIST AND/OR MUSIC PUBLISHER–
- Schedule PER : PERFORMER –[Live performer all types]
- Schedule ST : SOUND TRACK –
- Schedule W : WEBSITE CONTENT –

### Notice to Applicant: Please Read Carefully

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THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE, AND REASONABLE EFFORT HAS BEEN MADE TO OBTAIN SUFFICIENT INFORMATION FROM ALL PERSONS PROPOSED FOR THIS INSURANCE TO FACILITATE THE ACCURATE COMPLETION OF THIS APPLICATION. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION AND ANY SUPPLEMENTAL SCHEDULES SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE DEEMED TO BE ATTACHED TO AND BECOME PART OF THE POLICY.

## **MEDIA PERILS LIABILITY INSURANCE APPLICATION**

ALL ATTACHMENTS AND MATERIALS SUBMITTED WITH THIS APPLICATION, INCLUDING ANY APPLICATIONS FOR UNDERLYING POLICY(IES) AS WELL AS FOR PRIOR POLICIES IN AN UNINTERRUPTED SERIES OF POLICIES ISSUED BY THE COMPANY OR THE INSURER(S) FOR PRIOR UNDERLYING POLICIES ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT HEREBY ACKNOWLEDGES THAT:

1. THIS POLICY APPLIES TO EVENT(S) WHICH TAKE PLACE DURING THE POLICY TERM AND WHICH TRIGGER COVERAGE UNDER THE INSURING AGREEMENTS OF THE POLICY, AS APPLICABLE.
2. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY THE PAYMENT OF DEFENSE COSTS, AND IN SUCH EVENT, THE COMPANY WILL NOT BE RESPONSIBLE FOR THE CONTINUED DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT ANY OF THE FOREGOING EXCEED THE APPLICABLE LIMIT OF LIABILITY.

**Notice to Arkansas applicants:** "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

**Notice to Colorado applicants:** "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

**Notice to District of Columbia applicants:** "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

**Notice to Florida applicants:** "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

**Notice to Hawaii applicants:** "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

**Notice to Kentucky applicants:** "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

**Notice to Louisiana applicants:** "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

**Notice to Maine applicants:** "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

**Notice to Minnesota applicants:** "A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime."

**Notice to New Jersey applicants:** "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

**Notice to New Mexico applicants:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

**Notice to New York applicants:** "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

**Notice to Ohio applicants:** “Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

**Notice to Oklahoma applicants:** “WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

**Notice to Pennsylvania applicants:** “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

**Notice to Tennessee applicants:** “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

**Notice to Texas applicants:** “Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

**Notice to Virginia applicants:** “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

**Notice to West Virginia applicants:** “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE IS MAKING THE REPRESENTATIONS IN THIS APPLICATION ON BEHALF OF THE APPLICANT AND ALL ENTITIES OR PERSONS PROPOSED FOR COVERAGE UNDER THE POLICY.

\_\_\_\_\_ By Applicant  
\_\_\_\_\_ Title (President, CEO, or CFO)  
\_\_\_\_\_ Date

AS ATTORNEY FOR THE APPLICANT, I BELIEVE THE STATEMENTS CONTAINED IN THE APPLICATION AND ALL ATTACHED SCHEDULES ARE CORRECT. I AM FAMILIAR WITH THE COMPANY’S STANDARD CLEARANCE PROCEDURES, WHICH ARE ATTACHED TO THIS APPLICATION. I HAVE BEEN RETAINED BY THE APPLICANT TO, AND WILL USE MY BEST EFFORTS TO SEE THAT THOSE CLEARANCE PROCEDURES ARE FOLLOWED ON ALL WORKS CREATED OR PRODUCED BY THE APPLICANT OR WHERE THE APPLICANT CONTROLS CREATION OR PRODUCTION.

FOR ALL OTHER PRODUCTIONS AND OTHER WORKS THAT HAVE BEEN ACQUIRED FOR DISTRIBUTION BY THE APPLICANT, I WILL USE MY BEST EFFORTS TO SEE THAT THE FOLLOWING CONDITIONS ARE SATISFIED: (I) SUCH A PRODUCTION HAD BEEN PUBLICLY EXHIBITED OR BROADCAST PRIOR TO THE ACQUISITION BY THE APPLICANT; (II) THE DISTRIBUTION OF SUCH A PRODUCTION OR WORK WAS COVERED BY OTHER INSURANCE FROM THE DATE OF ITS FIRST PUBLIC EXHIBITION; (III) THE APPLICANT DOES NOT CANCEL SUCH OTHER INSURANCE; (IV) SUCH OTHER INSURANCE NAMES THE APPLICANT AS AN ADDITIONAL INSURED; AND (V) SATISFACTORY EVIDENCE OF SUCH OTHER INSURANCE IS PROVIDED TO AND APPROVED BY THE COMPANY:

Attorney’s Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## SCHEDULE AD – ACQUISITION AND DEVELOPMENT MEDIA PERILS INSURANCE

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**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

1. State Applicant's actual and estimated total annual gross receipts from all sources:

Next Year \_\_\_\_\_  
Current Year \_\_\_\_\_  
First Previous Year (20\_\_\_\_) \_\_\_\_\_  
Second Previous Year (20\_\_\_\_) \_\_\_\_\_

2. Estimate of the number and types of work(s) to be distributed annually:

a. Features for theatrical release _____	g. Industrial & training films _____
b. Features for television release _____	h. Short subjects _____
c. Television pilot and specials _____	i. Music: Videos, CDs, Audio Tapes _____
d. Television series (No. of episodes) _____	j. CD Rom/Computer/Video games _____
e. Mini-Series and Docu-Dramas _____	k. Other (Describe) _____
f. Documentaries _____	

3. What is Applicant's policy and procedure with regard to submissions from unsolicited materials?  
\_\_\_\_\_

4. Does Applicant utilize outside writers, producers, musicians, etc?  Yes  No

If "yes", please explain and provide details as to Applicant's contractual protection: \_\_\_\_\_  
\_\_\_\_\_

5. LIBRARY WORK OWNED OR DISTRIBUTED BY APPLICANT - For each production for which Insurance is requested, please attach a Library List indicating the following information: Title, genre, actual events or persons portrayed, date first exploited, date acquired, any restrictions on Applicant's territory rights, details of any past or present insurance and details of any past or present claim made against the production.

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE C – COMMERCIALS, MUSIC VIDEOS, EDUCATIONAL OR INDUSTRIAL FILMS

### MEDIA PERILS INSURANCE

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The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.

Applicant's Name \_\_\_\_\_

1 State Applicant's actual and estimated total annual Gross Production Cost and gross receipts from all sources:

	Gross Production Cost	Gross Receipts
Next Year	_____	_____
Current Year	_____	_____
First Previous Year (20__)	_____	_____
Second Previous Year (20__)	_____	_____

2 Estimate of the number and types of productions to be produced annually:

- |                            |  |
|----------------------------|--|
| a. Commercials _____       | e. Trailers _____                        |
| b. Music Videos _____      | f. Trailers _____                        |
| c. Industrial films _____  | g. The Making of Behind the Scenes _____ |
| d. Educational films _____ | h. Other (Describe) _____                |

3 Please describe in detail Applicant's five largest productions during the previous two years:

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

4 Please list the Applicant's primary clients. \_\_\_\_\_

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

5 Please list the directors and producers Applicant works with most often. Please attach a brief resume of any director(s) or producer(s) Applicant utilizes on a frequent basis or for any directors who have exclusive agreements with Applicant.

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

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

6. Does the Applicant sign or use any production agreements with clients or AICP or ABAA contracts?

Yes  No If "yes", please attach a copy.

7. Are these productions conceived, created and produced entirely by the Applicant?  Yes  No

a. If "no", please explain who generates the concepts, provides any material for, creates and/or produces these productions.

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b. If Applicant does receive concepts, ideas and other material from agencies, record labels or other clients, is Applicant indemnified for use of the provided material?

Yes  No

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

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8. Does the Applicant ever produce treatments, story boards and/or speculative ("Spec") productions and release them to current or prospective clients (i.e., advertising agencies, record labels, etc)?

Yes  No

If "yes", please describe in detail the planned distribution and exhibition of these works, the clearance procedures for these works and instructions to client:

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9. In the process of producing commercials, is Applicant ever supplied with a "temp track" containing music from a commercially released recording or a composer that has not been licensed for the commercials?

Yes  No

If "yes", what are Applicant's policy, practice and procedure with regard to "temp tracks"?

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10. For all works produced by Applicant except music videos, where Applicant is responsible to supply music, please provide the following information about the music in these productions:

a. Is the music in these productions:

Composed and recorded by the Applicant (or employee)?  Yes  No

Provided by the client of Applicant for use in the production?  Yes  No

Created specifically for the production as a "work for hire"?  Yes  No

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

Licensed from an independent third party?  Yes  No

Other circumstance? (Explain) \_\_\_\_\_

b. Are the following musical rights in these productions cleared by Applicant?

Recording and synchronization?  Yes  No

Performing rights?  Yes  No

Right to distribute for all forms of distribution contemplated (home video, etc.)?  Yes  No

If the response to any of the above is "no", please explain: \_\_\_\_\_

\_\_\_\_\_

c. If original music is commissioned, is a "Hold Harmless" been obtained from the composer?

Yes  No

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

\_\_\_\_\_

\_\_\_\_\_

11. For all works produced by Applicant, including music videos, where Applicant is responsible to clear the following rights, please provide the information requested:

a. Does the agency, record company, artist, director or any client supply materials (i.e. music, props, posters, photographs, music, etc) to be used in any production?

Yes  No

If "yes", please provide the circumstances and the materials supplied:

\_\_\_\_\_

\_\_\_\_\_

Is the Applicant indemnified for the use of that material by the individual or entity supplying the material?

Yes  No

If the answer to the last question is "no", please explain: \_\_\_\_\_

\_\_\_\_\_

b. Will any third party materials be used in these productions, including but not limited to film clips, photographs, artwork, literary material, trademarks, trade names, logos, merchandise and toys? This includes their use as props or set dressing whether prominently or incidentally displayed.

Yes  No

If "yes", will Applicant obtain the following licenses and consents?

From all copyright, trademark and trade name owners?  Yes  No

From writers and/or others?  Yes  No

From performers or persons appearing in the materials?  Yes  No

From music owners?  Yes  No

From the owners of any merchandise or toys?  Yes  No

From the owners of any prop or set dressing item?  Yes  No

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

If any of the answers above is "no", please explain: \_\_\_\_\_

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

12. Does Applicant own or will Applicant own any rights to the distribution of any productions produced by Applicant?

Yes  No

If "yes", will Applicant secure the music licenses and other consents necessary to properly exploit the distribution rights owned by Applicant?

Yes  No

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

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

13. Does Applicant have a Library of productions to be covered under the insurance policy applied for?

Yes  No

If "yes", please provide as much of the following information as is applicable to each production: Title, genre, actual events or persons portrayed in the production, date of first public exploitation, date produced or acquired, restrictions on Applicant's territory rights, details of any past or present insurance on this production and details of any past or present claim made against this production (attach list or spread sheet if necessary)

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE D - DISTRIBUTORS MEDIA PERILS INSURANCE

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**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

1 State Applicant's actual and estimated total annual gross receipts from all sources:

Next Year \_\_\_\_\_  
Current Year \_\_\_\_\_  
First Previous Year (20\_\_\_\_) \_\_\_\_\_  
Second Previous Year (20\_\_\_\_) \_\_\_\_\_

2 Estimate of the number and types of work(s) to be distributed annually:

- |  |  |
|--|--|
| a. Features for theatrical release _____     | g. Industrial & training films _____     |
| b. Features for television release _____     | h. Short subjects _____                  |
| c. Television pilot and specials _____       | i. Music: Videos, CDs, Audio Tapes _____ |
| d. Television series (No. of episodes) _____ | j. CD Rom/Computer/Video games _____     |
| e. Mini-Series and Docu-Dramas _____         | k. Other (Describe) _____                |
| f. Documentaries _____                       |  |

3 What is the number of works currently owned or controlled by Applicant? \_\_\_\_\_

4 What is the average number of works acquired each year? \_\_\_\_\_

5 LIBRARY WORK OWNED OR DISTRIBUTED BY APPLICANT - For each production for which insurance is requested, please attach a Library List indicating the following information: Title, genre, actual events or persons portrayed, date first exploited, date acquired, any restrictions on Applicant's territory rights, details of any past or present insurance and details of any past or present claim made against the production.

6 Have all works distributed by Applicant been previously exhibited or released for sale to the public?

Yes  No

If "no", please list title and explain reason: \_\_\_\_\_

\_\_\_\_\_

7 Please provide Applicant's primary clients, territories and markets: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

8 Does Applicant obtain full indemnities from sellers or licensors against liability arising out of the distribution, exhibition or other use of the work(s) distributed?  Yes  No

If "yes" and Applicant has a standard contract, please attach a copy.

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

9 Does Applicant require seller or licensor to maintain current and continuous in-force Producer's Errors and Omissions Liability insurance on each work acquired for distribution?  Yes  No

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

10 Please describe the due diligence process used by Applicant when purchasing or licensing a work for distribution to determine whether all necessary underlying rights in the work have been cleared.

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

11 Does Applicant generally finance or otherwise participate in the production of works distributed?

Yes  No

If "yes", explain: \_\_\_\_\_  
\_\_\_\_\_

12 Have all necessary rights been acquired to distribute the work(s) in the medial and territory contemplated by Applicant (theatrical, television, pay-TV, videos, DVD's etc)?  Yes  No

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

FOR ALL OTHER PRODUCTIONS AND OTHER WORKS THAT HAVE BEEN ACQUIRED FOR DISTRIBUTION BY THE APPLICANT, I WILL USE MY BEST EFFORTS TO SEE THAT THE FOLLOWING CONDITIONS ARE SATISFIED: (I) SUCH A PRODUCTION HAD BEEN PUBLICLY EXHIBITED OR BROADCAST PRIOR TO THE ACQUISITION BY THE APPLICANT; (II) THE DISTRIBUTION OF SUCH A PRODUCTION OR WORK WAS COVERED BY OTHER INSURANCE FROM THE DATE OF ITS FIRST PUBLIC EXHIBITION; (III) THE APPLICANT DOES NOT CANCEL SUCH OTHER INSURANCE; (IV) SUCH OTHER INSURANCE NAMES THE APPLICANT AS AN ADDITIONAL INSURED; AND (V) SATISFACTORY EVIDENCE OF SUCH OTHER INSURANCE IS PROVIDED TO AND APPROVED BY THE COMPANY:

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

**SCHEDULE I – INDIVIDUAL WORK**  
**MEDIA PERILS INSURANCE**

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**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedules for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

**INFORMATION ABOUT THE WORK**

1. Title of Picture, Program, Series (the "Work"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Names of writer or author: \_\_\_\_\_  
\_\_\_\_\_

3. Is the Work based upon another work?  Yes  No  
If "yes", explain and list title, date and name of author of such work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name(s) of individual producer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Name(s) of individual executive producer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Name(s) of individual director: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

7. The Work Is:

- |   |  |
|---|--|
| <input type="checkbox"/> Motion picture for:          | <input type="checkbox"/> Television series                           |
| <input type="checkbox"/> Theatrical release           | Number of episodes _____   |
| <input type="checkbox"/> Television release           | <input type="checkbox"/> Television "Mini Series"                    |
| <input type="checkbox"/> Videocassette or DVD release | <input type="checkbox"/> Television documentary                      |
| <input type="checkbox"/> Television pilot             | <input type="checkbox"/> Radio program                               |
| <input type="checkbox"/> Television special           | Number of programs each week _____                                   |
| <input type="checkbox"/> Dramatic                     | Number of weeks _____  |
| <input type="checkbox"/> Music/Variety/Comedy         | <input type="checkbox"/> Computer program                            |
| <input type="checkbox"/> Other: _____                 | <input type="checkbox"/> Interactive multimedia (CD ROM, CD 1, 3 D0) |
| _____   | <input type="checkbox"/> Book  |
| <input type="checkbox"/> Television reality           | <input type="checkbox"/> Other: _____                                |
| <input type="checkbox"/> Series                       | _____  |
| <input type="checkbox"/> Special                      | _____  |

Program or running time of the Work: \_\_\_\_\_

Initial release or air date: \_\_\_\_\_

Territory of broadcast or distribution: \_\_\_\_\_

8. If the Work is a reality program, series or other work, are any hidden cameras, practical jokes, dangerous stunts or highly embarrassing situations involved?

- Yes     No

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

\_\_\_\_\_

9. Is the Work

- Entirely fictional?
- Entirely fictional, but inspired by specific events and/or occurrences?
- A portrayal of actual facts which includes significant fictionalization?
- A true portrayal of actual facts or happenings?
- Other than above? (explain): \_\_\_\_\_

\_\_\_\_\_

10. Brief description of storyline: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. The time frame for the setting of the plot is (e.g. *The present, ten years in the future, within the last 20 years, etc.*):

\_\_\_\_\_

**INFORMATION ABOUT CLEARANCE**

12. Has a title report been obtained from any title clearance service?  Yes  No

If "yes", please indicate the name of service and attach copy. If "no", explain: \_\_\_\_\_

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

13. Have copyright reports been obtained?  Yes  No

If "yes", are there any ambiguities, gaps or problems in the chain of title?  Yes  No

If no copyright report has been obtained, please explain the reason: \_\_\_\_\_

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

14. Is the Work based upon, or does it include any literary or musical works, which were first published or registered for copyright prior to January 1, 1978?  Yes  No

If "no", disregard the rest of this question.

If "yes", please provide the following information:

(a) The title, writer's name, and year of first publication (or registration) for each such pre-1978 work:

Title	Writer's Name	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Did Applicant clear each of the works identified above to be certain that the Work will not infringe (now or in the future) the *renewal* copyrights to those works in light of the decision of the United States Supreme Court in *Stewart v. Abend*, 110 S.Ct.1750 (1990) (commonly referred to as the "Rear Window" case)?

Yes  No

If "yes", please describe the clearance procedures used to be certain that the Work will not infringe (now or in the future) the *renewal* copyrights to those pre-1978 works.

If "no", please explain why not.

(Attach additional sheets for the response, if necessary.) \_\_\_\_\_

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

15. Is the name or likeness of any living person used in the Work?  Yes  No

If "yes", have clearances been obtained?  Yes  No

If no clearance has been obtained, explain why not.

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

16. Is there a plausible risk that a living person could claim (without regard to the merits) to be identifiable in the Work (whether or not the person's name or likeness is used or the production purports to be fictional)?

Yes  No

If "yes", have clearances been obtained?  Yes  No

If no clearances have been obtained, explain why not: \_\_\_\_\_

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17. Is the name or likeness of any deceased person used in the Work?  Yes  No

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

Yes  No

If no clearances have been obtained, explain why not: \_\_\_\_\_

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18. Has a fact research report (Marshall Plumb, Joan Pearce Report or similar report) been obtained? (Also known as a script clearance report.)

Yes  No

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

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If "yes", have all necessary changes been made?  Yes  No

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

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19. Will any film clips be used in this Work?  Yes  No

If "yes", have licenses and consents for the Film Clips been obtained as follows:

From copyright owners?  Yes  No

From writers and others?  Yes  No

From performers or persons appearing in clip?  Yes  No

From music owners?  Yes  No

If any of the answers above is "no", please explain: \_\_\_\_\_

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**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

20. Are any photographs used in the Work?  Yes  No

If "yes", have licenses and consents been obtained as follows:

From individuals or business depicted?  Yes  No

From copyright holders?  Yes  No

If any of the answers above is "no", please explain: \_\_\_\_\_

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

21. Have the following musical rights been cleared:

(a) Recording and synchronization?  Yes  No

(b) Performing rights?  Yes  No

(c) Right to distribute for all forms of distribution contemplated (home video, etc.)?  Yes  No

If the response to any of the above is "no", please explain: \_\_\_\_\_

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

22. Has a music cue sheet been prepared?  Yes  No

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

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

23. If original music has been commissioned, has a "Hold Harmless" been obtained from the composer?

Yes  No

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

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

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE M - MERCHANDISE MEDIA PERILS INSURANCE

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**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

1. Describe in detail the type of merchandise contemplated (toys, dolls, clothing, etc.) and projected revenue anticipated:

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

2. Is this merchandise derived from or based upon any other work or character?

Yes  No

If "yes", please explain and provide details: \_\_\_\_\_

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

3. Is the merchandise based upon, or does it use the name, voice, likeness or image of any real individual?

Yes  No

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

\_\_\_\_\_

4. If merchandise is NOT based upon or derived from another work or character, please describe how this merchandise was created and developed and by whom. (Use attachment if space below is not sufficient.)

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

5. Does Applicant own or has Applicant acquired all rights necessary to produce this merchandise?

Yes  No

If "yes", please describe the rights acquired and how. If "no", please explain why not.

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

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

6. Has Applicant filed any trademark or copyright registrations for any merchandise discussed above in the United States or any country throughout the world?

Yes  No

If "yes", please describe and attach list if necessary. \_\_\_\_\_

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7. Has Applicant performed or had performed any search for the pre-existing use of any other person or company of the merchandise or any trademark(s) applicant intends to exploit?

Yes  No

If "yes", please describe and attach list if necessary. If "no", please explain. \_\_\_\_\_

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8. What is the name, firm affiliation, address and phone number of Applicant's attorney, if different from the attorney listed on the General Application?

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9. What is the experience of the attorney with the acquisition of merchandising rights and the protection, licensing, production, distribution of merchandise?

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10. If merchandise rights have been acquired from and/or based upon property or works of others, what has been done to satisfy Applicant that all rights have been acquired from the proper party? Please describe the due diligence process.

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11. Has the Applicant obtained agreements in writing allowing the Applicant to create, produce, and distribute the merchandise from:

(a) Any actual individual whose name, voice, likeness and/or image is depicted in or on any merchandise?

Yes  No

(b) Any artist, composer, musician or other individual and/or entity whose work is being replicated or used in any manner on or in any merchandise?

Yes  No

If the response is "no" to either of the previous questions, please explain:

---

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

12. What percentage of the merchandise contemplated will be manufactured and distributed directly by the Applicant and what percentage will be manufactured and distributed by a third party licensee?

Applicant \_\_\_\_\_%      Licensee \_\_\_\_\_%

13. Of the merchandise manufactured by a third party licensee, does Applicant's licensing agreement require General Liability Insurance with the following minimum coverage: \$1,000,000 limits of insurance, including products liability, personal injury and advertising injury liability, and the Applicant added as an additional insured?

Yes     No

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

14. Please provide the following:

(a) Estimated gross receipts anticipated from the sale and license of this merchandise: \_\_\_\_\_

(b) Anticipated profit to Applicant: \_\_\_\_\_

(c) Number of units expected to be sold: \_\_\_\_\_

15. Has additional or separate insurance coverage for this merchandise been obtained?

Yes     No

If "yes", please state the company, the period of coverage and the type and scope of coverage afforded:

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

16. Is Applicant aware of any existing Claims or situations that might give rise to a claim related to the merchandise described above?

Yes     No

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

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

**SCHEDULE MCLP  
MUSIC COMPOSER/LYRICIST AND/OR MUSIC PUBLISHER  
MEDIA PERILS INSURANCE**

The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.

Applicant's Name \_\_\_\_\_

1. Applicant is:

- Composer and/or Lyricist
- Music Publisher

If Applicant is an individual, attach a brief professional biography.  
If Applicant is other than an individual, attach information about the organization.

2. State Applicant's last three years and current estimated total annual gross receipts from music composing and/or publishing from the following sources:

	Year:_____	Year:_____	Current Year	Next Year
a. Mechanical Royalties	_____	_____	_____	_____
b. Performance Royalties	_____	_____	_____	_____
c. Sheet Music	_____	_____	_____	_____
d. Motion Picture or TV Productions	_____	_____	_____	_____
e. Theatrical Stage Productions	_____	_____	_____	_____
f. Foreign (All sources not included above)	_____	_____	_____	_____
g. Other (Describe) _____ _____	_____	_____	_____	_____

3. If Applicant is also a Musical Artist or Musical Group, please list the following:

(a) The names of all individuals presently comprising Artist or Musical Group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The names of any individuals previously comprising Artist or Musical Group.  
(This should include any other musical group and its members, in which the individual was a member.)  
\_\_\_\_\_  
\_\_\_\_\_

(c) The names of any past or present members who compose or have composed the music to be insured.  
\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

(d) If any past or present members of Applicant, or any other individuals, contribute or have contributed in any way to the compositions to be insured, please describe the contribution to any composition of these individuals.

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Is there any agreement in writing between the past or present members of Artist regarding their contribution to the compositions to be insured?  Yes  No

If "yes", please describe this agreement and, if necessary, attach a copy.

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4. The music to be insured is:

- Musical Composition(s)
- Music for Motion Pictures, TV Productions, or Other Audio-Visual Work
- Music for Stage Productions
- Other (Describe:) \_\_\_\_\_

5. Number of compositions in the Applicant's catalog: \_\_\_\_\_

Please attach a list of titles to be insured, including the following information for each composition or work:  
Title of each work; the composer(s) and/or lyricist(s); the genre or style; the publisher; the performing rights society; the copyright date; whether the work is currently covered by an in-force errors and omissions policy and the dates of that coverage

6. Number of:

- (a) Mechanical & Synchronized Licenses granted per year: \_\_\_\_\_
- (b) Compositions Published in Sheet or Folio form per year: \_\_\_\_\_

7. Average number of additional compositions:

- (a) Acquired per year: \_\_\_\_\_
- (b) Composed per year: \_\_\_\_\_

8. Attach Standard forms of Songwriters Agreements utilized by Applicant.

9. Percentage of:

- (a) Public Domain Compositions in Catalog: \_\_\_\_\_
- (b) Original Compositions in Catalog: \_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

10. Applicant is:

- (a) A member of ASCAP  Yes  No
- (b) Represented by BMI  Yes  No
- (c) Represented by SESAC  Yes  No

11. Does Applicant license mechanical rights?  Yes  No

- (a) Through the Harry Fox Organization?  Yes  No
- (b) Directly?  Yes  No
- (c) Through Others?  Yes  No State who: \_\_\_\_\_

12. Is Applicant a Member of the Musical Publisher Association of the United States?  Yes  No

13. Does Applicant administer the music library or catalog to be insured?  Yes  No

If "yes", list name and phone number of individual who is responsible: \_\_\_\_\_

If "no", list the following:

(a) Company or individual who is responsible: \_\_\_\_\_

(b) Address and phone number of individual or contact person: \_\_\_\_\_

(c) The basic terms: \_\_\_\_\_

14. Please describe process of review of new compositions to check for potential copyright infringement and other possible claims covered by the policy to be issued:

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

15. Are compositions reviewed by any individual with an expertise in music?  Yes  No

16. If a potential concern is uncovered, how is this concern addressed?

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

17. Is a musicologist ever used to review new compositions?  Yes  No

If "yes", please describe circumstances and list name and phone number of individual(s) typically used:

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

If "no", please explain why not: \_\_\_\_\_

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

18. Is sampling (music or sounds) ever used in the work of Applicant?  Yes  No

If "yes":

(a) What is the Applicant's practice, policy and procedure relating to these samples?

---

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(b) Are licenses obtained from the owner of the source material?  Yes  No

If no licenses are obtained, please explain when they are not and why: \_\_\_\_\_

---

19. Has a Title report been obtained from any of the title clearance services?  Yes  No

If "yes", please indicate the name of the service and attach a copy of the report. If "no", explain:

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\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE PER – PERFORMERS MEDIA PERILS INSURANCE

---

**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

1. Applicant engages in the following type of performances:

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Nightclubs | <input type="checkbox"/> Lectures   | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Musical    | <input type="checkbox"/> Television | _____                                     |
| <input type="checkbox"/> Radio      | <input type="checkbox"/> Concerts   | _____                                     |

2. Describe the content of the performances, noting if they include any of the following:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Music          | <input type="checkbox"/> Historical Reports   | <input type="checkbox"/> Documentary Reports |
| <input type="checkbox"/> Comedy         | <input type="checkbox"/> Religious Sermons    | <input type="checkbox"/> Television          |
| <input type="checkbox"/> Drama          | <input type="checkbox"/> Impersonations       | <input type="checkbox"/> Theatrical          |
| <input type="checkbox"/> News Reporting | <input type="checkbox"/> Political Activities | <input type="checkbox"/> Other (Describe)    |
- \_\_\_\_\_
- \_\_\_\_\_

3. Does Applicant regularly perform from prepared material or does Applicant use both prepared material and "Off the Cuff" elements and remarks?

\_\_\_\_\_

4. Material for Applicant's performances is prepared by:

- Professional writers and composers
- Applicant
- Others (explain): \_\_\_\_\_

5. At the present time, does Applicant obtain Indemnities from those preparing his or her material?

- Yes  No

6. State briefly Applicant's clearance procedures. (Those designed to reduce the potential for claims of the type to be insured against herein.)

\_\_\_\_\_

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

7. (a) If Applicant is a musical performer, does the Applicant compose his/her own music?  Yes  No

If "yes", explain: \_\_\_\_\_

(b) Does the Applicant engage in the business of music publishing or own any compositions?

Yes  No

If "yes", explain and attach a list of compositions listed in the Applicant's music publishing catalog:

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

8. Does Applicant utilize any photographs, artwork, film clips, video products, trademarks, computer graphics, computer generated art or other images or any other third party work as any part of his or her performance or as a background, set dressing or a visual aid?

Yes  No

If "yes", answer the questions below:

(a) Please describe the work used: \_\_\_\_\_

\_\_\_\_\_

(b) Does the Applicant clear the following rights?

Copyright Holder  Yes  No

Author/Writer  Yes  No

Persons appearing or depicted in the work  Yes  No

Business depicted in the work  Yes  No

Owners of any products, including trademarks, depicted in the work or used as part of the performance  Yes  No

Music owners  Yes  No

If the answer to any of the above is "no", please explain: \_\_\_\_\_

\_\_\_\_\_

9. State Applicant's actual and estimated total annual gross receipts from all sources:

Next Year \_\_\_\_\_

Current Year \_\_\_\_\_

First Previous Year (20\_\_\_\_) \_\_\_\_\_

Second Previous Year (20\_\_\_\_) \_\_\_\_\_

10. Attach standard forms of Performers Agreements used by Applicant.

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE ST – SOUNDTRACK MEDIA PERILS INSURANCE

---

**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedules for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

1. Will a soundtrack, CD or audio cassette be produced and distributed separate from the Declared Production Activity?

Yes  No

If "yes", please list:

Producer: \_\_\_\_\_

Distributor: \_\_\_\_\_

Territory of Distribution: \_\_\_\_\_

2. Will the soundtrack contain any material not contained in the Declared Production Activity?

Yes  No

If "yes", please provide a list of all material to be contained on the soundtrack, which includes the following information: composition, recording artist, composer, publisher, performing rights society, style of music, new release or previous release, original release date. Please attach a list if necessary.

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

3. If the Applicant will not produce and distribute the soundtrack, is the Applicant indemnified for claims arising out of material contributed to the soundtrack by the producer, distributor or any third party providing material to the soundtrack to be distributed?

Yes  No

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

\_\_\_\_\_

4. Please provide the following:

(a) Anticipated Gross Proceeds \_\_\_\_\_

(b) Anticipated Profit to Applicant \_\_\_\_\_

(c) Number of Units expected to be sold. \_\_\_\_\_

5. Have the following musical rights been cleared:

(d) Recording and synchronization?  Yes  No

(e) Performing rights?  Yes  No

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

(f) Right to distribute for all forms of distribution contemplated (home video, etc.)?  Yes  No

If the response to any of the above is "no", please explain: \_\_\_\_\_

6. Does the soundtrack include any literary or musical works that were first published or registered for copyright prior to January 1, 1978?  Yes  No

If "no", disregard the rest of this question.

If "yes", please provide the following information:

(a) The title, writer's name, and year of first publication (or registration) for each such pre-1978 work:

Title	Writer's Name	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Did Applicant clear each of the works identified above to be certain that the soundtrack will not infringe (now or in the future) the *renewal* copyrights to those works in light of the decision of the United States Supreme Court in *Stewart v. Abend*, 110 S.Ct.1750 (1990) (commonly referred to as the "Rear Window" case)?

Yes  No

If "yes", please describe the clearance procedures used to be certain that the soundtrack will not infringe (now or in the future) the *renewal* copyrights to those pre-1978 works.

If "no", please explain why not.

(Attach additional sheets for the response, if necessary.) \_\_\_\_\_

7. If original music has been commissioned, has a "Hold Harmless" been obtained from the composer?

Yes  No

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

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

## SCHEDULE W – WEBSITE CONTENT MEDIA PERILS INSURANCE

**The General Application must be completed before completing this Schedule. The Applicant must complete separate Schedule(s) for each class of business for which coverage is requested.**

Applicant's Name \_\_\_\_\_

### INFORMATION ABOUT THE SITE(S) AND COVERAGE DESIRED

1. State Applicant's actual and estimated total annual gross receipts from all sources:

Next Year \_\_\_\_\_

Current Year \_\_\_\_\_

First Previous Year (20\_\_\_\_) \_\_\_\_\_

Second Previous Year (20\_\_\_\_) \_\_\_\_\_

2. Internet Activities:

a. Please identify the Internet site(s) for which coverage is sought (including the URL), the date each site first went online, and the average number of page views per month:

Internet Site (Including URL)	Date Online	Average Page Views per Month

**IMPORTANT:** If any of the above sites are not yet online, please attach a complete description of the proposed site(s).

b. Is coverage desired for outgoing email originating from the Applicant or the Applicant's employees?  
 Yes  No

If "yes", please identify the domain name from which all such email originates:

\_\_\_\_\_

c. Is coverage desired for any other publications or communications not identified above?  
 Yes  No

If "yes", please describe such publications and whether they contain content that is different from, or in addition to the content of the website identified above:

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

**CONTENT OF SITE**

3. Do any of the Internet sites identified in question 1.a. above contain any of the following content, transact business in any of the following areas, or sell/make available any of the following products/ services:

- a. Pornographic material or other material of a sexual nature catering exclusively to mature audiences?  Yes  No
- b. Information relating to treatment or care of medical conditions or use of health care products or medical devices?  Yes  No
- c. Financial services, including banking, insurance, or investment services?  Yes  No
- d. Gambling, lotteries or other games of chance?  Yes  No
- e. Professional services, such as legal services, accounting services, medical services or other services which must be provided by licensed professionals?  Yes  No
- f. Music, videos or software available to be downloaded by users?  Yes  No
- g. Guns, weapons, or other products or content of a violent nature?  Yes  No
- h. Drugs, pharmaceutical products or medical devices?  Yes  No

4. On any of the websites identified in question 1.a., does the Applicant collect personal information, such as names or addresses, regarding visitors to the site?  Yes  No  
If "yes", is any of this personal information sold or otherwise disclosed to third parties?  Yes  No  
If "yes" to either of the foregoing questions, are these activities disclosed in a prominent manner to visitors of the site?  Yes  No

5. Is electronic commerce conducted on any of the websites identified in 1.a. above?  Yes  No  
If "yes", are these transactions administered by the Applicant, or are they administered by an independent contractor?

\_\_\_\_\_  
Name of Independent Contractor (if applicable): \_\_\_\_\_

6. When the Applicant provides links to other sites, is the link to the first page of those other sites, or is the link to internal pages?  
 First page only  Occasionally links to internal pages  
If Applicant occasionally links to internal pages, is it ever done without the permission of the third party that operates the site?  
 Yes  No

7. What percentage of the content on the Applicant's Internet site(s) is obtained from third parties? \_\_\_\_%

8. What percentage of the monthly page views on the Applicant's site(s) originate from outside the United States? \_\_%

9. Describe the security measures used on the Applicant's Internet site(s): \_\_\_\_\_  
\_\_\_\_\_

**INFORMATION ABOUT CLEARANCE**

10. Do any of the Internet sites identified in question 1.a. above include any literary or musical works that were first published or registered for copyright prior to January 1, 1978?  Yes  No

If "no", disregard the rest of this question.

If "yes", please provide the following information:

a. The title, writer's name, and year of first publication (or registration) for each such pre-1978 work.

Title	Writer's Name	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Did Applicant clear each of the works identified above to be certain that the site(s) will not infringe (now or in the future) the *renewal* copyrights to those works in light of the decision of the United States Supreme Court in *Stewart v. Abend*, 110 S.Ct.1750 (1990) (commonly referred to as the "Rear Window" case)?

Yes  No

If "yes", please describe the clearance procedures used to be certain that the Applicant's site(s) will not infringe (now or in the future) the *renewal* copyrights to those pre-1978 works.

If "no", please explain why not.

(Attach additional sheets for the response, if necessary.) \_\_\_\_\_

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

11. Is the name or likeness of any living person used on the site(s)?  Yes  No

If "yes", have clearances been obtained?

Yes  No

If no clearance has been obtained, explain why not.

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

12. Is there a plausible risk that a living person could claim (without regard to the merits) to be identifiable on the site(s) (whether or not the person's name or likeness is used or the production purports to be fictional)?

Yes  No

If "yes", have clearances been obtained?  Yes  No

If no clearances have been obtained, explain why not: \_\_\_\_\_

\_\_\_\_\_

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

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13. Is the name or likeness of any deceased person used on the site(s)?  Yes  No

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

Yes  No

If no clearances have been obtained, explain why not: \_\_\_\_\_

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14. Will any film clips be used on the site(s)?  Yes  No

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

From copyright owners?  Yes  No

From writers and others?  Yes  No

From performers or persons appearing in clip?  Yes  No

From music owners?  Yes  No

If any of the answers above is "no", please explain: \_\_\_\_\_

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15. Are any photographs used on the site(s)?  Yes  No

If "yes", have licenses and consents been obtained as follows:

From individuals or business depicted?  Yes  No

From copyright holders?  Yes  No

If any of the answers above is "no", please explain: \_\_\_\_\_

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16. Have the following musical rights been cleared:

(g) Recording and synchronization?  Yes  No

(h) Performing rights?  Yes  No

(i) Right to distribute for all forms of distribution contemplated?  Yes  No

**MEDIA PERILS LIABILITY INSURANCE APPLICATION**

If the response to any of the above is "no", please explain: \_\_\_\_\_

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

17. If original music has been commissioned, has a "Hold Harmless" been obtained from the composer?

Yes  No

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

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

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS - AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **MEDIA PERILS LIABILITY COVERAGE PART**

Section **VI. EXTENDED REPORTING PERIOD**, Is amended and replaced as follows:

- A. A Supplemental Extended Reporting Period is available by endorsement and for an additional premium if this Policy is cancelled or not renewed for any reason.
- B. In order to obtain a Supplemental Extended Reporting Period, the **Insured** must within sixty (60) days after the end of the **Policy Term** submit written request for the Extended Reporting Period Endorsement.
- C. The Supplemental Extended Reporting Period does not extend the **Policy Term** or change the scope of coverage provided. It applies only to **Claims** to which the following applies:
  - 1. The **Claim** is first made during the Extended Reporting Period; and
  - 2. The **Claim** arose out of a **Wrongful Act** which occurred on or before the end of the **Policy Term and subject to the Pending and Prior Date as shown in Item 5 of the Declarations.**
- D. There is no separate or additional Limits of Liability for the Supplemental Extended Reporting Period. The Limits of Liability available during the Supplemental Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limits of Liability available at the time this Policy was cancelled or non-renewed or expired.
- E. Once in effect, the Supplemental Extended Reporting Period may not be cancelled. The premium for the Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.
- F. An automatic Extended Reporting Period of sixty (60) days without additional cost applies to the policy. The Supplemental Extended Reporting Period if such option is selected, will commence following the automatic sixty (60) days Extended Reporting Period.

**Coverage for the Supplemental Extended Reporting Period will not commence until all premiums have been received by the Company for the Supplemental Extended Reporting Period.**

Section **VII. GENERAL CONDITIONS**, Paragraph **A – Cancellation**, sub-paragraph 1 is amended to:

- 1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing to us written notice of cancellation by certified or registered mail at least sixty (60) days before the effective date of cancellation. Notice may also be physically delivered to us.

Section **VII. GENERAL CONDITIONS**, Paragraph **J – Action Against the Company**, is amended to:

No person or organization has a right under this policy:

2. To join us as a party or otherwise bring us into a **Suit**; or
3. To sue us under this policy unless all of its terms have been fully complied with.

You have no right to sue us in any court of law or equity asserting an improper act or omission by us under this policy unless the action is filed within sixty (60) months after you become aware of the alleged act or omission (or within any later time required by applicable State law).

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** or **Additional Insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limits of Liability. An agreed settlement means a settlement and release of liability signed by us, the **Insured** or **Additional Insured** and the claimant or the claimant's legal representative.

SERFF Tracking Number: PERR-125561671 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: OBIC-PL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125561671 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: OBIC-PL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/02/2008

**Comments:**

**Attachments:**

2007 NAIC PCTD-F.pdf  
2007 NAIC FFS +.pdf

**Satisfied -Name:** Memo and Letter of Authorization **Review Status:** Approved 04/02/2008

**Comments:**

**Attachments:**

Filing Memorandum F 2008 \_Professional.pdf  
OneBeacon authorization letter 2008.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>     	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 50%;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
White Mountain Insurance Group	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Employer's Fire Insurance Company	MA	20648	04-1288420	

<b>5. Company Tracking Number</b>	<b>OBIC-PL-ELS-AR-08-01-F</b>
-----------------------------------	-------------------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Neresa Torres 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888-201-5123 x 111	310-230-8529	doi@perrknight.com
<b>7.</b>	Signature of authorized filer		<i>Neresa Torres</i>		
<b>8.</b>	Please print name of authorized filer		Neresa Torres		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0000 Other Liability-Occ/Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0019 Professional Errors and Omissions Liability
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	N/A
<b>12. Company Program Title</b> (Marketing title)	Entertainment, Leisure and Sports Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: April 19, 2008                      Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	March 20, 2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	<b>OBIC-PL-ELS-AR-08-01-F</b>
--	-------------------------------

<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. Please see the enclosed memorandum and supporting material for more detailed information.

The Company respectfully requests that the proposed forms be implemented for all policies effective April 19, 2008 or upon earliest possible date of acknowledgment or approval.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
---

**Check #:** 102045  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>OBIC-PL-ELS-AR-08-01-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>OBIC-PL-ELS-AR-08-01-R</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Trade Mark, Personal Information & Business Name Exclusion	EO 3310 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Trade Mark, Personal Information & Business Name Exclusion (Modified)	EO 3311 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Media Perils Insurance Policy	EO 200 (2-08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Declared Production Activity & Rating Schedule – New Production	EO 3010 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Dice Producer Declared Production Activity – Approval & Rating Schedule	EO 3020 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Exclusion of Existing Library Stock	EO 3100 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Exclusion of Existing Library Stock - Modified	EO 3101 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Copyright Exclusion	EO 3110 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Copyright Exclusion - Modified	EO 3111 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Special Exclusion Designated Person(s) or Entity(ies)	EO 3120 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Special Exclusion Designated Person(s) or Entity(ies) – Modified	EO 3121 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Sound Design Exclusion	EO 3130 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>OBIC-PL-ELS-AR-08-01-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>OBIC-PL-ELS-AR-08-01-R</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
13	Sound Design Exclusion - Modified	EO 3131 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	Research & Development Coverage	EO 3210 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Research & Development Coverage - Modified	EO 3211 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Acquired Production (Media Distributors)	EO 3220 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Defense Costs Payable in Addition to the Limits of Liability	EO 3230 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Merchandising Coverage	EO 3240 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Merchandising Coverage - Modified	EO 3241 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Annual Aggregate Limit of Liability Amendment	EO 3250 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Extended Reporting Period Endorsement	EO 3290 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Additional Persons or Organization Insured	EO 3400 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Additional Entities Insured	EO 3420 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Additional Entities Insured – Modified	EO 3421 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Special Deductible	EO 3500 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

### FORM FILING SCHEDULE *(Continued)*

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-PL-ELS-AR-08-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>OBIC-PL-ELS-AR-08-01-R</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
26	Special Deductible - Modified	EO 3501 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
27	Declaration Amendments	EO 3510 (1-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	General Application – Media Peril Insurance	MPAPP (2-08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Arkansas Amendatory Endorsement	EO 3521(06-07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

# **Filing Memorandum**

## **Entertainment, Leisure and Sports Program**

### **Professional Line of Business**

The Entertainment, Leisure and Sports Program is a new program to OneBeacon Insurance Group. The underwriting, forms, rates and rules are tailored to the Entertainment Business.

The filed Manual comprises a simple method for developing a premium that is rate level adequate, non-excessive and non-discriminatory. The rates/rules are drawn from that of competitors. We forecast similar expense loads and have similar profitability assumptions and therefore follow their rates very closely. The independent forms and endorsements we are filing are designed to meet the specialized coverage needs of the entertainment business.

Policies underwritten within this program will be subject to the rates and rules in the filed Program Rate Manual. Our rates and underwriting considerations offer an admitted market at costs more reasonable than would be incurred by the policyholder if the only alternative was to secure coverage in the surplus lines marketplace.



February 13, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of the following companies, members of the OneBeacon Insurance Group:

OneBeacon Insurance Company	NAIC Number 1129-21970; FEIN 23-1502700
OneBeacon America Insurance Company	NAIC Number 1129-20621; FEIN 04-2475442
OneBeacon Midwest Insurance Company	NAIC Number 1129-42650; FEIN 04-3131487
Employers' Fire Insurance Company	NAIC Number 1129-20648; FEIN 04-1288420
Camden Fire Insurance Association	NAIC Number 1129-21946; FEIN 21-0418860
Atlantic Specialty Insurance Company	NAIC Number 1129-27154; FEIN 13-3362309
York Insurance Company	NAIC Number 1129-31267; FEIN 01-0286287

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department  
Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339 x120  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in black ink that reads "Cheryl R. Turner". The signature is written in a cursive style and is positioned to the left of a vertical line.

Cheryl Turner  
AVP  
Phone: (781) 332-7202  
e-mail: CTurner@onebeacon.com

SERFF Tracking Number: PERR-125561671 State: Arkansas  
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #? \$?  
 Company Tracking Number: OBIC-PL-ELS-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Entertainment, Leisure and Sports  
 Project Name/Number: OBIC-PL-ELS-AR-08-01-F/OBIC-PL-ELS-AR-08-01-F

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Amendatory Endorsement	03/20/2008	ARKANSAS EO 3521 0607 Amendatory.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS - AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **MEDIA PERILS LIABILITY COVERAGE PART**

Section **VI. EXTENDED REPORTING PERIOD**, Is amended and replaced as follows:

- A. An Extended Reporting Period is available by endorsement and for an additional premium if this Policy is cancelled or not renewed for any reason.
- B. In order to obtain an Extended Reporting Period, the **Insured** must within sixty (60) days after the end of the **Policy Term** submit written request for the Extended Reporting Period Endorsement.
- C. The Extended Reporting Period does not extend the **Policy Term** or change the scope of coverage provided. It applies only to **Claims** to which the following applies:
  - 1. The **Claim** is first made during the Extended Reporting Period; and
  - 2. The **Claim** arose out of a **Wrongful Act** which occurred on or before the end of the **Policy Term and subject to the Pending and Prior Date as shown in Item 5 of the Declarations**.
- D. There is no separate or additional Limits of Liability for the Extended Reporting Period. The Limits of Liability available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limits of Liability available at the time this Policy was cancelled or non-renewed or expired.
- E. Once in effect, the Extended Reporting Period may not be cancelled. The premium for the Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

**Coverage for the extended reporting period will not commence until all premiums have been received by the Company.**

Section **VII. GENERAL CONDITIONS**, Paragraph **A – Cancellation**, sub-paragraph 1 is amended to:

- 1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing to us written notice of cancellation by certified or registered mail at least sixty (60) days before the effective date of cancellation. Notice may also be physically delivered to us.

Section **VII. GENERAL CONDITIONS**, Paragraph **J – Action Against the Company**, is amended to:

No person or organization has a right under this policy:

- 2. To join us as a party or otherwise bring us into a **Suit**; or
- 3. To sue us under this policy unless all of its terms have been fully complied with.

You have no right to sue us in any court of law or equity asserting an improper act or omission by us under this policy unless the action is filed within sixty (60) months after you become aware of the alleged act or omission (or within any later time required by applicable State law).

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** or **Additional Insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limits of Liability. An agreed settlement means a settlement and release of liability signed by us, the **Insured** or **Additional Insured** and the claimant or the claimant's legal representative.