

SERFF Tracking Number: CHUB-125597401 State: Arkansas
Filing Company: Federal Insurance Company State Tracking Number: #370392 \$150
Company Tracking Number: EO AR0040010F01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability
Product Name: MediaGuard by Chubb
Project Name/Number: /400

Filing at a Glance

Company: Federal Insurance Company
Product Name: MediaGuard by Chubb
TOI: 17.2 Other Liability - Occurrence Only
Sub-TOI: 17.2019 Professional Errors & Omissions Liability
Filing Type: Form

SERFF Tr Num: CHUB-125597401 State: Arkansas
SERFF Status: Closed State Tr Num: #370392 \$150
Co Tr Num: EO AR0040010F01 State Status: Fees verified and received
Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 05/27/2008
Authors: Donna Daigle, Lois Schroeder, Desirae Bartlett
Date Submitted: 05/14/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: 400 Domicile Status Comments:
Reference Organization: na Reference Number: na
Reference Title: na Advisory Org. Circular: na
Filing Status Changed: 05/27/2008
State Status Changed: 05/27/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

In accordance with the laws of the state of Arkansas, we are making this filing for our policy, MEDIAGUARDSM by Chubb.

MEDIAGUARDSM by Chubb is designed to meet the professional liability needs of insureds with varying media exposures. This product protects our clients from claims arising out of the gathering and dissemination of information.

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Various types of insureds include Advertisers, Advertising Agencies, Authors, Publishers, Broadcasters, Music, Video/Film Producers, Distributors and Multimedia risks. Please note that the MEDIAGUARDSM by Chubb is an occurrence policy, as noted in our "type of insurance" code, however, we have submitted two optional endorsements that can convert the policy to a claims made policy.

Our corresponding rate filing is being submitted under EO AR0040010R01.

Company and Contact

Filing Contact Information

Donna Daigle, State Filing Analyst ddaigle@chubb.com
 82 Hopmeadow Street (800) 464-7965 [Phone]
 Simsbury, CT 06070-7683 (860) 408-2047[FAX]

Filing Company Information

Federal Insurance Company CoCode: 20281 State of Domicile: Indiana
 202 Hall's Mill Road Group Code: 38 Company Type:
 P.O. Box 1650
 Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:
 (908) 572-4726 ext. [Phone] FEIN Number: 13-1963496

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Please note that the checks were mistakenly ordered with the form filing fee and the rate filing fee on one check. It should be broken down to be \$50 for forms and \$100 for rates. Please accept our apology for this confusion.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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Federal Insurance Company \$0.00 05/14/2008

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Liability

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00370392	\$150.00	04/28/2008

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State: Arkansas

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/27/2008	05/27/2008

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Disposition

Disposition Date: 05/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approved contingent upon compliance with AID Order 94-93, which requires minimum limits of \$500,000 to be exempt from defense outside limits and a signed consent form acknowledging reduction of limits in payment of defense.

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	Filing memo	Approved	Yes
Form	MediaGuard by Chubb Declarations	Approved	Yes
Form	MediaGuard by Chubb Policy	Approved	Yes
Form	MediaGuard by Chubb New Business Application - Cyberlite for Media	Approved	Yes
Form	MediaGuard by Chubb New Business Application - Internet Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb New Business Application - Media Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb New Business Application - Media Liability Coverage for Authors	Approved	Yes
Form	MediaGuard by Chubb New Business Application - Producers Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Renewal Application - Cyberlite for Media	Approved	Yes
Form	MediaGuard by Chubb Renewal Application - Distributor Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Renewal Application - Internet Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Renewal Application - Media Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Renewal Application - Music Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Supplemental Application - Distributor Liability Coverage	Approved	Yes
Form	MediaGuard by Chubb Supplemental Application - Music Liability Coverage	Approved	Yes
Form	Professional Services Coverage Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Additional Covered Media Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes

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Form	Claims Made Endorsement	Approved	Yes
Form	Cyberlite Endorsement	Approved	Yes
Form	Delete Defense Coverage Endorsement	Approved	Yes
Form	Development Coverage Endorsement	Approved	Yes
Form	Distributors Additional Insured Endorsement	Approved	Yes
Form	Duty to Defent Endorsement	Approved	Yes
Form	Duty to Defend Covered Subpoena Endorsement	Approved	Yes
Form	Duty to Defend and Defense Costs Outside the Limits Endorsement	Approved	Yes
Form	Merchandising Endorsement	Approved	Yes
Form	Prior Acts Endorsement	Approved	Yes
Form	Prior Acts Subpoena Defense Costs Endorsement	Approved	Yes
Form	Producers Additional Insured Endorsement	Approved	Yes
Form	Rights Period Endorsement	Approved	Yes
Form	Separate Retention Endorsement	Approved	Yes
Form	Separate Retention for BI/PD Endorsement	Approved	Yes
Form	Specific Rate of Pre-Approved Counsel Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Defense Within Limits Consent Form - Arkansas Applicants Only	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	MediaGuard by Chubb Declarations	14-02-14078D	04-2008	Declaration New s/Schedule		0.00	14-02-14078D.pdf
Approved	MediaGuard by Chubb Policy	14-02-14078	04-2008	Policy/CoveNew rage Form		0.00	14-02-14078.pdf
Approved	MediaGuard by Chubb New Business Application - Cyberlite for Media	14-03-0886	04-2008	Application/ New Binder/Enrollment		0.00	14-03-0886.pdf
Approved	MediaGuard by Chubb New Business Application - Internet Liability Coverage	14-03-0887	04-2008	Application/ New Binder/Enrollment		0.00	14-03-0887.pdf
Approved	MediaGuard by Chubb New Business Application - Media Liability Coverage	14-03-0888	04-2008	Application/ New Binder/Enrollment		0.00	14-03-0888.pdf
Approved	MediaGuard by Chubb New Business Application - Media Liability Coverage for Authors	14-03-0889	04-2008	Application/ New Binder/Enrollment		0.00	14-03-0889.pdf
Approved	MediaGuard by Chubb New	14-03-0890	04-2008	Application/ New Binder/Enrollment		0.00	14-03-0890.pdf

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	Business Application - Producers Liability Coverage			Ilment		
Approved	MediaGuard by Chubb Renewal Application - Cyberlite for Media	14-03-0891	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0891.pdf
Approved	MediaGuard by Chubb Renewal Application - Distributor Liability Coverage	14-03-0892	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0892.pdf
Approved	MediaGuard by Chubb Renewal Application - Internet Liability Coverage	14-03-0893	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0893.pdf
Approved	MediaGuard by Chubb Renewal Application - Media Liability Coverage	14-03-0894	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0894.pdf
Approved	MediaGuard by Chubb Renewal Application - Music Liability Coverage	14-03-0895	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0895.pdf
Approved	MediaGuard by Chubb Supplemental Application - Distributor Liability Coverage	14-03-0896	04-2008	Application/ New Binder/Enro Ilment	0.00	14-03-0896.pdf
Approved	MediaGuard by Chubb	14-03-0897	04-2008	Application/ New Binder/Enro	0.00	14-03-0897.pdf

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	Supplemental Application - Music Liability Coverage		Ilment			
Approved	Professional Services Coverage Endorsement	14-02-13370	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13370.pdf
Approved	Additional Insured Endorsement	14-02-13371	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13371.pdf
Approved	Additional Covered Media Endorsement	14-02-13372	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13372.pdf
Approved	Additional Insured Endorsement	14-02-13373	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13373.pdf
Approved	Claims Made Endorsement	14-02-13374AR	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13374AR.pdf
Approved	Cyberlite Endorsement	14-02-13375AR	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13375AR.pdf
Approved	Delete Defense Coverage Endorsement	14-02-13376	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13376.pdf
Approved	Development Coverage Endorsement	14-02-13377	04-2008	Endorsement/Amendment/Conditions	0.00	14-02-13377.pdf
Approved	Distributors	14-02-	04-2008	Endorsement New	0.00	14-02-

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	Additional Insured Endorsement	13378		nt/Amendm ent/Condi ti ons			13378.pdf
Approved	Duty to Defent Endorsement	14-02-13379	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13379.pdf
Approved	Duty to Defend Covered Subpoena Endorsement	14-02-13380	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13380.pdf
Approved	Duty to Defend and Defense Costs Outside the Limits Endorsement	14-02-13381	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13381.pdf
Approved	Merchandising Endorsement	14-02-13382	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13382.pdf
Approved	Prior Acts Endorsement	14-02-13383	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13383.pdf
Approved	Prior Acts Subpoena Defense Costs Endorsement	14-02-13384	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13384.pdf
Approved	Producers Additional Insured Endorsement	14-02-13385	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13385.pdf
Approved	Rights Period Endorsement	14-02-13386	04-2008	Endorseme New nt/Amendm ent/Condi ti ons	0.00		14-02-13386.pdf
Approved	Separate	14-02-	04-2008	Endorseme New	0.00		14-02-

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	Retention Endorsement	13387		nt/Amendm ent/Condi ons		13387.pdf
Approved	Separate Retention for BI/PD Endorsement	14-02- 13388	04-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	14-02- 13388.pdf
Approved	Specific Rate of Pre-Approved Counsel Endorsement	14-02- 13389	04-2008	Endorseme New nt/Amendm ent/Condi ons	0.00	14-02- 13389.pdf
Approved	Arkansas Amendatory Endorsement	14-02- 14158	04-2008	Endorseme New nt/Amendm ent/Condi ons		14-02- 14158.pdf
Approved	Defense Within Limits Consent Form - Arkansas Applicants Only	14-02- 14159	04-2008	Endorseme New nt/Amendm ent/Condi ons		14-02- 14159.pdf



DECLARATIONS

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Capital Center, 251 North Illinois, Suite 1100
Indianapolis, IN 46204-1927

Policy Number: [Formatted Policy Number]

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.

ITEM 1 **Parent Organization** – Name and Address

[Name]
[Address1]
[Address2]
[Address3]

ITEM 2 **Policy Period**

(A) Inception Date [Inception Date]

(B) Expiration Date [Expiration Date]

At 12:01 A.M. standard time at the Address in ITEM 1

ITEM 3 Aggregate Limit of Liability Each **Policy Period**

[\$Aggregate Limit of Liability]

ITEM 4 Limits of Liability (Inclusive of **Defense Costs**) and Retention Amounts

The selection of "NO" or failure to select either "YES" or "NO" indicates that the respective Coverage is not included in the policy.

	Insuring Clause	Coverage Requested	Each Claim or Related Claim Limit of Liability	Retention Amount
(A)	Newsmedia and Multimedia Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	[\$Limit of Liability1]	[\$Retention1]
(B)	Covered Subpoena Coverage (News Organizations Only)	<input type="checkbox"/> YES <input type="checkbox"/> NO	[\$Limit of Liability2] each Covered Subpoena	[\$Retention2]
(C)	Producers Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	[\$Limit of Liability3]	[\$Retention3]
(D)	Internet Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	[\$Limit of Liability4]	[\$Retention4]

ITEM 5 **Covered Media**

[Covered Media]



ITEM 6 **Internet Site(s)**

[Schedule of Internet Sites]

ITEM 7 **Production(s)**

[Schedule of Productions]

ITEM 8 **Coinsurance Percentage**

- (A) **Claims** based upon, arising from or in consequence of an **Insured's Media Activities** under Insuring Clause (A) [Figure1 or "Not Applicable"]%
- (B) **Subpoena Defense Costs** on behalf of an **Insured** as a result of any **Covered Subpoena** under Insuring Clause (B) [Figure2 or "Not Applicable"]%
- (C) **Claims** based upon, arising from or in consequence of an **Insured's Production Activities** under Insuring Clause (C) [Figure3 or "Not Applicable"]%
- (D) **Claims** based upon, arising from or in consequence of an **Insured's Internet Activities** under Insuring Clause (D) [Figure4 or "Not Applicable"]%

ITEM 9 **PREMIUM**

[\$Premium]

ITEM 10 The liability of the Company is also subject to the terms of the following endorsements executed simultaneously herewith:

- | | | | | |
|---------|---------|---------|---------|----------|
| [Endt1] | [Endt2] | [Endt3] | [Endt4] | [Endt5] |
| [Endt6] | [Endt7] | [Endt8] | [Endt9] | [Endt10] |

In witness whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY

Secretary

President

04/29/08

Date

Authorized Representative



In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Company and the **Insured** agree as follows:

I. INSURING CLAUSES

(A) NEWSMEDIA AND MULTIMEDIA LIABILITY INSURING CLAUSE

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** arising directly out of the **Insured's Media Activities**, provided that the **Media Activities** giving rise to the **Claim** occurred during the **Policy Period**.

(B) COVERED SUBPOENA INSURING CLAUSE

The Company shall pay **Subpoena Defense Costs** on behalf of an **Insured** on account of any **Covered Subpoena**, provided that the **Media Activities** giving rise to the **Covered Subpoena** occurred during the **Policy Period**.

(C) PRODUCERS LIABILITY INSURING CLAUSE

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** arising directly out of the **Insured's Production Activities**, provided that the **Production Activities** giving rise to the **Claim** occurred during the **Policy Period**.

(D) INTERNET LIABILITY INSURING CLAUSE

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** arising directly out of the **Insured's Internet Activities** provided that the **Internet Activities** giving rise to the **Claim** occurred during the **Policy Period**.

II. DEFINITIONS

Activity(ies) means all **Media Activities**, **Production Activities** and **Internet Activities**.

Application means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

Claim means:

(A) any of the following:

- (1) a written demand or written request for monetary damages or non-monetary relief; or
- (2) a filed or served civil proceeding,

against an **Insured** for an **Activity**, including any appeal therefrom;

(B) a written request to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (A) above; or

(C) a written demand for the retraction of **Matter** published, disseminated or released by an **Insured**.



Covered Media means the publications, programs, broadcast or cable stations or other communications set forth in ITEM 5 of the Declarations which were created or acquired on or prior to the Inception Date set forth in ITEM 2 of the Declarations, including any special editions of, or supplements to such media.

Covered Subpoena means a subpoena seeking documents, testimony, information, or other **Matter** solely in connection with the **Insured's Media Activities** constituting reporting of events or happenings by the **Insured's** news media organization.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits of any **Insured**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds; provided that the Company will have no obligation to procure or provide any bonds. **Defense Costs** also includes reasonable legal fees incurred to prosecute a copyright or trademark declaratory relief action ("declaratory relief fees"), provided that the Company's obligation to pay declaratory relief fees (A) shall commence only after the **Insured's** receipt of a civil proceeding alleging copyright or trademark infringement that is otherwise covered by this Policy; and (B) shall continue so long as such civil proceeding is continuously maintained against the **Insured**.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, provincial or local law or under the provisions of any formal program established by the **Insured Organization**.

First Inception Date means the Inception Date of the first Multimedia, Newsmedia, Internet or Producer's Liability Policy issued to the **Insured Organization** by the Company or a parent, subsidiary or affiliate of the Company that has been continuously renewed by the **Insured Organization**.

Insured means the **Insured Organization** and any **Insured Person**.

Insured Organization means the **Parent Organization** and any **Subsidiary**.

Insured Person means any natural person or entity:

- (A) who was, now is or shall become a director, officer, member of the management committee, partner or foreign equivalent executive position, or employee of an **Insured Organization**, but only while acting within the scope of his or her duties as such;
- (B) that disseminates **Matter** where the **Insured Organization** has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding **Claims** arising out of the dissemination of such **Matter**, provided that coverage is not provided for such natural person or entity for any **Matter** created, modified or furnished by such person or entity; or
- (C) that is an agent or independent contractor of the **Insured Organization**, including but not limited to stringers, freelancers and photographers, but only with respect to **Claims** arising out of **Media Activities** done for or at the direction of the **Insured Organization**, and only if and to the extent that the **Insured Organization**, after evaluating the merits of the **Claim**:
 - (1) has agreed in writing to include such agent or independent contractor as an **Insured** under this Policy; and
 - (2) provides the Company with written notice of such agreement within sixty (60) days of the **Insured** first becoming aware of such **Claim**.

Internet Activities means display or other use of **Matter**, including advertising, on an **Internet Site** which was created on or prior to the Inception Date set forth in ITEM 2 of the Declarations.

Internet Site means any internet site set forth in ITEM 6 of the Declarations.



Liquidated Damages means a sum of money stipulated by the parties to a contract as the amount of damages to be recovered for a breach of such contract.

Loss means the amount which an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, to the extent such damages are insurable under the law most favorable to the insurability of such damages of any jurisdiction which has a substantial relationship to the relevant **Insured**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:

- (A) any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement (other than an agreement by the **Insured Organization** to indemnify an **Insured Person**) or court order;
- (B) taxes, fines or penalties imposed by law, including those imposed by any federal, state, or local governmental body or by ASCAP, SESAC, BMI, or other similar licensing organizations located anywhere in the world (except as provided above with respect to punitive or exemplary damages);
- (C) **Liquidated Damages** or the multiple portion of any multiplied damage award;
- (D) any consideration owed or paid in connection with any **Insured's** goods, products or services, including but not limited to any royalties, restitution, reduction, disgorgement or return of any payment, charges or fees;
- (E) any amount allocated to non-covered loss pursuant to Section XIII. ALLOCATION;
- (F) any costs incurred by the **Insured** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (G) the **Insured's** production costs, lost profits, or the cost of correcting, recalling, reproducing, or reprinting of **Matter** or the costs of any services in connection therewith; or
- (H) matters uninsurable under the law pursuant to which this Policy is construed.

Matter means the content of any communication of any kind whatsoever, regardless of the nature or form of such **Matter** or the medium by which such **Matter** is communicated, including but not limited to language, data, facts, fiction, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.

Media Activities means:

- (A) any actual or alleged act, error or omission arising directly out of the gathering, recording, collection, writing, editing, publication, dissemination, exhibition, broadcast or release of **Matter** in connection with the **Covered Media**, including but not limited to any actual or alleged:
 - (1) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
 - (2) libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
 - (3) outrage, infliction of emotional distress or prima facie tort;
 - (4) false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
 - (5) copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade name, service mark, or service name;



- (6) negligence in connection with the content of **Matter**, including but not limited to any **Claim** alleging harm to a person or entity who acted or failed to act in reliance upon such **Matter**; or
- (B) any actual or alleged act, error or omission arising directly out of the development, creation, production, placement or dissemination of **Matter** consisting of or relating to advertising, publicizing, promotion or sale of the goods or services of the **Insured** or others where such **Matter** is in, or directly relating to, the **Covered Media**.

Media Activities does not include **Production Activities** or **Internet Activities**.

Parent Organization means the entity set forth in ITEM 1 of the Declarations.

Policy Period means the period of time set forth in ITEM 2 of the Declarations, subject to prior termination in accordance with Section XXIII. TERMINATION OF POLICY. If this period is less than or greater than one year, then the limits of liability set forth in ITEM 3 of the Declarations shall be the Company's maximum limit of liability for the entire **Policy Period**.

Pollutants means:

- (A) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials; or
- (B) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products or any noise.

Product means any tangible or intangible property offered for sale or otherwise distributed by or through any **Insured**.

Production(s) means any production set forth in ITEM 7 of the Declarations.

Production Activities means:

- (A) the preparation, production, publication, dissemination, release, broadcast, telecast, exhibition, sale, licensing or distribution of **Productions**;
- (B) the development, creation, production, placement, or dissemination of **Matter** consisting of or relating to advertising, publicizing, promotion or sale of **Productions**; and
- (C) the licensing to any third party of any logo, symbol, trademark or other intellectual property for use in connection with the sale of goods or services directly relating to **Productions**.

Production Activities does not include **Media Activities** or **Internet Activities**.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events. All **Related Claims** shall be treated as a single **Claim**.

Renewal Period means any continuous and unbroken period subsequent to the conclusion of the **Policy Period** during which the coverage under this Policy is renewed with the Company or a parent, subsidiary or affiliate of the Company.



Subpoena Defense Costs means reasonable legal fees and expenses incurred in seeking to quash or modify a **Covered Subpoena** or in opposing any motion to enforce a **Covered Subpoena** on any appropriate ground, including but not limited to grounds of reporter's privilege or shield law or other applicable constitutional, statutory or common-law privilege relating to the protection of newsgathering activities. **Subpoena Defense Costs** do not include any remuneration, salaries, wages, tips, expenses, overhead, or benefits expenses of any **Insured**, except with the prior written consent of the Company.

Subsidiary means:

- (A) any entity, at or prior to the Inception Date set forth in ITEM 2 of the Declarations, in which the **Parent Organization** owns or controls, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the outstanding securities of such entity or the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees;
- (B) any limited liability company, at or prior to the Inception Date set forth in ITEM 2 of the Declarations, in which the **Parent Organization** owns or controls, directly or through one or more **Subsidiaries**, the right to elect, appoint or designate more than fifty percent (50%) of such entity's managers; or
- (C) any corporation, at or prior to the Inception Date set forth in ITEM 2 of the Declarations, in which the **Parent Organization** both (i) owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of such corporation's issued and outstanding voting stock and (ii) solely controls the management and operation of such corporation pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation.

III. EXCLUSIONS

- (A) As respects all **Insured Activities**, the Company shall not be liable for **Loss** on account of any **Claim**:
 - (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Activity** that, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
 - (2) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Activity** underlying or alleged therein;
 - (3) brought by or on behalf of any employee, former employee or prospective employee based on or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation, or workplace torts; provided however, that this Exclusion shall not apply to any **Claim** that involves a dispute over the ownership or exercise of rights in any **Matter** provided by such individual;
 - (4) for bodily injury (except mental anguish and emotional distress), sickness, disease or death of any person or damage to, destruction of or loss of use of any tangible property, whether or not it is damaged or destroyed; provided however, that this Exclusion shall not apply to bodily injury or property damage resulting from a **Claim** of negligent publication as described in subparagraph (A)(6) in the definition of **Media Activities**, except as provided in EXCLUSION (A)(16);
 - (5) based upon, arising from, or in consequence of:
 - (a) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**;



- (b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
- (6) based upon, arising from, or in consequence of any actual or alleged violation of the Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, any state "blue sky" law, any other federal, state or local securities law or any amendment thereto or any rule or regulation promulgated thereunder, or any other provision of statutory or common law that regulates or imposes liability in connection with the offer to sell or purchase, or the sale or purchase of securities;
- (7) based upon, arising from, or in consequence of any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;
- (8) based upon, arising from, or in consequence of any actual or alleged price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or any amendment to or any rule or regulation promulgated under or in connection with any such statute; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
- (9) based upon, arising from or in consequence of any actual or alleged:
 - (a) unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus;
 - (b) delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any **Claim** for lost profits or opportunities as a result of such delay, disruption or failure; or
 - (c) unauthorized collection, use or dissemination of internet user information;
- (10) for any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, provided however, that this Exclusion shall not apply to:
 - (a) any **Claim** for liability which the **Insured** would have incurred in the absence of such contract, agreement, warranty or guarantee;
 - (b) any **Claim** alleging breach of a written, oral or implied-in-fact indemnification or hold harmless agreement, as described in paragraph (B) of the definition of **Insured Person**;
 - (c) any alleged agreement between the **Insured** and the source of any **Matter** supplied to the **Insured** regarding:
 - (i) the confidentiality to be afforded to such source or such **Matter**; or
 - (ii) the ownership or exercise of rights in any **Matter** provided by such individual or entity;
 - (d) any alleged failure to attribute authorship or provide credit under any agreement to which the **Insured** is a party; or
 - (e) any alleged misappropriation of ideas under implied contract;



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- (11) based upon, arising from or in consequence of the committing in fact of any deliberately criminal, fraudulent or dishonest act or omission or any willful violation of any statute or regulation by, on behalf of, or with the consent of any **Insured**, as evidenced by:
- (a) any written statement or written document by any **Insured**; or
 - (b) any judgment, award, order, decree or ruling or equivalent determination in any judicial, administrative or alternative dispute resolution proceeding;
- provided however, that this Exclusion shall not apply to news reporting of events or happenings if the **Insured Organization**, through its in-house or outside legal counsel, approves such conduct in advance based on a good faith belief that such conduct is protected by the First Amendment to the United States Constitution or equivalent law of another jurisdiction;
- (12) based upon, arising from, or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled;
- (13) based upon, arising from or in consequence of any actual or alleged violation of:
- (a) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof;
 - (b) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or
 - (c) any other law, ordinance, regulation or statute in any jurisdiction relating to any unsolicited communication, distribution, publication, sending or transmitting of **Matter** via telephone, telephone facsimile machine, computer or other telephonic or electronic devices;
- (14) based upon, arising from or in consequence of any actual or alleged act or omission in connection with any contest, lottery, promotional game or game of chance, including but not limited to the printing of tickets or coupons for any of the foregoing, or the over-redemption of tickets, coupons or prizes for any of the foregoing; provided, however, that this Exclusion shall not apply to the extent that a **Claim** alleges:
- (a) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
 - (b) libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
 - (c) false arrest, detention or imprisonment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
 - (d) copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade name, service mark, or service name;
- (15) based upon, arising from or in consequence of any professional or consulting services which do not fall within the definition of **Media Activities**;
- (16) based upon, arising from or in consequence of any actual or alleged breach of express warranties or guarantees, breach of fiduciary relationships, malfunction or failure with respect to advertised products or services, including but not limited to any actual or alleged bodily injury or property damage resulting therefrom, regardless of whether such bodily injury or property damage arises from a **Claim** of negligent publication as described in subparagraph (A)(6) in the definition of **Media Activities**;



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- (17) based upon, arising from or in consequence of any proceeding against the **Insured** brought by the Federal Trade Commission or any other federal, state or local regulatory agency or other administrative body alleging the violation of any federal, state or local laws or regulations;
- (18) based upon, arising from or in consequence of the licensing to any third party of any logo, symbol, trademark or other intellectual property for use in connection with the sale of goods or services directly relating to the **Covered Media**; provided however that this Exclusion shall not apply to **Production Activities**; or
- (19) based upon, arising from or in consequence of any actual or alleged intentional or willful false advertising, or any actual or alleged unfair or deceptive trade practices, with respect to the advertising or sale of the **Insured's** own goods, publications or services.
- (B) Solely with respect to **Internet Activities**, the Company shall not be liable for **Loss** on account of any **Claim**:
- (1) based upon, arising from or in consequence of any actual or alleged (a) wrong description of the price or authenticity of any **Product**; (b) failure of any **Product** to conform with advertised quality or performance, or otherwise to satisfy any standard of quality or performance; or (c) sale or offer for sale of any **Product** that actually or allegedly infringes upon the name, design, logo, symbol or trademark of another product;
- (2) based upon, arising from or in consequence of any actual or alleged infringement, contribution to infringement, inducement of infringement, or other act, error or omission by any **Insured** in connection with the development, design, analysis, implementation, creation, facilitation, display, transmission or dissemination of any: (a) software or its source content or material; (b) computer code or its source content or material; or (c) method or process designed to control or facilitate any operation or other use of a computer or automated system.
- (C) Severability of Exclusions
- With respect to EXCLUSION (A)(11) and (A)(12) of this Policy:
- (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine if coverage is available; and
- (2) only facts pertaining to and knowledge possessed by any past, present or future chief financial officer, in-house general counsel, risk manager, president, chief executive officer or chairperson of an **Insured Organization** shall be imputed to such **Insured Organization** to determine if coverage is available.

IV. OTHER INSURANCE

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess (except insurance specifically in excess of this Policy), contingent or otherwise. This Policy will not be subject to the terms of any other insurance.

V. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Coverage shall extend to **Claims** for the **Activities** of an **Insured Person** made against:

- (A) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged act, error or omission of such **Insured Person**; and



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- (B) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt.

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic Partner**, estate, heirs, legal representatives or assigns. The coverage provided by this Section V., shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

VI. TERRITORY

Coverage shall extend anywhere in the world.

VII. LIMIT OF LIABILITY

- (A) The Company's maximum liability for all **Loss** from each **Claim** or **Related Claim** shall not exceed the each **Claim** or **Related Claim** Limit of Liability set forth in ITEM 4 of the Declarations, which amount shall be part of and not in addition to the amount set forth in ITEM 3 of the Declarations. In the event a **Claim** or **Related Claim** is covered by more than one Insuring Clause in ITEM 4 of the Declarations, the each **Claim** or **Related Claim** Limit of Liability available for **Loss** arising out of such **Claim** or **Related Claim** shall not exceed the largest of such each **Claim** or **Related Claim** Limit of Liability of all the applicable Insuring Clauses.
- (B) The Company's maximum liability for all **Subpoena Defense Costs** resulting from all **Covered Subpoenas** shall not exceed the **Covered Subpoena** Limit of Liability set forth in ITEM 4 of the Declarations, which amount shall be part of and not in addition to the amount set forth in ITEM 3 of the Declarations.
- (C) The Company's maximum aggregate liability for all **Loss** from all **Claims** and all **Subpoena Defense Costs** shall not exceed the aggregate limit of liability set forth in ITEM 3 of the Declarations, regardless of the number of **Claims** or **Covered Subpoenas**.
- (D) **Defense Costs** are part of and not in addition to the Limits of Liability set forth in ITEMS 3 and 4 of the Declarations, and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.
- (E) The Company shall have no obligation to pay **Loss**, including **Defense Costs** and **Subpoena Defense Costs**, or to defend or continue to defend any **Claim** or **Covered Subpoena**, after the Company's applicable Limit of Liability with respect to such **Claim** or **Covered Subpoena** has been exhausted. If the Company's Limit of Liability set forth in ITEM 3 of the Declarations is exhausted prior to the expiration of this Policy, the Policy premium will be deemed fully earned.
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VIII. RETENTIONS AND COINSURANCE

- (A) The Company's liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** which is excess of the applicable Retention Amount set forth in ITEM 4 of the Declarations. In the event a **Claim** is covered by more than one Insuring Clause, then the applicable Retention Amount set forth in ITEM 4 of the Declarations will be applied separately to each part of the **Loss**, and the sum of such Retention Amounts will not exceed the largest applicable Retention Amount set forth in ITEM 4 of the Declarations.



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- (B) The Company's liability under this Policy shall apply only to that part of covered **Subpoena Defense Costs** on account of each **Covered Subpoena** which is excess of the applicable Retention Amount set forth in ITEM 4 of the Declarations.
 - (C) With respect to all **Loss** and all **Subpoena Defense Costs** originating in any one **Policy Period**, the **Insured** shall bear uninsured that percentage of all such **Loss** and **Subpoena Defense Costs** set forth in ITEM 8 of the Declarations, and the Company's liability hereunder shall apply only to the remaining percentage of all such **Loss** and **Subpoena Defense Costs**. In the event a **Claim** is covered by more than one Insuring Clause, then the applicable Coinsurance Percentage set forth in ITEM 8 of the Declarations will be applied separately to each part of the **Loss**, and the sum of such Coinsurance Percentages will not exceed the largest applicable Coinsurance Percentage set forth in ITEM 8 of the Declarations.
 - (D) The Retention Amounts and Coinsurance Percentage shall be depleted only by **Loss** or **Subpoena Defense Costs** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk.
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IX. REPORTING

If a **Claim** is made against an **Insured** or a **Covered Subpoena** is received by an **Insured**, the **Insured** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice thereof as soon as practicable after the **Insured** first becomes aware of such **Claim** or the **Insured** first receives such **Covered Subpoena**. All notices of **Claims** and **Covered Subpoenas** must be sent in writing to the address set forth in Section X., NOTICE.

X. NOTICE

- (A) All notices to the Company under this Policy of **Claims, Activities** or **Covered Subpoenas** shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, CT 06070-7683
 - (B) All other notices to the Company under this Policy shall be given in writing addressed to:

Attn: Underwriting
Chubb Group of Insurance Companies
3 Mountain View Road
Warren, New Jersey 07059
 - (C) Any notice given under Sections X.(A) or X.(B) above shall be effective on the date of receipt by the Company at the address shown.
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XI. DEFENSE OF CLAIMS AND SUBPOENAS

- (A) With respect to each **Claim** or **Covered Subpoena** for which coverage is afforded under this Policy, the **Insured** shall have the option to defend such **Claim** or respond to such **Covered Subpoena** itself or to assign the duty to defend such **Claim** or **Covered Subpoena** to the Company.
- (B) Unless the **Insured** notifies the Company of its election to assign the duty to defend **Claims** or respond to a **Covered Subpoena** to the Company pursuant to paragraph (C) below, it shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** or respond to **Covered Subpoenas** and to retain qualified



counsel of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld.

- (C) The **Insured** may elect to assign the duty to defend any **Claim** or respond to any **Covered Subpoena** to the Company by so notifying the Company in writing. With respect to **Claims**, such notice must be received by the Company within a reasonable time after such **Claim** is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the **Insured**. With respect to **Covered Subpoenas**, such notice must be received by the Company no later than five (5) days prior to the return date set forth in such **Covered Subpoena** or less if its return date is sooner than five (5) days. Upon timely receipt of such notification, the Company shall have the right and duty to defend such **Claim** or respond to such **Covered Subpoena**.
- (D) The Company shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.
- (E) With respect to any **Claim** that appears reasonably likely to be covered in whole or in part under this Policy, the Company shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation and defense of such **Claim**.
- (F) If more than one **Insured** is involved in a **Claim**, the Company shall not pay for the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
- (G) The **Insured** agrees to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

XII. RETRACTION DEMANDS AND SETTLEMENT OF CLAIMS

- (A) The **Insured** shall retain sole discretion regarding whether and under what circumstances to issue a retraction of **Matter** previously communicated, distributed or released by the **Insured**.
- (B) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs** or **Subpoena Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, **Subpoena Defense Costs**, assumed obligation or admission to which it has not given its prior written consent; provided, however, that the **Insured** may agree to any settlement of a **Claim** where all **Loss** associated with such **Claim** is within the applicable Retention Amount.
- (C) The **Insured** shall promptly communicate to the Company all offers to settle **Claims** covered by this Policy. The Company, however, has no right to settle **Claims** under this Policy without the consent of the **Insured**, and the Company's duty to defend and to pay **Loss** (including **Defense Costs**) shall not be limited by the **Insured's** refusal to accept any offer to settle a **Claim**.

XIII. ALLOCATION

- (A) If both **Loss** covered by this Policy and loss not covered by this Policy are incurred either because a **Claim** against an **Insured** includes both covered and non-covered matters or because a **Claim** is made against both an **Insured** and others, the **Insured** and the Company shall allocate such amount between covered **Loss** and non-covered loss based upon the relative legal and financial exposures of the parties to covered and



non-covered matters and, in the event of a settlement of such **Claim**, also based upon the relative benefits to the parties from such settlement. The Company shall not be liable under this Policy for the portion of such amount allocated to non-covered loss.

- (B) If the **Insured** and the Company agree on an allocation of **Defense Costs**, the Company shall advance on a current basis **Defense Costs** allocated to the covered **Loss**. If the **Insured** and the Company cannot agree on an allocation:
- (1) no presumption as to allocation shall exist in any arbitration, suit or other proceeding;
 - (2) the Company shall advance on a current basis **Defense Costs** which the Company believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and
 - (3) the Company, if requested by the **Insured**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators. In any arbitration, each party will bear his, her, or its own legal fees and expenses.
- (C) Notwithstanding any prior advancement to the contrary, any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**. Any allocation of advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim**.

XIV. CHANGES IN EXPOSURE

- (A) Created or Acquired Asset
- (1) With respect to INSURING CLAUSES A and D only, if after the Inception Date set forth in ITEM 2 of the Declarations, any **Insured Organization** creates, acquires or merges with another entity, or acquires any publications, programs, broadcast or cable stations, or other communications (or Websites if coverage is purchased for Insuring Clause D, Internet Liability) (each a "Created or Acquired Asset") then, subject to the provisions of paragraphs (2) and (3) below, coverage shall be provided for such Created or Acquired Asset but only for **Activities** occurring after the effective date of such creation, acquisition or merger.
 - (2) If, at the time of a creation, acquisition or merger described in paragraph (1) above, the annual revenues (or projected annual revenues) of the Created or Acquired Asset are equal to or less than ten percent (10%) of the annual revenues of all of the **Insured Organizations**, as reflected in the **Insured Organizations'** or **Parent Organization's** then most recently concluded fiscal year end financial statements or fiscal quarterly financial statements, then the **Parent Organization** shall provide to the Company written notice of the creation, acquisition or merger containing full details thereof when it next applies for renewal of this Policy. As a condition precedent to providing coverage for such Created or Acquired Asset upon renewal, the Company, in its sole discretion, may impose additional or different terms, conditions and limitations of coverage and require payment of additional premium.
 - (3) If, at the time of a creation, acquisition or merger described in paragraph (1) above, the annual revenues (or projected annual revenues) of the Created or Acquired Asset exceed ten percent (10%) of the annual revenues of all of the **Insured Organizations**, as reflected in the **Insured Organizations'** or **Parent Organization's** then most recently concluded fiscal year end financial statements or fiscal quarterly financial statements, then the **Parent Organization** shall provide to the Company written notice of the creation, acquisition or merger containing full details thereof, as soon as practicable, but in no event later than ninety (90) days after the date of such creation, acquisition or merger. As a condition precedent to providing coverage for such Created or Acquired Asset, the Company, in its sole



discretion, may impose additional or different terms, conditions and limitations of coverage and require payment of additional premium. If the **Parent Organization** fails to give notice within such ninety (90) day period, or fails to pay any additional premium required by the Company, coverage for such Created or Acquired Asset shall terminate with respect to **Activities** occurring more than ninety (90) days after such creation, acquisition or merger.

(B) Creation of **Covered Media**

If after the Inception Date set forth in ITEM 2 of the Declarations, any **Insured Organization** creates any new publications, programs, broadcast or cable stations, or other communications (each a "Created Media"), then coverage shall be provided for such Created Media but only for **Media Activities** occurring after the effective date of such creation as follows:

- (1) If, at the time of creation, the projected annual revenues of the Created Media are equal to or less than ten percent (10%) of the annual revenues of all of the **Insured Organizations**, as reflected in the **Insured Organizations'** or **Parent Organization's** then most recently concluded fiscal year end financial statements or fiscal quarterly financial statements, then the **Parent Organization** shall provide to the Company written notice of the Created Media containing full details thereof when it next applies for renewal of this Policy. As a condition precedent to providing coverage for such Created Media upon renewal, the Company, in its sole discretion, may impose additional or different terms, conditions and limitations of coverage and require payment of additional premium.
- (2) If, at the time of creation, the projected annual revenues of the Created Media exceed ten percent (10%) of the annual revenues of all of the **Insured Organizations**, as reflected in the **Insured Organizations'** or **Parent Organization's** then most recently concluded fiscal year end financial statements or fiscal quarterly financial statements, then the **Parent Organization** shall provide to the Company written notice of the Created Media containing full details thereof, as soon as practicable, but in no event later than ninety (90) days after the date of such creation. As a condition precedent to providing coverage for such Created Media, the Company, in its sole discretion, may impose additional or different terms, conditions and limitations of coverage and require payment of additional premium. If the **Parent Organization** fails to give notice within such ninety (90) day period, or fails to pay any additional premium required by the Company, coverage for such Created Media shall terminate with respect to **Media Activities** occurring more than ninety (90) days after such creation.

(C) Creation of Websites

If after the Inception Date set forth in ITEM 2 of the Declarations, any **Insured Organization** creates any new Websites (each a "Created Website"), and if coverage is purchased for Insuring Clause D, Internet Liability, then coverage shall be provided for such Created Website with respect to any **Activities** occurring after the effective date of such creation. The **Parent Organization** shall provide to the Company written notice of the Created Website, containing full details thereof when it next applies for renewal of this Policy. As a condition precedent to providing coverage for such Created Website upon renewal, the Company, in its sole discretion, may impose additional or different terms, conditions and limitations of coverage and require payment of additional premium.

(D) Cessation of **Subsidiaries**

If any **Subsidiary** ceases to be a **Subsidiary** before or during the **Policy Period**, then any coverage under this Policy shall continue for such **Subsidiary** and its **Insured Persons** until the expiration of this Policy, but solely for **Claims** for **Activities** occurring prior to the effective date of such cessation.

(E) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**, either of the following events occur:



- (1) the acquisition of all or substantially all of the **Parent Organization's** assets by another organization or person or group of organizations or persons acting in concert, or the merger or consolidation of the **Parent Organization** into or with another entity such that the **Parent Organization** is not the surviving entity; or
- (2) another organization, person or group of organizations or persons acting in concert acquires securities or voting rights which results in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of directors, trustees, members of the Board of Managers or management committee members of the **Parent Organization**,

then coverage provided by this Policy shall continue until its expiration, but solely for **Claims** for **Activities** occurring prior to such event.

The **Parent Organization** shall give written notice of such event to the Company as soon as practicable together with such other information as the Company may request, and the entire premium for this Policy will be deemed fully earned as of the date of such event.

XV. CONFIDENTIAL SOURCES AND OTHER MATTER

The **Insured's** rights under this Policy shall not be prejudiced by the **Insured's** refusal to reveal the identity of a confidential source or to produce reporter's notes or any other documents or information obtained by the **Insured** in the course of the **Insured's Media Activities** with respect to which the **Insured** has asserted a claim of reporter's privilege or other applicable constitutional, statutory or common-law privilege relating to the protection of newsgathering activities.

XVI. DATES OF OCCURRENCE; CONTINUITY OF COVERAGE

- (A) In the event of a **Claim** (or **Related Claims**) arising out of a series of related **Activities**, the entire series of related **Activities** shall be deemed to have occurred on the date of the first publication, dissemination or release of the **Matter** giving rise to such **Claim** (or **Related Claims**); or, if there was no such publication, dissemination or release during the **Policy Period** or any **Renewal Period**, then on the date of the earliest act, error or omission giving rise to such **Claim** (or **Related Claims**).
- (B) In the event that the date on which the entire series of related **Activities** are deemed to have occurred under paragraph (A) above is prior to the **First Inception Date**, and in the event that there is no coverage for such **Claim** under any other policy of insurance, then the entire series of such related **Activities** shall be deemed to have occurred on the date of the first publication, dissemination or release of the **Matter** giving rise to the **Claim** (or **Related Claims**) subsequent to the **First Inception Date**; or, if there was no such publication, dissemination or release, then on the date of the first act, error or omission giving rise to such **Claim** (or **Related Claims**) subsequent to the **First Inception Date**.
- (C) Notwithstanding any other provision in this Section XVI., and pursuant to Section XIII. ALLOCATION, the Company shall not be responsible for that portion of any **Loss** fairly attributable to **Activities** occurring prior to the **First Inception Date** or subsequent to the conclusion of the **Policy Period** or any **Renewal Period**.

XVII. APPLICATION; REPRESENTATIONS AND SEVERABILITY

In issuing this Policy the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information:

- (A) are true and accurate;



- (B) were made or provided in order to induce the Company to issue this Policy; and
- (C) are material to the Company's acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (1) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, in-house general counsel, chief executive officer, president or chairperson of an **Insured Organization** shall be imputed to such **Insured Organization** and its **Subsidiaries**;
- (2) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (3) except as provided in paragraph (1) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

XVIII. VALUATION AND FOREIGN CURRENCY

Unless otherwise designated in the Declarations, all premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

XIX. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefor, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of any **Insured**.

XX. ACTION AGAINST THE COMPANY

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

XXI. PARENT ORGANIZATION RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Parent Organization** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XXIII.(A)(1), TERMINATION OF POLICY; and the receipt or enforcement of payment of a **Loss** (and the **Parent Organization** shall be responsible for application of any such payment as



provided for in this Policy). Each **Insured** acknowledges and agrees that the **Parent Organization** shall act on its behalf with respect to all such matters.

XXII. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

XXIII. TERMINATION OF POLICY

- (A) This Policy shall terminate at the earliest of the following times:
- (1) upon receipt by the Company of written notice of termination from the **Parent Organization** provided that this Policy may not be terminated by the **Parent Organization** after the first publication or broadcast of any **Production**;
 - (2) upon expiration of the **Policy Period** as set forth in ITEM 2 of the Declarations;
 - (3) twenty (20) days after receipt by the **Parent Organization** of a written notice of termination from the Company based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
 - (4) at such other time as may be agreed upon by the Company and the **Parent Organization**.
- (B) The Company shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Parent Organization**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.
-

XXIV. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

XXV. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXVI. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.



BY COMPLETING THIS NEW BUSINESS APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE CYBERLITE MEDIA ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE NEW BUSINESS APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries, unless otherwise stated.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Completed, signed and dated Application for Media Liability Insurance;
 - Completed, signed and dated Application for Internet Liability Coverage;
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization; and
 - Experience resumes of key personnel if in business for less than three (3) years.

I. NAME, ADDRESS AND CONTACT INFORMATION: Please Note – If the information below was previously supplied under another media application, please supply name and date of other application and proceed to the next section:

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web address: _____
4. Name of Primary Contact: _____
5. Address of Primary Contact: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
6. e-Mail of Primary Contact: _____

II. SPECIFIC INFORMATION:

1. Please attach a copy of the following for every **Applicant** seeking coverage:
 - A list of all subsidiaries, showing date created or acquired, state of incorporation, percentage ownership, nature of business, and total revenues, assets, and net income for the most recent year end financials.



2. Coverage desired: **Disclosure Injury;** **Conduit Injury**
 Impaired Access Injury

Limits of Liability desired:

Each Claim or Related Claim: \$ _____

Aggregate for all Claims and Related Claims: \$ _____

3. Retention Amount desired for each Claim or Related Claim:

\$25,000 \$50,000 Other: \$ _____

4. Co-insurance percentage desired:

20% Other: _____%

5. Does **Applicant** anticipate in the next twelve (12) months:

a. Establishing or entering into any related or unrelated ventures which are a material change in operations? Yes No

b. Providing any new e-commerce products or services? Yes No

If Yes to 5.a. or 5.b., please provide full details on a separate sheet.

6. Who is the contact person for a network security self-assessment:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

III. COMPANY STATISTICS AND NATURE OF APPLICANT'S INTERNET ACTIVITIES:

1. Does **Applicant** provide technology services or products to third parties? Yes No

If Yes, attach an explanation of these services and quantify the revenue associated with them.

2. Do third parties rely on the availability of the **Applicant's** web site(s) in order to transact business? Yes No

If Yes, please indicate below whether business or consumer and how much of their revenue is dependent upon use of the **Applicant's** web site(s).

Business-to-Business: _____

Business-to-Consumer: _____

IV. PRIVACY POLICIES AND PROCEDURES:

1. Does **Applicant** have procedures in place to ensure compliance with privacy legislation (such as the Health Insurance Portability and Accountability Act "HIPAA", the Gramm-Leach-Bliley Act or other applicable legislation) with respect to the protection of confidential information? Yes No



2. Does **Applicant** collect, receive, transmit, or store confidential customer information (e.g. social security number, drivers' license number, bank account number, credit or debit card number, etc.)? Yes No
- If Yes, does **Applicant** sell, share or otherwise disclose this personal information to third parties? Yes No
3. Does **Applicant** have a privacy policy posted on all of its web sites? Yes No
- If Yes, has the privacy policy been reviewed and approved by General Counsel? Yes No

V. INFORMATION SECURITY POLICIES AND PROCEDURES:

1. Does **Applicant** maintain an information systems security policy? Yes No
2. Does **Applicant** have a laptop security policy? Yes No
3. Does **Applicant** store sensitive data on web servers? Yes No
4. Does **Applicant** have a computer security breach Incident Response Plan (IRP)? Yes No
5. Are penetration tests conducted on the **Applicant's** network at least annually? Yes No

VI. THIRD PARTY SERVICE PROVIDERS:

1. Is the infrastructure of the **Applicant's** web site hosted by a third party, or is the content of the **Applicant's** website managed by a third party? Yes No
2. Does **Applicant** use the services of an ASP? Yes No
3. Does **Applicant** outsource infrastructure operations? Yes No
4. Does **Applicant** use the services of a third party for off-site backup and/or archiving of electronic data? Yes No
5. Does **Applicant** require resolution of non-compliance issues within a stipulated time period? Yes No
- If Yes to any of the above in questions VI., 1 through 5, does a service agreement exist? Yes No
- If Yes, does the agreement require a level of security commensurate with the **Applicant's** information systems security policy? Yes No

VII. AUDITING PRACTICES:

1. Has **Applicant** had an external network security assessment conducted within the last 12 months? Yes No
- If Yes, by whom? _____; and
- If Yes, have all critical recommendations been complied with? Yes No

VIII. PRIOR INSURANCE, OTHER INSURANCE, LOSS HISTORY AND PRIOR KNOWLEDGE:

1. Does the **Applicant** have cyber liability insurance currently in force? Yes No
- If Yes to Question 1, complete the chart below for the past five (5) years:



<u>LIABILITY INSURER</u>	<u>POLICY PERIOD</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>	<u># CLAIMS</u>
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____

2. MISSOURI APPLICANTS/AGENTS - DO NOT ANSWER QUESTION 2.

Has the **Applicant** ever had an application for cyber liability insurance declined, or had a cyber liability policy canceled or non-renewed by the insurer? Yes No

If Yes, please attach an explanation.

3. Has **Applicant** at any time during the past three (3) years put its insurance carrier on notice of any potential or actual losses under its prior insurance program, that may have fallen under the scope of the proposed coverage? Yes No

If Yes, attach an explanation.

4. If **Applicant** has had any computer security incidents during the past two (2) years (incident refers to any unauthorized access, intrusion, breach, compromise or use of **Applicant's** computer systems, including theft of money, proprietary information, or confidential customer information, denial of service, electronic vandalism or sabotage, computer virus or other computer incidents); respond to the following:

a. Was **Applicant** specifically targeted for such computer attacks? Yes No

b. What were the direct costs associated with all computer attacks? _____

c. Have any of the computer attacks resulted in unauthorized access to, or corruption or erasure of, data? Yes No

d. Has **Applicant** experienced a security breach that required notification of customers or other third parties? Yes No

5. After inquiry, do any of the principals, partners, officers, directors, or employees of the **Applicant** or any other proposed insured have knowledge or information about any fact, circumstances or situation which might reasonably be expected to give rise to a future claim which would fall within the scope of the proposed insurance? Yes No

If Yes, please provide full details: _____

Without prejudice to any other rights and remedies of the Company, the Applicant understands and agrees that any claim arising from any facts, circumstances, situations or claims required to be disclosed in response to question 3, 4, or 5 above is excluded from the proposed insurance.



IX. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

X. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare that to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and in any attachments or other documents submitted with this Application are true and complete. The undersigned agree that this Application and such attachments and other documents shall be the basis of the insurance policy should a policy providing the requested coverage be issued; that all such materials shall be deemed to be attached to and shall form a part of any such policy; and that the Company will have relied on all such materials in issuing any such policy.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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 and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to Maine, Tennessee, Virginia and Washington 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 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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



BY COMPLETING THIS NEW BUSINESS APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE NEW BUSINESS APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries, unless otherwise stated.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Completed, signed and dated *Cyberlite For MediaSM* By Chubb Application if unauthorized internet access coverage is requested;
 - Standard forms of agreement utilized by **Applicant**;
 - Any hold harmless agreement(s) **Applicant** has entered into for any Internet Activity;
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization; and
 - Experience resume(s) of IT support team of **Applicant**.

I. GENERAL APPLICANT INFORMATION: Please Note – If the information below was previously supplied under another media application, please supply name and date of other application and proceed to the next section:

1. Name of **Applicant**: _____

2. Address of **Applicant**: _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

3. Web address: _____

4. Name, Address and Title of Primary Contact: _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

5. The **Applicant** is:
- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Non-profit |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Privately Held |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Publicly Traded |
| <input type="checkbox"/> Other: _____ | |

6. Year established: _____

7. Number of years operated under present ownership: _____

8. Are there other subsidiaries, affiliates or other related entity(ies) (including DBAs) for which coverage is desired? Yes No

If Yes, list all such locations on a separate sheet and attach it to this Application.

NOTE: Coverage is not afforded to any entity not scheduled in this section of the Application and not specifically named as an Insured on the policy.

9. a. Is **Applicant**: (i) wholly or partially owned by, affiliated with, or controlled by any other entity(ies) not previously listed in Question 1 or 8, or (ii) does **Applicant** wholly or partially



own, operate, manage or control any other businesses not previously listed in Question 1 or 8? Yes No

If Yes to either Question 9a. (i) or (ii) above, provide complete details:

- b. During the past five years, has the **Applicant's** name been changed, or has the **Applicant** purchased, merged or consolidated with any other business, or has the **Applicant** been purchased? Yes No

If Yes, please attach an explanation.

If Yes, if the **Applicant** purchased another business, was the purchase an "asset purchase" or did the **Applicant** also buy or accept any liabilities? Please explain:

II. SPECIFIC INFORMATION:

POLICY INFORMATION:

1. Coverage desired: Internet Activities
 Limits of Liability desired:
 Each Claim or Related Claim: \$ _____
 Aggregate for all Claims and Related Claims: \$ _____
2. Retention Amount desired for each Claim or Related Claim:
 \$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____
3. Co-insurance percentage desired for Internet Activities:
 20% Other: _____% N/A
4. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the **Applicant**.
5. **Applicant's** projected annual gross revenues for the current calendar year: \$ _____
6. **Applicant's** projected annual gross revenues from the internet site(s) for which coverage is sought: \$ _____

INTERNET ACTIVITIES:

7. Please identify the top five (5) internet site(s) by "hits" or "related to your largest Gross Revenue producing properties" for which coverage is sought, the date each site first went on-line, and the average number of page views per month:

Internet Site (including URL)	Date On-Line	Average Page Views Per Month

IMPORTANT: If any of the above sites are not yet on-line, please attach a complete description of the proposed site(s), the anticipated launch date and an estimated number of monthly page views (if known).

8. Does **Applicant** own a federally registered trademark in its domain name? Yes No



If no, has **Applicant** conducted a trademark search to determine whether its domain name infringes a trademark held by a third party? Yes No

9. Do any of **Applicant's** internet sites contain any of the following content, transact business in any of the following areas, or sell/make available any of the following products or services:
- a. Pornographic material or other material of a sexually explicit nature? Yes No
 - b. Medical records or other health care information pertaining to specifically identifiable patients? 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 available to be downloaded by users? Yes No
 - g. Film or video available to be downloaded by users? Yes No

PLEASE NOTE: If **Applicant** answered Yes to any of the foregoing, **Applicant** may be ineligible for Internet Liability Coverage.

10. Does **Applicant** collect personal information (names, addresses, etc.) about visitors to **Applicant's** internet site(s)? Yes No
 If Yes, does **Applicant** sell or otherwise disclose this personal information to third parties? Yes No
 If Yes to either of the foregoing questions, does **Applicant** disclose these activities to visitors to **Applicant's** site(s)? Yes No
11. Is electronic commerce conducted on any of **Applicant's** internet sites? Yes No
 If Yes, are the transactions encrypted? Yes No
 If Yes, does **Applicant** process the transactions itself (as opposed to using an independent contractor)? Yes No
12. Does **Applicant** provide links on any of its internet sites to internal pages of other sites? Yes No
 If Yes, does **Applicant** obtain written permission from the operators of such other sites? Yes No
13. Does **Applicant** sell advertising space on any of its internet sites? Yes No
14. Does **Applicant's** internet site(s) contain any of the following:
- a. Blogs? Yes No
 If Yes, are the blogs:
 - (i) interactive? Yes No
 - (ii) written by employees? Yes No
 - (iii) written by the general public? Yes No
 - (iv) written by independent contractors/third parties? Yes No

If Yes to Question 14.a.(iv) above, please describe any hold harmless agreements entered into between **Applicant** and independent contractors/third parties relating to the blogs:

- b. Chat room(s)? Yes No
 If Yes, are the chat rooms monitored? Yes No



If so, by whom? _____

If Yes to Question 14.b., please describe all details relating to the chat room(s):

15. Does **Applicant** utilize any proprietary software in the operation of any of its internet sites? Yes No
16. Does **Applicant** provide software on any of its internet sites that can be downloaded by users? Yes No
 If Yes, does **Applicant** own all of the rights necessary to disseminate this software? Yes No
17. What percentage of the content on **Applicant's** internet site(s) is obtained from third parties? _____%

18. With respect to the internet content that **Applicant** obtains from third parties:
 Does **Applicant** obtain written permission from such third parties? Always Sometimes Never
 Does **Applicant** obtain written indemnification agreements from such third parties? Always Sometimes Never

If **Applicant** answered Sometimes to either of the foregoing questions, please explain its policy regarding use of third-party content:

19. What percentage of the monthly page views on **Applicant's** internet site(s) originates from outside the United States and Canada? _____%

RISK MANAGEMENT:

20. Does **Applicant** use third-party trademarks on its internet site(s) solely in order to increase the number of hits to its site(s)? Yes No
21. Does **Applicant** have a privacy policy posted on all of its internet site(s)? Yes No
 If Yes, has the privacy policy been reviewed by counsel? Yes No
22. Does **Applicant** have a written policy and procedure regarding the posting of content on the internet site(s) identified in this Application? Yes No
23. Does **Applicant** require review of content by legal counsel or by management for potential legal exposures prior to allowing that content to be posted on its internet site(s)? Yes No
24. Does **Applicant** have "take-down" procedures in place for removing from its internet site(s) any content that infringes or potentially infringes on copyrights held by third parties? Yes No
25. With regard to blogs and/or chat rooms, is **Applicant** familiar with the protections afforded by the Communications Decency Act and the Digital Millennium Copyright Act? Yes No
 If Yes, does **Applicant** utilize the protections offered by both Acts? Yes No

Please describe: _____

OPTIONAL COVERAGES (additional premium will apply):

26. Does **Applicant** desire coverage for the content of email originating from it or its employees? Yes No
 If Yes, please identify the domain name from which all such email originates:

Does **Applicant** have written guidelines regarding appropriate use of company email? Yes No



27. Does **Applicant** desire coverage for any other publications or communications, not identified above? Yes No

If Yes, please attach copies, or describe such publications or communications if copies are not available:

III. PRIOR INSURANCE, OTHER INSURANCE, LOSS HISTORY AND PRIOR KNOWLEDGE:

1. Does the **Applicant** have internet liability insurance currently in force? Yes No

a. If Yes to Question 1, is Advertising Injury included? Yes No

b. If Yes to Question 1, complete the chart below for the past five (5) years:

<u>LIABILITY INSURER</u>	<u>POLICY PERIOD</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>	<u># CLAIMS</u>
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____

2. MISSOURI APPLICANTS/AGENTS - DO NOT ANSWER QUESTION 2.

Has the **Applicant** ever had an application for internet liability insurance declined, or had an internet liability policy canceled or non-renewed by the insurer? Yes No

If Yes, please attach an explanation.

3. Does the **Applicant** maintain a comprehensive general liability policy? Yes No

If Yes, please provide the following information:

Name of Insurer: _____

Policy Period: _____ Limit: _____

Is Personal Injury coverage included? Yes No

Is Product Liability coverage included? Yes No

LOSS HISTORY:

4. In the past ten (10) years, has the **Applicant** or any of its subsidiaries been sued, threatened with suit or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark or infliction of emotional distress? Yes No

If Yes, please attach a description detailing the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition.

5. Please attach a list (including the status) of all claims made during the past five (5) years against the **Applicant** or any of its subsidiaries, or any director, officer, employee, partner, agent or independent contractor of the **Applicant**, or any director, officer, employee, partner, agent or independent contractor of any of its subsidiaries.

If none, please check here: None



6. After inquiry, do any of the principals, partners, officers, directors, or employees of the **Applicant** or any other proposed insured have knowledge or information about any act, error or omission which might reasonably be expected to give rise to a future claim which would fall within the scope of the proposed insurance? Yes No

If Yes, please attach a description which provides full details.

Without prejudice to any other rights and remedies of the Company, any claim arising from any Claims, facts, circumstances or situations required to be disclosed in response to questions 4, 5, and 6 above is excluded from the proposed insurance.

IV. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

V. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing such policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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 and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.



Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 New Business Application
 for Internet Liability Coverage

Notice to Maine, Tennessee, Virginia and Washington 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 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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>	
Agent: _____	Agency: _____
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____
<u>Submitted By:</u>	
Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____



BY COMPLETING THIS NEW BUSINESS APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE NEW BUSINESS APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries.
2. Complete only those sections that are applicable to the **Applicant**, and check the appropriate box.
3. For those **Applicants** *only* applying for Production Activities or Internet Activities coverage, please complete a separate application form for each. *Do not complete this form.*
4. Attach a copy of the following:
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization;
 - Experience resume of key personnel if in business less than three (3) years;
 - Standard release forms;
 - Company brochures or advertising materials, etc.;
 - Brochure or list of current book titles, programming, etc.; and
 - Copies of standard contracts with authors, free-lance writers, distributors, advertisers, actors, employees, etc.

I. GENERAL APPLICANT INFORMATION (FOR ALL APPLICANTS):

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web address: _____
4. The **Applicant** is: Individual Non-profit Partnership
 Corporation Privately Held Publicly Traded
 Other: _____
5. Year established: _____
6. Are there other subsidiaries, affiliates or other related entity(ies) (including DBAs) for which coverage is desired? Yes No

If Yes, list all such locations on a separate sheet and attach it to this Application.

NOTE: Coverage is not afforded to any such entity unless it is scheduled in this section of the Application and specifically named as an Insured on the policy.

II. GENERAL POLICY INFORMATION (FOR ALL APPLICANTS):

1. Coverage desired:
 - Media Activities
 - Covered Subpoena (for NewsMedia Organizations only)
 - Production Activities (Please complete separate Application)
 - Internet Activities (Please complete separate Application)

Limits of Liability desired:

Each Claim or Related Claim:



Media Activities: \$ _____

Covered Subpoena: \$ _____

Aggregate for all Claims, Related Claims and Covered Subpoenas (if applicable): \$ _____

2. Retention Amount desired for each Claim or Related Claim:
 \$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____
3. Retention desired for each Covered Subpoena (if applicable):
 \$10,000 Other: \$ _____
4. Co-insurance percentage desired for each Covered Subpoena, Claim or Related Claims:
 Media Activities: 20% Other: _____ %
 Covered Subpoena: 20% Other: _____ %
5. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the **Applicant**.
6. Describe Media Activities to be insured: _____

III. RISK MANAGEMENT PROCEDURES (FOR ALL APPLICANTS):

LEGAL AND EDITORIAL REVIEW:

1. Please provide the name, address, telephone number, and years of experience of the **Applicant's** in-house legal counsel:

2. Does the **Applicant** retain outside counsel for advice regarding potential liabilities arising out of newsgathering or out of the publication, production, dissemination or broadcast of material or content? Yes No
 If Yes, please provide the following information for each outside counsel:
 Name of firm: _____
 Principal contact: _____
 Years of experience: _____
3. a. Please describe the **Applicant's** policy and practice regarding review and **editing** of articles, broadcasts, or other communications prior to publication, including the names of the individuals conducting the review and their experience, as well as the procedures/guidelines for referring to outside counsel:

- b. Please describe the **Applicant's** policy and practice regarding **legal review** of articles, broadcasts, or other communications prior to publication, including the name of the outside counsel, years of experience, and how often outside counsel is used to conduct reviews:

4. Please describe the **Applicant's** policy and practice regarding continuing education for staff on legal issues pertaining to libel, privacy, intellectual property, and related media and entertainment law:

5. Approximate percentage of all media for which **Applicant** is indemnified by another party: _____%



OTHER RISK MANAGEMENT:

6. Is any Covered Media published, broadcast, or otherwise communicated in a language other than English? Yes No

If Yes, please identify such Covered Media and the language used.

7. What percentage (%) of the content of the Covered Media is derived from news or feature syndications, or wire services? _____%

8. Describe **Applicant's** policy and practice regarding the processing of and response to requests for retraction or correction.

9. Does **Applicant** engage in any live programming? Yes No

If Yes, please describe the type of delay device utilized and **Applicant's** policy and practice regarding the use of such device.

10. List membership in industry groups or associations: _____

11. **Editorial Procedures for Publishing Operations:**

Please check: Applicable N/A (If N/A proceed to next section.)

a. Are editors familiar with current defamation and privacy law in all jurisdictions where your media is circulated? Yes No

b. Are letters-to-the-editor edited? Yes No

c. Are written hold harmless or indemnity agreements executed with advertisers and advertising agencies? Yes No

d. Are written releases obtained from persons appearing in photographs or from photo agencies? Yes No

e. Do free-lance writers provide written warranties with respect to originality of content, libelous matter, and authenticity of sources? Yes No

If Yes, please attach a copy of warranty.

f. Is a disclaimer issued with respect to technical information or advice? Yes No

g. Are titles of all publications cleared? Yes No

h. Are unsolicited articles or photographs accepted? Yes No

If Yes, please describe procedures for processing: _____

12. **Programming/Operational Procedures for Broadcasting, Telecasting and Cablecasting:**

Please check: Applicable N/A (If N/A proceed to next section.)

Please check: Broadcasting Telecasting Cablecasting

a. Are news teams familiar with current defamation and privacy law in all jurisdictions where your media is circulated? Yes No

b. Are written hold harmless or indemnity agreements executed with sponsors and advertising agencies with respect to the content of commercials? Yes No



- c. Do the news teams engage in "investigative" reporting? Yes No
 If Yes, provide description of methods for documenting sources of information.
- d. Are "action reporter" or similar consumer programs broadcast or telecast? Yes No
- e. Does the **Applicant** engage in any of the following newsgathering practices:
 - Hidden cameras/microphones? Yes No
 - Reliance on anonymous sources? Yes No
 - "Undercover" investigations? Yes No
 If "Yes" to any of the items in Question 12.e. above, please describe the **Applicant's** policy and practice governing the use of such techniques:

- f. Do reporters participate in ride alongs with law enforcement, medical emergency services, private investigators, or any other ride alongs? Yes No
 If "other" ride alongs, please explain: _____
- g. Are talk shows and interview programs pre-taped or pre-recorded? Yes No
- h. Do television news teams use "mini-cams"? Yes No
- i. Do any stations produce programming used by stations which **Applicant** does not own or operate? Yes No
- j. Are independent producers required to provide **Applicant** written hold harmless or indemnity agreements with respect to the programming they offer? Yes No
 If Yes, please attach a copy of the agreement.
- k. Are independent producers required to provide evidence of insurance with respect to such hold harmless or indemnity agreements? Yes No
- l. Does **Applicant** pay licensing fees to ASCAP, SESAC, BMI or other music licensing society? Yes No

13. **Newspaper Publishing and NewsMedia Broadcasting Operations:**

Please check: Applicable N/A (If N/A proceed to next section.)

Please check: Newspaper Publishing NewsMedia Broadcasting

- a. What percentage (%) of the content of the Covered Media is supplied by stringers, freelancers, or other non-employees? _____%
- b. Does **Applicant** obtain rights to future use of material supplied by stringers, freelancers, or other non-employees? Yes No
- c. Please describe the **Applicant's** policy and practice regarding hold harmless or indemnification agreements with stringers and freelancers, and attach a sample of any standard indemnification or hold harmless agreement:

- d. Please describe the **Applicant's** policy and practice regarding indemnification or hold harmless agreements with third parties to whom the **Applicant** supplies content for publication or broadcast, and attach a sample of any standard indemnification or hold harmless agreement:

- e. List news feature services or syndicates used: _____



f. Please describe the **Applicant's** policy and practice regarding obtaining: (a) ownership of a copyright; (b) a license for the use of copyrighted content; and (c) other rights in the content of the material supplied by stringers, freelancers or other non-employees. Attach samples of any standard agreement used in connection with the above, including but not limited to any standard "work made for hire" licenses and any hold harmless or indemnification agreements:

g. In connection with Question 13.f. above, please describe: (a) when the **Applicant** instituted its current policy and practice; and (b) any policy and practice replaced by the current policy and practice:

h. Please describe any past, current, or anticipated future electronic publication, electronic dissemination, or electronic reproduction of any content by **Applicant** (or any current or anticipated future discontinuation of such publication, dissemination, or reproduction), including but not limited to the use by the **Applicant** of any electronic archive, database, CD-ROM, internet, email or other electronic means or any future medium that may enable such dissemination:

i. What percentage of the content described in Question 13.h. above was, is, or is anticipated to be supplied by stringers, freelancers or other non-employees?

Past: _____% Current: _____% Anticipated Future: _____%

j. What percentage of the content described in Question 13.h. above was, is, or is anticipated to constitute a reproduction of a contribution to a collective work?

Past: _____% Current: _____% Anticipated Future: _____%

IV. FINANCIAL INFORMATION (FOR ALL APPLICANTS):

Note: Financial Information for Media Liability Coverage for Authors, Distributor Liability and Music Liability Should be Completed Separately Under the Media Liability Coverage for Authors Application, as well as the Supplemental Applications for Distributor Liability and Music Liability.

1. Estimated total gross annual operating sales or revenues from all companies wholly or partially owned by, affiliated with, associated with, or controlled by **Applicant**, derived from the following media activities to be covered by the proposed policy:

TOTAL ANNUAL OPERATING SALES/REVENUES			
Activity For Which Coverage Is Sought:	Past 12 Months	Current 12 Months	Estimate for Coming Year
1. Advertiser Liability:	\$ _____	\$ _____	\$ _____
2. Advertising Agency Liability:	\$ _____	\$ _____	\$ _____
3. Book publishing:	\$ _____	\$ _____	\$ _____
4. Broadcasting (Radio):	\$ _____	\$ _____	\$ _____
5. Broadcasting (Television):	\$ _____	\$ _____	\$ _____
6. Cablecasting:	\$ _____	\$ _____	\$ _____



7. Magazine or Periodical Publishing:	\$ _____	\$ _____	\$ _____
8. Newspaper Publishing:	\$ _____	\$ _____	\$ _____
9. Miscellaneous: please describe: _____	\$ _____	\$ _____	\$ _____
TOTAL:	\$ _____	\$ _____	\$ _____

2. Estimated total gross annual operating sales or revenues, by geographic breakdown, for the coming year **for media activities to be covered by the proposed policy:**

GEOGRAPHIC BREAKDOWN BY PERCENTAGE OF GROSS ANNUAL REVENUE:			
	<u>Past 12 Months</u>	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
1. United States:	\$ _____	\$ _____	\$ _____
2. Canada:	\$ _____	\$ _____	\$ _____
3. United Kingdom:	\$ _____	\$ _____	\$ _____
4. Australia:	\$ _____	\$ _____	\$ _____
5. Asia:	\$ _____	\$ _____	\$ _____
6. Europe:	\$ _____	\$ _____	\$ _____
7. Other countries – specify: _____	\$ _____	\$ _____	\$ _____
TOTAL:	\$ _____	\$ _____	\$ _____

V. COVERED MEDIA/OPERATIONS INFORMATION: (Only complete applicable section(s) and add attachments, if needed.)

A. ADVERTISER LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. Describe the nature of **Applicant's** business and the types of products or services **Applicant** provides:

2. List advertising agency(ies) used: _____

3. Please check the appropriate box for each of the following:

- a. Does **Applicant** operate an in-house advertising agency? Yes No
- b. Does **Applicant** engage in comparative advertising? Yes No
- c. Are written hold harmless or indemnity agreements required from advertising agencies and the media? Yes No
- d. Are advertising agencies and the media required to provide evidence of insurance with respect to such hold harmless or indemnity agreements? Yes No
- e. If employees make creative contributions to advertising, are written releases obtained from these employees? Yes No



f. Does **Applicant** develop product names, package design or display designs? Yes No
 If Yes, please describe procedures for trademark searches: _____

g. Has **Applicant** been cited by any regulatory agency for violations arising out of its advertising activities? Yes No

4. Provide the approximate percentage of gross revenues estimated for the coming year for the following advertising activities:

_____ % Radio	_____ % Magazines	_____ % Billboards
_____ % Television	_____ % Catalog/Mail orders	_____ % Newspapers
_____ % Internet	_____ % Flyers	_____ % Other – specify: _____

5. Provide the amount the **Applicant** spends advertising its products and services (gross advertising expenditures): \$ _____

6. Attach the following:
- Standard client contract for advertising activities;
 - Standard client contract for web site design/development activities; and
 - Description of procedure for processing unsolicited ideas, photographs, manuscripts, etc.

B. ADVERTISING AGENCY LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. Describe nature of **Applicant's** business, including any areas of specialization: _____

2. List major clients and description of their business: _____

3. Provide the approximate percentage of gross revenues estimated for the coming year for the following advertising activities:

_____ % Public relations consultant	_____ % Mail order catalog
_____ % Printing	_____ % Broadcasting
_____ % Production of films, radio or television programs	_____ % Package/display/product design
_____ % Photo Service	_____ % Music service
_____ % Promotions/sweepstakes development	_____ % Market research
_____ % Web site design	_____ % Media buying
_____ % Web hosting	_____ % Direct marketing
_____ % Publishing	_____ % Comparative advertising
_____ % Product testing	
_____ % Live Events	
_____ % Other – specify: _____	

4. a. Has **Applicant** been cited by any regulatory agency for violations arising out of advertising activities? Yes No
 If Yes, please explain: _____

b. Does **Applicant** obtain written releases with respect to creative material or talent utilized in advertising? Yes No

c. Does **Applicant's** contract always provide for client approval? Yes No



d. Does **Applicant** develop product names, package design or display designs? Yes No
 If Yes, please describe procedures for trademark searches: _____

5. What percentage (%) of the content of the Covered Media is supplied by stringers, freelancers or other non-employees? _____%

6. Please describe the **Applicant's** policy and practice regarding hold harmless or indemnification agreements with stringers and freelancers, and attach a sample of any standard indemnification or hold harmless agreement.

7. Attach the following:

- Standard client contract for advertising activities;
- Standard client contract for web site design/development activities; and
- Description of procedure for processing unsolicited ideas, photographs, manuscripts, etc.

C. BOOK PUBLISHING LIABILITY COVERAGE:

Please check: Applicable N/A *If N/A proceed to next section.*

1. Type of books published: (Please provide approximate percentage of revenues for each of the following categories.)

_____ % Textbooks	_____ % Poetry
_____ % Children's	_____ % How-to-do-it
_____ % Current, biography, autobiography	_____ % Technical
_____ % History, biography	_____ % Religious
_____ % Investigative reporting, exposé	_____ % Social, political commentary
_____ % Classics	_____ % Celebrity
_____ % Fiction	_____ % Other – specify: _____

100% **TOTAL**

2. For current fiscal year, specify number of:

Original titles: _____ Reprints: _____ Titles distributed for others: _____

3. Percentage of indemnification provided by author through publishing contract: _____%

4. Are authors required to provide evidence of insurance with respect to content provided? Yes No
 If Yes, please complete a separate application.

5. Attach the following:

- Brochure of current titles or book order list;
- Description of standard procedures for checking originality, works, accuracy of content, title clearance, etc.;
- Copy of standard publisher-distributor agreement; and
- Copy of standard contract with authors.

D. BROADCASTER LIABILITY COVERAGE:

Please check: Applicable N/A *If N/A proceed to next section.*

RADIO BROADCASTING:

1. a. Covered Media: List all radio stations owned or operated by **Applicant**(attach separate sheet, if necessary).



Call Letters	AM/FM	Location & Geographic Market	Date Licensed	% Simulcast / Fully Automated	Estimated Number of Listeners	Highest 60-second Advertising Rate

b. Briefly describe station format or type of programming: _____

TELEVISION BROADCASTING:

2. a. Covered Media: List all television stations owned or operated by **Applicant**(attach separate sheet, if necessary):

Call Letters	Location & Geographic Market	Date Licensed	Estimated Number of Viewers	Highest Advertising Rate per Hour	Highest 30-second Spot Rate	Number of Subscribers

b. Briefly describe station format or type of programming: _____

CABLECASTING:

3. a.

Name of System	Location(City/State)	Number of Subscribers

b. Market classification: _____

c. Does system originate any programming? Yes No

If Yes, please provide the following information:

Type	Number of hours per week	Gross receipts derived from syndication

4. Attach the following:

- Specimen contract(s) used with advertisers and other third party content providers.
- Description of standard clearance procedures for checking originality and accuracy of content, title clearance, copyright clearance, and ensuring authorized use of name and likeness, film clips and music.

E. MAGAZINE & PERIODICAL PUBLISHER LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. a.

Name of Publication	Location (City/State)	Date First Published	Average Circulation	Frequency of Publication	Type of Publication



- b. Check primary circulation area:
 International National Rural Suburban Metro Regional Campus
 Controlled Circulation Other – specify: _____

2. Attach the following:
- One copy of each publication or a manuscript if publication is to be released into circulation in the next 90 days as a new offering; and
 - Specimen contract(s) used with advertisers and other third party content providers.

F. NEWSPAPER PUBLISHING COVERAGE:

Please check: Applicable N/A *If N/A proceed to next section.*

1. a. Please list all print publications for which coverage is sought and identify the frequency of publication (e.g., daily, weekly), average circulation, and geographical market served:

Name of Publication	Location (City/State)	Date First Published	Average Circulation	Frequency of Publication	Type of Publication

- b. Check primary circulation area:
 International National Regional Metro Suburban Rural Campus
 Controlled Circulation Shopper Web Site Other – specify: _____

2. Has the **Applicant** obtained the advice of in-house or outside counsel regarding its past, current, or anticipated future policy and practice regarding electronic reproduction? Yes No
 If Yes, please explain: _____

3. Attach the following:
- Copies of standard contracts/hold harmless agreements with advertisers and advertising agencies; and
 - Copy of current rate cards for covered broadcast stations.

G. AUTHOR LIABILITY COVERAGE:

1. Is **Applicant** an author seeking coverage for a book, play, journal or article? Yes No
 If Yes, please complete the Author Liability Supplemental Application.

H. DISTRIBUTOR LIABILITY COVERAGE:

1. Does **Applicant**: (i) plan to distribute and exhibit productions to be insured? Yes No
 If Yes, please complete the Distributor Liability Supplemental Application.

I. MUSIC LIABILITY COVERAGE:

1. Does **Applicant** perform, record, publish or write music, or distribute or produce audio recordings? Yes No
 If Yes, please complete the Music Liability Supplemental Application.

VI. MISCELLANEOUS: *Please check:* Applicable N/A *If N/A proceed to next section.*

1. Other published materials: (i.e., charts, graphs, maps, audio-visual aids, greeting cards, brochures, etc.)

Type:



VII. PRIOR INSURANCE, OTHER INSURANCE, LOSS HISTORY AND PRIOR KNOWLEDGE (FOR ALL APPLICANTS):

1. Does the **Applicant** have media liability insurance currently in force? Yes No
 a. If Yes to Question 1, is Advertising Injury coverage included? Yes No
 b. If Yes to Question 1, complete the chart below for the past five (5) years:

<u>LIABILITY INSURER</u>	<u>POLICY PERIOD</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>	<u># CLAIMS</u>
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____

2. MISSOURI APPLICANTS/AGENTS - DO NOT ANSWER QUESTION 2.

Has the **Applicant** ever had an application for media liability insurance declined, or had a media liability policy canceled or non-renewed by the insurer? Yes No

If Yes, please attach an explanation.

3. Does the **Applicant** maintain a comprehensive general liability policy? Yes No

If Yes, please provide the following information:

Name of Insurer: _____

Policy Period: _____ Limit: _____

Is Personal Injury coverage included? Yes No

Is Product Liability coverage included? Yes No

LOSS HISTORY:

4. In the past ten (10) years, has the **Applicant** or any of its subsidiaries been sued, threatened with suit or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry, or trespass? Yes No

If Yes, please describe in detail the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition:

5. Please attach a list (including the status) of all media liability claims made during the past five (5) years against the **Applicant** or any of its subsidiaries, or any director, officer, employee, partner, agent or independent contractor of the **Applicant**, or any director, officer, employee, partner, agent or independent contractor of any of its subsidiaries.

If none, please check here: None

6. a. In the past five (5) years, how many subpoenas have been served on the **Applicant**, seeking documents or information obtained in the course of newsgathering activities? _____

- b. Of these, how many times has the **Applicant** challenged the subpoena by filing a motion in court? _____



c. Please provide a list detailing all **Defense Costs** incurred in connection with each separate challenge to a subpoena listed in Question 6.b. above:

7. After inquiry, do any of the principals, partners, officers, directors, or employees of the **Applicant** or any other proposed insured have knowledge or information about any facts, circumstances or situations which might reasonably be expected to give rise to a future claim which would fall within the scope of the proposed insurance? Yes No

If Yes, please provide full details: _____

Without prejudice to any other rights and remedies of the Company, the Applicant understands and agrees that any claim arising from any facts, circumstances, situations or claims required to be disclosed in response to questions 4, 5, 6, and 7 above is excluded from the proposed insurance.

VIII. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

IX. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing such policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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: **ARNING:** 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 and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).



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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to Maine, Tennessee, Virginia and Washington 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 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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>	
Agent: _____	Agency: _____
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____
<u>Submitted By:</u>	
Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____



BY COMPLETING THIS NEW BUSINESS APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE NEW BUSINESS APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, unless otherwise stated, the term "**Applicant**" means the entities or individuals stated in Question 1, Section I. GENERAL INFORMATION, below.
2. Provide a complete response to all questions and attach additional pages as needed.
3. The work means any book, play, journal or article to be insured and stated in Section II, question 4 of this Application.
4. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Copy of the manuscript of work;
 - Copy of the contract with publisher;
 - Copy of the reviewing lawyer's written opinion concerning the content of the work;
 - Copy of **Applicant's** federal income tax returns for the past two (2) years;
 - Detailed resume of the author's literary experience; and
 - Estimate of the author's current financial condition.

I. GENERAL INFORMATION:

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web address: _____
4. The **Applicant** is:

<input type="checkbox"/> Individual	<input type="checkbox"/> Non-profit
<input type="checkbox"/> Corporation	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Partnership	<input type="checkbox"/> Publicly Traded
<input type="checkbox"/> Other: _____	
5. Year established: _____
6. Number of years as an author: _____

II. SPECIFIC INFORMATION:

POLICY INFORMATION:

1. a. Coverage desired: Media Activities
 b. Limits of Liability desired:
 Each Claim or Related Claim: \$ _____
 Aggregate for all Claims and Related Claims: \$ _____
2. Retention Amount desired for each Claim or Related Claim:
 \$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____
3. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the **Applicant**.



4. Title of book, play, journal or article (hereinafter collectively referred to as the "work") to be insured: _____

5. Synopsis of publication: _____

6. Scheduled or original date of publication: _____

7. Type of work: (check appropriate box)
- | | |
|---|--|
| <input type="checkbox"/> Fiction/Drama | <input type="checkbox"/> Poetry |
| <input type="checkbox"/> Current Autobiography | <input type="checkbox"/> Historical/Biographical |
| <input type="checkbox"/> Technical | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Investigative Reporting/Expose | <input type="checkbox"/> Social/Political Commentary |
| <input type="checkbox"/> How-to-do-it | <input type="checkbox"/> Other (specify): _____ |

8. Number of copies (including reprints) to be printed/distributed during the proposed policy term (if none, state so):
 Hardback: _____ Paperback: _____

9. Advance paid by publisher: \$ _____

10. If work is non-fiction or fiction incorporating living persons or events, have sources of information and material facts been documented? Yes No
 If No, please explain in detail: _____

11. Have written releases been obtained from persons or organization:

a. Appearing in photographs or artistic representations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Contributing material to the work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Quoted or paraphrased?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If No, please explain in detail: _____

12. Name, address and telephone number of publisher: _____

13. Will work be self-published? Yes No
 If Yes, how will work be distributed? _____

SERIALIZATIONS, CONDENSED VERSIONS, REVISED EDITIONS & RELATED MATERIALS/ACTIVITES:

14. Will the work be serialized or published in a condensed version during the proposed policy term? Yes No
 If Yes, specify publication(s) and attach a copy of contract(s) with the publisher(s): _____

Estimated revenues: \$ _____

15. a. Will a revised edition of the work be published or distributed during the proposed policy term? Yes No
 If Yes, complete Question 15.b. below. Attach a copy of the revised work and a brief outline of revisions from the original work.



b. Number of copies to be printed/distributed in: Hardback: _____ Paperback: _____

16. Describe any related materials or activities contemplated in conjunction with the work (i.e., tapes, cassettes, audio-visual aids, movie rights, advertising/promotional activities, etc.):

17. Has any actual or threatened claim or suit been made against **Applicant**, or any predecessor, subsidiary or affiliate thereof in the last five (5) years for libel, slander or other forms of defamation; invasion or infringement of the right of privacy or publicity; infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name; plagiarism, piracy or misappropriation of ideas under implied contract or any act, error or omission arising out of matter in any work of advertising, promotion or publicity relating thereto, or with respect to the work, or arising from Internet Activities? Yes No

18. Name, address and phone number of law firm consulted with respect to media law issues, including content review, editorial procedures and complaint handling:

Years of experience in media law: _____

19. Please provide the following information for any similar prior or current coverage carried for the work (or state "none"):

<u>Company</u>	<u>Policy Number</u>	<u>Limits</u>	<u>Deductible</u>	<u>Coverage Dates</u>	<u>Premium</u>

20. MISSOURI APPLICANTS/AGENTS - DO NOT ANSWER QUESTION 20.

Has the **Applicant** ever had an application for media liability insurance declined, or had a media liability policy canceled or non-renewed by the insurer? Yes No

If Yes, please attach an explanation.

FINANCIAL INFORMATION:

21. **Applicant's** estimated total gross annual sales or revenues for the coming year: \$ _____

22. Estimated assets of all **Applicant's** operations: \$ _____

III. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

IV. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing such policy.



The information provided in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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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.



Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 Media Liability Coverage for Authors
 New Business Application

Date

Signature*

Title

Authorized Representative

Authorized Representative

*This Application must be signed by the sole proprietor, owner, president, or principal of the **Applicant** and his/her counsel (if applicable) acting as the Authorized Representatives of the person(s) and entity(ies) proposed for this insurance.

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



BY COMPLETING THIS NEW BUSINESS APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE NEW BUSINESS APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, unless otherwise stated, the term "**Applicant**" means the entities or individuals stated in Question 1, Section I. GENERAL INFORMATION, below.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Production means any one production, multiple productions or a series of productions to be insured.
4. If multiple productions or a series of productions are to be insured, please respond to each question by attaching to this Application a complete response for each production or series of productions.
5. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Experience resume of its Producer and Executive Producer for Production;
 - Standard contract with authors, distributors, etc.;
 - Video/DVD copy of Production or copy(ies) of script(s) if Production is not complete;
 - Financial statement or budget for Production;
 - Advertising specimens for the named Production; and
 - Title Search and Report.

I. GENERAL INFORMATION:

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web address: _____
4. Name, Address and Title of Primary Contact: _____

 City: _____ State: _____ Zip Code: _____ Telephone: _____
5. The **Applicant** is:

<input type="checkbox"/> Individual	<input type="checkbox"/> Non-profit
<input type="checkbox"/> Corporation	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Partnership	<input type="checkbox"/> Publicly Traded
<input type="checkbox"/> Other: _____	
6. Year established: _____
7. Number of years operated under present ownership: _____
8. Are there other subsidiaries, affiliates or other related entity(ies) (including DBAs) for which coverage is desired? Yes No

If Yes, list all such locations on a separate sheet and attach it to this Application.

NOTE: Coverage is not afforded to any entity not scheduled in this section of the Application and not specifically named as an Insured on the policy.

9. a. Is **Applicant**: (i) wholly or partially owned by, affiliated with, or controlled by any other entity(ies) not previously listed in Question 1 or 8, or (ii) does **Applicant** wholly or partially own, operate, manage or control any other businesses not previously listed in Question 1 or 8? Yes No



If Yes to either Question 9.a. (i) or (ii) above, provide complete details:

- b. During the past five years, has the **Applicant's** name been changed, or has the **Applicant** purchased, merged or consolidated with any other business, or has the **Applicant** been purchased? Yes No

If Yes, please attach an explanation.

If Yes, if the **Applicant** purchased another business, was the purchase an "asset purchase" or did the **Applicant** also buy or accept any liabilities? Please explain:

II. SPECIFIC INFORMATION:

POLICY INFORMATION:

1. Coverage desired: Production Activities
 Limits of Liability desired:
 Each Claim or Related Claim: \$ _____
 Aggregate for all Claims and Related Claims: \$ _____
2. Retention Amount desired for each Claim or Related Claim:
 \$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____
3. Co-insurance percentage desired for Production Activities:
 20% Other: _____% N/A
4. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the **Applicant**.
5. a. **Applicant's** estimated total gross revenues and production costs/budget for the Production:
 Production Costs/Budget: _____ Estimated Gross Revenues: _____
 If multiple productions or series of productions are to be insured, please provide the information requested in this Question 5 for each production or series of productions on a separate sheet and attach it to this Application.
- b. Does **Applicant** offer/publish any information on-line? Yes No
 If Yes:
 (i) Describe content and format: _____
 (ii) Is it an interactive on-line service? Yes No
 (iii) What is the web address: _____
6. a. Title of Production to be insured: _____
 b. Estimated start date of principal filming: _____
 c. Estimated dates for first release or air date: _____
 If multiple productions or a series of productions are to be insured, please provide the information requested to this Question 6 for each production or series of productions on a separate sheet and attach it to this Application.
7. a. Type of production:

<input type="checkbox"/> Motion Picture for Theatrical Release	<input type="checkbox"/> Motion Picture for Television Release
<input type="checkbox"/> T.V. Series Number of episodes: _____	<input type="checkbox"/> T.V. Special Program Running Time: _____



<input type="checkbox"/> T.V Pilot Number of episodes: _____	<input type="checkbox"/> T.V. Docudrama Program Running Time: _____
<input type="checkbox"/> T.V. Mini-series Number of episodes: _____	<input type="checkbox"/> T.V. Daily Program Program Running Time: _____
<input type="checkbox"/> Music Video Program Running Time: _____	<input type="checkbox"/> T.V. Infomercial Program Running Time: _____
<input type="checkbox"/> Training Film	<input type="checkbox"/> Industrial Film
<input type="checkbox"/> Documentary	<input type="checkbox"/> T.V. Commercial
<input type="checkbox"/> Radio Program Number of episodes: _____	<input type="checkbox"/> Direct to Video/DVD Program Running Time: _____
<input type="checkbox"/> Other (e.g. theatrical stage presentation) Describe: _____	

b. Please list the distributor, network or cable outlet for each Production to be insured:

8. Summary of plot, including time frame and setting: _____

9. Name of Producer for each Production to be insured: _____

10. Name of Executive Producer for each Production to be insured: _____

11. Names of authors and writers of:

a. underlying works: _____

b. screenplays, etc.: _____

12. Production is:

- Entirely fictional
- Entirely fictional but inspired by real events or occurrences
- True portrayal of real events or occurrences
- True portrayal of real events or occurrences but includes some fictionalization
- Based on another work

Name of other work: _____

Have the necessary agreements from the owners of the other work been obtained? Yes No

Other (Please explain): _____

13. Production is:

<input type="checkbox"/> Drama	<input type="checkbox"/> Comedy	<input type="checkbox"/> Children's Show	<input type="checkbox"/> Documentary
<input type="checkbox"/> Reality	<input type="checkbox"/> Variety	<input type="checkbox"/> Game or Quiz	<input type="checkbox"/> Musical
<input type="checkbox"/> Investigative	<input type="checkbox"/> Animated	<input type="checkbox"/> Educational	<input type="checkbox"/> "How To"
<input type="checkbox"/> Commentary or Forum	<input type="checkbox"/> Sports	<input type="checkbox"/> Previously Released Film	
<input type="checkbox"/> Other (Please explain) _____			



14. **Applicant's** projected distribution:

<input type="checkbox"/> International	<input type="checkbox"/> National	<input type="checkbox"/> Regional	<input type="checkbox"/> Local
--	-----------------------------------	-----------------------------------	--------------------------------

15. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Production? Yes No

a. If Yes, please describe all such merchandise: _____

b. Have all necessary consents and licenses been obtained from performers, authors, artists, etc., to produce and distribute this merchandise? Yes No

c. Will appropriate trademark or other searches be made before merchandising characters or other matter that might be subject to trademark, unfair competition or other similar claims? Yes No

d. Is the merchandise being designed and/or produced by licensees of the **Applicant**? Yes No

If Yes, are the licensees providing warranties and indemnities that their contributions to the design, marketing and production of the merchandise and packaging will not infringe upon the rights of others? Yes No

III. RISK MANAGEMENT PROCEDURES:

1. **Applicant's** attorney (individual's name): _____

Firm name and address: _____

Years of experience: _____

Phone: _____ Fax: _____ Email: _____

2. Has the **Applicant's** attorney read the Clearance Procedures attached to this Application? Yes No

3. a. Does **Applicant** maintain written clearance guidelines for obtaining all necessary releases, licenses, and consents? Yes No

If Yes, please provide a copy of clearance guidelines with this Application.

b. Has the **Applicant's** attorney approved as adequate the clearance procedures used by the **Applicant** in connection with the Production? Yes No

If No, have the producer and attorney arranged that the producer will give the attorney adequate information and materials to approve clearance procedures prior to the completion of the Production? Yes No

If No to any part of this question, please describe all clearance procedures that the attorney has not yet approved (such as chain of title, script clearance, or review of contracts):

4. Does the **Applicant** have a process for processing unsolicited submissions? Yes No

If Yes, please provide a copy of this process.

5. Is the name or likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in the Production? Yes No

If Yes, have clearances been obtained in all cases? Yes No

If clearances have not been obtained, please explain: _____

6. Is the name or likeness of any deceased person used or is any deceased person portrayed (with or without name or likeness) in the Production? Yes No

If Yes, have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights? Yes No

If clearances have not been obtained, please explain: _____



7. Is there any reasonable expectation that a living person could claim to be identifiable in the Production, whether or not the person's name or likeness is used or the Production purports to be fictional? Yes No
 If Yes, has a release been obtained from such person? Yes No
 If a release has not been obtained from such person, please explain: _____

8. Has the **Applicant** or any of its agents or predecessors failed to obtain an agreement or release after bargaining for:
 a. any rights in literary, musical or other material; or Yes No
 b. releases from any persons in connection with the Production? Yes No
9. Has a title report been obtained from any title clearance service? Yes No
 If Yes, please attach copy of the title report.
10. Has a copyright report been obtained? Yes No
 If Yes, are there any ambiguities or gaps in the line of copyright ownership ("chain of title")? _____

 If No, please explain why not: _____

11. Is there any literary or other material in the production that was copyrighted in the United States before January 1, 1978? Yes No
 If Yes, please explain: _____

12. Are any clips (film or video excerpts from other sources) or photographs used in this Production? Yes No
 If Yes, have all licenses and consents for the clips been obtained? Yes No
 If No, please explain: _____

13. Has a script research report been obtained (to clear character and business names, etc.)? Yes No
 If Yes, have suggested changes been made and suggested permissions obtained? Yes No
 If No to either question, please explain: _____

14. Have musical rights been cleared? Yes No
 a. Recording and synchronization rights? Yes No
 b. Performing rights? Yes No
 c. Right to distribute for all forms contemplated (home video/DVD/CD/Soundtrack/cassette or any other technology that may be developed in the future, etc.)? Yes No
 d. If any part is answered **No**, will these rights be obtained prior to release? Yes No
15. Does **Applicant** require a hold harmless agreement with respect to music, programming, advertising or other information obtained from third parties? Yes No
16. a. Are products used in any Production listed in Question 6.a. of Section II of this Application? Yes No
 If Yes, does **Applicant** obtain releases from owners of these products? Yes No
 b. If **Applicant** uses product placement in its Productions, but does not obtain revenue from the owners of those products or trademarks, does **Applicant** obtain signed releases from the owners of those products or trademarks in the course of making the Productions? Yes No
17. If original music was commissioned, have a warranty of originality and an indemnity against third party claims been obtained from the composer? Yes No



IV. PRIOR INSURANCE, OTHER INSURANCE, LOSS HISTORY AND PRIOR KNOWLEDGE:

1. Does the **Applicant** have producer liability insurance currently in force? Yes No
 a. If Yes to Question 1, is Advertising Injury coverage included? Yes No
 b. If Yes to Question 1, complete the chart below for the past five (5) years:

<u>LIABILITY INSURER</u>	<u>POLICY PERIOD</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>	<u># CLAIMS</u>
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____

2. MISSOURI APPLICANTS/AGENTS - DO NOT ANSWER QUESTION 2.

Has the **Applicant** ever had an application for producer liability insurance declined, or had a producer liability policy canceled or non-renewed by the insurer? Yes No

If Yes, please attach an explanation.

3. Does the **Applicant** maintain a comprehensive general liability policy? Yes No

If Yes, please provide the following information:

Name of Insurer: _____

Policy Period: _____ Limit: _____

Is Personal Injury coverage included? Yes No

Is Product Liability coverage included? Yes No

LOSS HISTORY:

4. In the past ten (10) years, has the **Applicant** or any of its subsidiaries been sued, threatened with suit or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry, or trespass? Yes No

If Yes, please attach a description detailing the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition.

5. Please attach a list (including the status) of all producer liability claims made during the past five (5) years against the **Applicant** or any of its subsidiaries, or any director, officer, employee, partner, agent or independent contractor of the **Applicant**, or any director, officer, employee, partner, agent or independent contractor of any of its subsidiaries.

If none, please check here: None

6. After inquiry, do any of the principals, partners, officers, directors, or employees of the **Applicant** or any other proposed insured have knowledge or information about any act, error or omission which might reasonably be expected to give rise to a future claim which would fall within the scope of the proposed insurance? Yes No

If Yes, please attach a description which provides full details.

Without prejudice to any other rights and remedies of the Company, any claim arising from any Claims, facts, circumstances or situations required to be disclosed in response to 4, 5, and 6 above is excluded from the proposed insurance.



V. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

VI. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing such policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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 and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to Maine, Tennessee, Virginia and Washington 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.

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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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand



Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 New Business Application
 for Producers Liability Coverage

(5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>	
Agent: _____	Agency: _____
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____
<u>Submitted By:</u>	
Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____



Clearance Procedures

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

1. **Applicant** and its counsel should monitor the Production at all stages, from inception through final cut, with a view to eliminating material that could give rise to a claim.

Consideration should be given to the likelihood of any claim or litigation. Is there a potential claimant portrayed in the Production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the Production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered during all clearance procedures.

2. The Producer and the lawyer need to read the script prior to commencement of Production to eliminate matter that is defamatory, invades privacy or is otherwise potentially actionable.
3. A script research report should also be prepared *before* filming to alert the Producer to potential problems. Such problems may include: names of fictional characters that are coincidentally similar to real people; script references to real products, businesses or people if not cleared; or uses of copyrighted or other protected materials, etc. Fictional character names should be checked in relevant telephone directories, professional directories or other sources to minimize the risk of accidental identification of real people. Similar checks should be done for the names of businesses, organizations and products used in the Production. Special care should be taken to check names of person, businesses, etc., that are negatively portrayed. The Producer also must be alert to elements that do not appear in the script (such as art works used on the set) but that may need clearances.
4. If the Production is a documentary and there is no script, the Producer should provide its counsel with a detailed synopsis of the project in advance of production. (If it is a documentary series, the lawyer should receive a detailed synopsis of each episode.) If the Production will involve negative statements about people or businesses, the Producer should provide counsel with full details about the allegations and their merit. Problem statements can then be identified and thus avoided while filming. During filming, the Producer should be careful to avoid (or consult with counsel about) possible problem areas. (Examples include: filming identifiable copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed, or minors.) Relevant laws differ from place to place: some jurisdictions have very restrictive rules about filming persons, signs, buildings, public art, etc. Also, be careful to avoid narration or editing that accidentally implies negative things about pictured people, products and businesses.
5. A copyright report on the underlying script, book or other work must be obtained, unless the work is an unpublished original, not based on any other work, and it is certain that it was not optioned or licensed to others prior to the **Applicant's** acquisition of rights. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made of copyright and renewals on any copyrighted underlying property.
6. The origins of the work should be ascertained — basic idea, sequence of events and characters. Have submissions of any similar properties been received by the **Applicant** or someone closely involved with the Production? If so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
7. Prior to final title selection, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS A RECENT TITLE REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE COMPANY.**



8. Whether the Production is fictional or factual, the names, faces and likenesses of any recognizable living persons should not be used unless written releases have been obtained. A release is unnecessary if a person is part of a crowd scene or shown in a fleeting background. Releases can only be dispensed with if the **Applicant** provides the Company with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Company. The term "living persons" includes thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
9. All releases must give the **Applicant** the rights to edit, modify, add to and/or delete material, juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/or answers given, fictionalize persons or events, and make any other changes in the film that the **Applicant** deems appropriate. If a minor, consent has to be legally binding.
10. If music (pre-existing or original) is used, the **Applicant** must obtain all necessary synchronization and performance licenses from copyright proprietors. All necessary licenses must also be obtained for recordings of such music.
11. Written agreements must exist between the **Applicant** and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted works) or on-screen services.
12. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if such real property is seen only as non-distinctive background.
13. If the Production involves actual events, it should be ascertained that the author's major sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, etc.).
14. Shooting script and rough-cuts should be checked to assure compliance with all of the above. During photography, persons might be photographed on location, dialogue added or other matter included that was not originally contemplated.
15. If the intent is to use the Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the Production must include the above rights and must be obtained from all writers, directors, actors, musicians, composers and others necessary therefore, including proprietors of underlying materials.
16. Film/video clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip, as well as licenses from all persons rendering services in or supplying material contained in the clip; e.g., owners of underlying literary rights, writers, directors, actors, music owners or musicians. Special attention should be paid to music rights as music owners often take the position that new synchronization and performance licenses are required.
17. Living persons and even the deceased (through their personal representatives or heirs) may have a "right of publicity." Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Company in an attachment to the Application.



3. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the Parent Organization.

4. Does the **Applicant** anticipate in the next twelve (12) months:

- a. Establishing or entering into any related or unrelated ventures which are a material change in operations? Yes No
- b. Providing any new e-commerce products or services? Yes No

If Yes to 4.a. or 4.b., please provide full details on a separate sheet.

5. Who is the contact person for a network security self-assessment:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

III. COMPANY STATISTICS AND NATURE OF APPLICANT'S INTERNET ACTIVITIES:

1. Have there been any changes to the technology services or products the **Applicant** provides to third parties since the date of the last signed application submitted to the Company? Yes No

If Yes, attach an explanation of these services and quantify the revenue associated with them.

2. Do third parties rely on the availability of the **Applicant's** web site(s) in order to transact business? Yes No

If Yes, please indicate below whether business or consumer and how much of their revenue is dependent upon use of the **Applicant's** web site(s).

Business-to-Business: _____

Business-to-Consumer: _____

IV. PRIVACY POLICIES AND PROCEDURES:

1. Does the **Applicant** have procedures in place to ensure compliance with privacy legislation (such as the Health Insurance Portability and Accountability—HIPAA, the Gramm-Leach-Bliley Act or other applicable legislation) with respect to the protection of confidential information? Yes No

2. Does the Applicant collect, receive, transmit, or store confidential customer information (e.g. social security number, drivers' license number, bank account number, credit or debit card number, etc.)? Yes No

If Yes, does the **Applicant** sell, share or otherwise disclose this personal information to third parties? Yes No

3. Does the **Applicant** have a privacy policy posted on all of their web sites? Yes No

If Yes, has the privacy policy been reviewed and approved by General Counsel? Yes No

V. INFORMATION SECURITY POLICIES AND PROCEDURES:

1. Does the **Applicant** maintain an information systems security policy? Yes No

2. Does the **Applicant** have a laptop security policy? Yes No

3. Does the **Applicant** store sensitive data on web servers? Yes No

4. Does the **Applicant** have a computer security breach Incident Response Plan (IRP)? Yes No

5. Are penetration tests conducted on the **Applicant's** network at least annually? Yes No

VI. THIRD PARTY SERVICE PROVIDERS:

1. Is the infrastructure of the **Applicant's** web site hosted by a third party, or is the content of the **Applicant's** website managed by a third party? Yes No



- 2. Does the **Applicant** use the services of an ASP? Yes No
 - 3. Does the **Applicant** outsource infrastructure operations? Yes No
 - 4. Does the **Applicant** use the services of a third party for off-site backup and/or archiving of electronic data? Yes No
 - 5. Does the **Applicant** require resolution of non-compliance issues within a stipulated time period? Yes No
- If Yes to any of the above in questions VI., 1 through 5, does the agreement require a level of security commensurate with the **Applicant's** information systems security policy? Yes No

VII. AUDITING PRACTICES:

- 1. Has the **Applicant** had an external network security assessment conducted within the last 12 months? Yes No
 If Yes, by whom? _____; and
 If Yes, have all critical recommendations been complied with? Yes No

VIII. COMPUTER SECURITY INCIDENT AND LOSS HISTORY:

- 1. If the **Applicant** has had any computer security incidents since the date of the last signed application submitted to the Company (incident refers to any unauthorized access, intrusion, breach, compromise or use of the **Applicant's** computer systems, including theft of money, proprietary information, or confidential customer information, denial of service, electronic vandalism or sabotage, computer virus or other computer incidents); respond to the following:
 - a. Was the **Applicant** specifically targeted? Yes No
 - b. What were the direct costs associated with all computer attacks? _____
 - c. Have any of the computer attacks resulted in unauthorized access to, or corruption or erasure of, data? Yes No
 - d. Has the **Applicant** experienced a security breach that required notification of customers or other third parties? Yes No

IX. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Renewal Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

X. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Renewal Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Renewal Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Renewal Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare that to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Renewal Application and in any attachments or other documents submitted with this Renewal Application are true and complete. The undersigned agree that this Renewal Application, such attachments and other documents, and all other signed applications submitted by the **Applicant** to the Company for the proposed insurance or any other insurance contract of which the proposed insurance is a direct or indirect renewal or replacement shall be the basis of the insurance policy should a policy providing the requested coverage be issued; that all such materials shall be deemed to be attached to and shall form a part of any such policy; and that the Company will have relied on all such materials in issuing any such policy.

The information requested in this Renewal Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.



Chubb Group of Insurance Companies
15 Mountain View Rd.
Warren, NJ 07059

CYBERLITE FOR MEDIASM
by CHUBB
Renewal Application

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 Warren, NJ 07059

CYBERLITE FOR MEDIASM
by CHUBB
 Renewal Application

Date

Signature*

Title

Chief Executive Officer

Chief Financial or Chief
Information Officer

*This Renewal Application must be signed by the chief executive officer and chief financial officer or the chief information officer of the Parent Organization acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



BY COMPLETING THIS RENEWAL APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE RENEWAL APPLICATION CAREFULLY BEFORE SIGNING.

RENEWAL APPLICATION INSTRUCTIONS:

1. Whenever used in this Renewal Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries, unless otherwise stated.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Completed, signed and dated Cyberlite For MediaSM By Chubb Application if unauthorized internet access coverage is requested;
 - List of all productions now owned or in distribution by **Applicant** or attach complete catalog and sales sheet describing same;
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization; and
 - A list of all subsidiaries, showing date created or acquired, state of incorporation, percentage ownership, nature of business, and total revenues, assets, and net income for the most recent year end financials.

I. GENERAL INFORMATION:

1. Name of **Applicant** (as stated on the Renewal Application for Media Liability Insurance, attached hereto and made a part hereof):

2. Address of **Applicant's** Principal Office: _____
 City: _____ State: _____ Zip Code: _____ County: _____
 Telephone: _____

II. SPECIFIC INFORMATION:

1. Since the submission date of the last Supplemental (or Renewal) Application to the Company has the **Applicant's** estimated number and types of productions to be distributed annually changed? Yes No
 If Yes, please describe: _____
2. Please describe the following:
 - a. The planned distribution and exhibition of productions to be insured: _____
 - b. The territory in which the productions are to be distributed: _____
 - c. The rights acquired (theatrical, television, pay-TV, etc.): _____
3. Have all productions been previously exhibited? Yes No
 If Yes, please describe where and when each production was released: _____



PROCEDURES:

4. Is the name or likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in any production? Yes No
 If Yes, have clearances been obtained in all cases? Yes No
5. Are actual events portrayed in any production? Yes No
 If Yes, please describe fully: _____
6. Since the submission date of the last Supplemental (or Renewal) Application to the Company has **Applicant's** attorney who clears acquisitions, rights & contracts changed? Yes No
 If Yes, please describe: _____
7. Did **Applicant's** attorney approve as adequate the steps taken for clearance procedures in connection with the acquisition of each production? Yes No
 If No, please explain: _____
8. Does **Applicant** obtain full indemnities from sellers or licensors against liability arising out of the distribution, exhibition or other use of the productions distributed? Yes No
 If No, please explain: _____
9. Does **Applicant** require seller or licensor to maintain current and continuous in-force producers' Errors & Omissions liability insurance on each production acquired for distribution? Yes No
 If No, please explain: _____
10. Does **Applicant** generally finance or otherwise participate in production of films distributed? Yes No
 If Yes, please explain: _____
11. a. Number of productions presently on hand for distribution: _____
 b. Average number of additional productions to be acquired per year: _____

FINANCIAL INFORMATION:

12. Estimated total gross annual operating sales or revenues from all companies wholly or partially owned by, affiliated with, or controlled by **Applicant, including all Distributor entities or operations to be covered by the proposed policy:**

	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
U.S. Operations (including territories):	\$ _____	\$ _____
Non-U.S. Operations:	\$ _____	\$ _____

III. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Renewal Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

IV. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Renewal Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Renewal Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Renewal Application.



The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Renewal Application and any attachments or information submitted with this Renewal Application, are true and complete. The undersigned agree that this Renewal Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Renewal Application, its attachments, and such other information submitted therewith in issuing such policy.

The information provided in this Renewal Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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 and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to Maine, Tennessee, Virginia and Washington 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 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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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



Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 Renewal Application
 for Distributor Liability Coverage

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Renewal Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>		
Agent: _____	Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____
<u>Submitted By:</u>		
Agency: _____		
Agency Taxpayer ID or SS No.: _____ Agent License No.: _____		
Address: _____		
City: _____	State: _____	Zip: _____



BY COMPLETING THIS RENEWAL APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE RENEWAL APPLICATION CAREFULLY BEFORE SIGNING.

RENEWAL APPLICATION INSTRUCTIONS:

1. Whenever used in this Renewal Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries, unless otherwise stated.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Completed, signed and dated Cyberlite For MediaSM By Chubb Application if unauthorized internet access coverage is requested;
 - Any hold harmless agreement(s) **Applicant** has entered into for any Internet Activity;
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization; and
 - A list of all subsidiaries, showing date created or acquired, state of incorporation, percentage ownership, nature of business, and total revenues, assets, and net income for the most recent year end financials.

I. GENERAL INFORMATION:

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____

II. SPECIFIC INFORMATION:

INTERNET ACTIVITIES:

1. Since the submission date of the last Application to the Company has **Applicant's** top five (5) internet site(s) by "hits" or "related to your largest Gross Revenue producing properties" for which coverage is sought, changed? Yes No
 If Yes, please describe in detail any additions or subtractions to that top five (5) list: _____

RISK MANAGEMENT:

2. Does **Applicant** have a written policy and procedure regarding the posting of content on the internet site(s) identified in this Renewal Application? Yes No
3. Does **Applicant** require review of content by legal counsel or by management for potential legal exposures prior to allowing that content to be posted on its internet site(s)? Yes No
4. Does **Applicant** have "take-down" procedures in place for removing from its internet site(s) any content that infringes or potentially infringes on copyrights held by third parties? Yes No

OPTIONAL COVERAGES (additional premium will apply):

5. Does **Applicant** desire coverage for the content of email originating from it or its employees? Yes No
 If Yes, please identify the domain name from which all such email originates: _____
 Does **Applicant** have written guidelines regarding appropriate use of company email? Yes No



6. Does **Applicant** desire coverage for any other publications or communications, not identified above? Yes No
 If Yes, please attach copies, or describe such publications or communications if copies are not available: _____

III. PRIOR INSURANCE, OTHER INSURANCE AND LOSS HISTORY:

1. Does the **Applicant** maintain a comprehensive general liability policy? Yes No
 If Yes, please provide the following information:
 Name of Insurer: _____
 Policy Period: _____ Limit: _____
 Is Personal Injury coverage included? Yes No
 Is Product Liability coverage included? Yes No

LOSS HISTORY:

2. Since the submission date of the last Application to the Company has **Applicant** or any of its subsidiaries been sued, threatened with suit or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark or infliction of emotional distress? Yes No
 If Yes, please describe in detail the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition:

IV. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Renewal Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

V. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

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The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Renewal Application and any attachments or information submitted with this Renewal Application, are true and complete. The undersigned agree that this Renewal Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Renewal Application, its attachments, and such other information submitted therewith in issuing such policy.

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Date

Signature*

Title

Chief Executive Officer

Chief Financial or Chief
Information Officer

*This Renewal Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.



Chubb Group of Insurance Companies
15 Mountain View Rd.
Warren, NJ 07059

MEDIAGUARDSM by CHUBB
Renewal Application
for Internet Liability Coverage

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



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RENEWAL APPLICATION INSTRUCTIONS:

1. Whenever used in this Renewal Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries.
2. Complete only those sections that are applicable to the **Applicant**, and check the appropriate box.
3. For those **Applicants** *only* applying for Production Activities or Internet Activities coverage, please complete a separate renewal application form for each. *Do not complete this form.*
4. Attach a copy of the following:
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization;
 - Standard release forms;
 - Brochure or list of current book titles, programming, etc.;
 - Copies of standard contracts with authors, free-lance writers, distributors, advertisers, actors, employees, etc.;
 - Copy of rate card for current broadcast stations; and
 - A list of all subsidiaries, showing date created or acquired, state of incorporation, percentage ownership, nature of business, and total revenues, assets, and net income for the most recent year end financials.

I. GENERAL APPLICANT INFORMATION:

1. Name of **Applicant**: _____
2. Address of **Applicant**: _____
 City: _____ State: _____ Zip Code: _____ Telephone: _____
3. Web address: _____

II. GENERAL POLICY INFORMATION:

POLICY INFORMATION:

1. Please indicate below for which coverages the **Applicant** seeks renewal:
 - Media Activities;
 - Covered Subpoena (for NewsMedia Organizations only)
 - Production Activities (Please complete separate Renewal Application)
 - Internet Activities (Please complete separate Renewal Application)
2. Limits of Liability desired:
 - Each Claim or Related Claim: \$ _____
 - Aggregate for all Claims, Related Claims and Covered Subpoenas: \$ _____
3. Retention Amount desired for each Claim or Related Claim:
 - \$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____
4. Retention Amount desired for each Covered Subpoena:



\$10,000 Other: \$ _____

5. Co-insurance percentage desired for each Covered Subpoena, Claim or Related Claim:

20% Other: _____%

6. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the **Applicant**.

7. Describe Media Activities to be insured: _____

8. Since the submission date of the last Application to the Company, have any of the following events occurred:

- a. Changes to the **Applicant's** principals? Yes No
- b. Changes to the **Applicant's** name? Yes No
- c. Changes to the location of the **Applicant's** office(s)? Yes No
- d. Expansion of operations to additional states or countries? Yes No
- e. Formation of a new subsidiary organization? Yes No
- f. Acquisition of, or merger with, any other firm or organization? Yes No
- g. Purchase of the **Applicant** by any other firm or organization? Yes No
- h. Undertaking new areas of business? Yes No
- i. Branch, location, facility, office, or subsidiary closings, consolidations or layoffs? Yes No
- j. Reorganization or arrangement with creditors under federal or state law? Yes No

If Yes to any part of Question 8, please describe the essential terms of each such transaction as an attachment.

9. Since the submission date of the last Application to the Company have there been any changes in: (i) the nature of **Applicant's** Media Activities to be insured, as described in the response to Question 7 above, or (ii) the size of the **Applicant's** revenue base? Yes No

If Yes, please attach an explanation. Changes in size of less than 25% need not be explained.

COVERED MEDIA / OPERATIONS INFORMATION:

(Only complete applicable section(s) and add attachments, if needed.)

A. ADVERTISER LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. Since the submission date of the last Application to the Company has the **Applicant** changed, or does it contemplate during the next twelve (12) months, changing any of the following listed below:

- a. **Applicant's** business and the types of products or services **Applicant** provides? Yes No
- b. **Applicant's** advertising agency(ies) used? Yes No

If Yes, please explain: _____

2. Provide the approximate percentage of gross revenues estimated for the coming year for the following activities:

_____ % Radio _____ % Magazines _____ % Billboards
 _____ % Television _____ % Catalog/Mail orders _____ % Newspapers



_____ % Internet _____ % Flyers _____ % Other – specify: _____

B. ADVERTISING AGENCY LIABILITY:

Please check: Applicable N/A If N/A proceed to next section.

1. Since the submission date of the last Application to the Company has the nature of the **Applicant's** business changed, including any areas of specialization? Yes No

If Yes, please explain: _____

2. Since the submission date of the last Application to the Company has the **Applicant's** major client list changed? Yes No

If Yes, please list all additions and subtractions to **Applicant's** major client list and provide a description of each business: _____

3. Provide the approximate percentage of gross revenues estimated for the coming year for the following activities:

_____ % Public relations consultant	_____ % Mail order catalog
_____ % Printing	_____ % Broadcasting
_____ % Production of films, radio or television programs	
_____ % Photo Service	_____ % Package/display/product design
_____ % Promotions/sweepstakes development	_____ % Music service
_____ % Web site design	_____ % Market research
_____ % Web hosting	_____ % Media buying
_____ % Publishing	_____ % Direct marketing
_____ % Product testing	_____ % Comparative advertising
_____ % Live Events	_____ % Public Relations Consulting
_____ % Other – specify: _____	

C. BOOK PUBLISHING LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. Since the submission date of the last Application to the Company have the types of books published changed? Yes No

If Yes, please provide approximate percentage for each of the following categories:

_____ % Textbooks	_____ % Poetry
_____ % Children's	_____ % How-to-do-it
_____ % Current, biography, autobiography	_____ % Technical
_____ % History, biography	_____ % Religious
_____ % Investigative reporting, exposé	_____ % Social, political commentary
_____ % Classics	_____ % Celebrity
_____ % Fiction	_____ % Other – specify: _____

100% **TOTAL**

2. For current fiscal year, specify number of:
 Original titles: _____ Reprints: _____ Titles distributed for others: _____



D. BROADCASTER LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

RADIO BROADCASTING:

1. Since the submission date of the last Application to the Company has **Applicant's** ownership or operations of radio stations changed? Yes No

If Yes, please describe: _____

TELEVISION BROADCASTING:

2. Since the submission date of the last Application to the Company has **Applicant's** ownership or operations of television stations changed? Yes No

If Yes, please describe: _____

CABLECASTING:

3. Since the submission date of the last Application to the Company have there been any changes to the **Applicant's** cablecasting systems? Yes No

If Yes, please describe: _____

E. MAGAZINE & PERIODICAL PUBLISHER LIABILITY COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. a. Since the submission date of the last Application to the Company has **Applicant's** ownership or operations of magazines & periodicals changed? Yes No

If Yes, please describe: _____

- b. Check primary circulation area:

International National Rural Suburban Metro Regional Campus

Controlled Circulation Other – specify: _____

F. NEWSPAPER PUBLISHING COVERAGE:

Please check: Applicable N/A If N/A proceed to next section.

1. a. Since the submission date of the last Application to the Company has **Applicant's** ownership or operations of print publications changed? Yes No

If Yes, please describe: _____

- b. Check primary circulation area:

International National Regional Metro Suburban Rural Campus

Controlled Circulation Shopper Web Site Other – specify: _____

G. AUTHOR LIABILITY COVERAGE:

If applicable, please complete separate Media Liability Coverage for Authors Application.

H. DISTRIBUTOR LIABILITY COVERAGE:

If applicable, please complete separate Renewal Application.



I. MUSIC LIABILITY COVERAGE:

If applicable, please complete separate Renewal Application.

III. RISK MANAGEMENT PROCEDURES (FOR ALL APPLICANTS):

1. a. Since the submission date of the last Application to the Company has **Applicant's** in-house legal counsel changed? Yes No
 If Yes, please describe: _____
- b. Since the submission date of the last Application to the Company has **Applicant's** practice regarding the retention of outside counsel for advice regarding potential liabilities arising out of newsgathering or out of the publication, production, dissemination or broadcast of material or content, changed? Yes No
 If Yes, please describe: _____
2. a. Since the submission date of the last Application to the Company has **Applicant's** policy and practice regarding review and **editing** of articles, broadcasts, or other communications prior to publication, including the names of the individuals conducting the review and their experience, as well as the procedures/guidelines for referring to outside counsel, changed? Yes No
 If Yes, please describe: _____
- b. Since the submission date of the last Application to the Company has **Applicant's** policy and practice regarding **legal review** of articles, broadcasts, or other communications prior to publication, including the name of the outside counsel, years of experience, and how often outside counsel is used to conduct reviews, changed? Yes No
 If Yes, please describe: _____
3. Since the submission date of the last Application to the Company has **Applicant's** policy and practice regarding the processing of and response to requests for retraction or correction changed? Yes No

IV. MISCELLANEOUS: *Please check:* Applicable N/A *If N/A proceed to next section.*

1. Other published materials since the submission date of the **Applicant's** last Application to the Company: (i.e., charts, graphs, maps, audio-visual aids, greeting cards, brochures, etc.)

Type:

V. FINANCIAL INFORMATION:

All Applicants Must Complete This Section. Note: Financial Information for Distributor Liability and Music Liability Should be Completed Separately Under the Renewal Applications for Distributor Liability and Music Liability.

1. Estimated total gross annual operating sales or revenues from all companies wholly or partially owned by, affiliated with, associated with, or controlled by **Applicant**, **derived from the following media activities to be covered by the proposed policy:**



Activity For Which Coverage Is Sought:	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
1. Advertiser Liability:	\$ _____	\$ _____
2. Advertising Agency Liability:	\$ _____	\$ _____
3. Book publishing:	\$ _____	\$ _____
4. Broadcasting (Radio):	\$ _____	\$ _____
5. Broadcasting (Television):	\$ _____	\$ _____
6. Cablecasting:	\$ _____	\$ _____
7. Magazine or Periodical Publishing:	\$ _____	\$ _____
8. Newspaper Publishing:	\$ _____	\$ _____
9. Miscellaneous: please describe: _____	\$ _____	\$ _____
TOTAL:	\$ _____	\$ _____

2. Estimated total gross annual sales or revenues for the coming year for **media activities to be covered** by the proposed policy:

	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
1. United States:	\$ _____	\$ _____
2. Canada:	\$ _____	\$ _____
3. United Kingdom:	\$ _____	\$ _____
4. Australia:	\$ _____	\$ _____
5. Asia:	\$ _____	\$ _____
6. Europe:	\$ _____	\$ _____
7. Other countries – specify: _____	\$ _____	\$ _____
TOTAL:	\$ _____	\$ _____

VI. LOSS HISTORY:

1. Since the submission date of the last Application to the Company has **Applicant** or any of its subsidiaries been sued, threatened with suit or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry, or trespass?

Yes No



If Yes, please describe in detail the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition:

VII. MATERIAL CHANGE:

If any information provided in this Renewal Application changes materially before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

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MEDIAGUARDSM by CHUBB
 Renewal Application
 for Media Liability Coverage

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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Chief Executive Officer</u>
_____	_____	<u>Chief Financial or Chief Information Officer</u>

*This Renewal Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>		
Agent: _____	Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____
<u>Submitted By:</u>		
Agency: _____		
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____



BY COMPLETING THIS RENEWAL APPLICATION THE APPLICANT IS APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE RENEWAL APPLICATION CAREFULLY BEFORE SIGNING.

RENEWAL APPLICATION INSTRUCTIONS:

1. Whenever used in this Renewal Application, unless otherwise stated, the term "**Applicant**" means the entities or individuals stated in Question 1, Section I. GENERAL INFORMATION, below.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Experience resumes of its principal officer and partners, if under three years;
 - Standard contracts with songwriters, distributors, and employees;
 - Contracts with entities from which it obtained hold harmless agreements;
 - A list of all subsidiaries, showing date created or acquired, state of incorporation, percentage ownership, nature of business, and total revenues, assets, and net income for the most recent year end financials; and
 - Any general information that would be helpful in evaluating the **Applicant**.

I. GENERAL INFORMATION:

1. Name of **Applicant**:

II. SPECIFIC INFORMATION:

1. **Applicant's** total annual gross revenues:

Performance: \$ _____	Producing: \$ _____
Songwriting: \$ _____	Recording: \$ _____
Music Publishing: \$ _____	Distributing: \$ _____
Other: \$ _____	
2. Number of musical compositions in **Applicant's** catalog: _____
3. Public domain musical compositions in **Applicant** catalog: _____ %
 Original musical compositions in **Applicant** catalog: _____ %
 Arrangements of public domain musical compositions in **Applicant** catalog: _____ %
4. Does **Applicant** continue to obtain licenses and consents from:

Songwriters of musical compositions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other music owners, including the rights for the:	
Lyrics?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Music?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Recording or mechanical rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Synchronization rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Performance rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Soundtrack, CD, cassette?	<input type="checkbox"/> Yes <input type="checkbox"/> No



- Videotape, videocassette or videodisc? Yes No
- Future technologies? Yes No
- Downloadable formats? Yes No
- Cell phone ring tones or similar uses? Yes No
- Performers? Yes No

5. If **Applicant** answered No to any question in Question 4 above, please explain: _____

6. If **Applicant** answered No to any question in Question 4 above, does **Applicant** have the right, license or consent to use the: (i) songwriter's, (ii) other music owner's, or (iii) performer's catalog for other purposes, such as film production, television programming, commercials or advertising? Yes No

Please explain: _____

7. If **Applicant** answered No to any question in Question 4 above, does **Applicant** have the right, license or consent to publish the: (i) songwriter's, (ii) other music owner's, or (iii) performer's music as a score, arrangement or orchestration for resale? Yes No

Please explain: _____

8. Does the **Applicant** sample other music? Yes No

9. Does **Applicant** consult with a musicologist with respect to original music created? Yes No

III. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Renewal Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

IV. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Renewal Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Renewal Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Renewal Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Renewal Application and any attachments or information submitted with this Renewal Application, are true and complete. The undersigned agree that this Renewal Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Renewal Application, its attachments, and such other information submitted therewith in issuing such policy.

The information provided in this Renewal Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

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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 policy holder or claimant for the purpose



of defrauding or attempting to defraud the policy holder 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.

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Date	Signature*	Title
_____	_____	<u>Authorized Representative</u>
_____	_____	<u>Authorized Representative</u>

*This Renewal Application must be signed by the sole proprietor, owner, president, or principal of the **Applicant** and his/her counsel (if applicable) acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.



Chubb Group of Insurance Companies
15 Mountain View Rd.
Warren, NJ 07059

MEDIAGUARDSM by CHUBB
Renewal Application
for Music Liability Coverage

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



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SUPPLEMENTAL APPLICATION INSTRUCTIONS:

1. Whenever used in this Supplemental Application, unless otherwise stated, the term "**Applicant**" means the Parent Organization and all of its Subsidiaries, unless otherwise stated.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Completed, signed and dated *Cyberlite For MediaSM* By Chubb Application if unauthorized internet access coverage is requested;
 - List of all productions now owned or in distribution by **Applicant** or attach complete catalog and sales sheet describing same;
 - Description of procedure for checking accuracy, infringements, etc.;
 - Description of procedure for processing unsolicited ideas, scripts, screenplays, etc.;
 - Standard forms of agreement utilized by **Applicant**;
 - Current audited financial statement, annual report and/or 10K, or complete operating budget if **Applicant** is a non-profit organization;
 - Experience resume(s) of principal officers, partners or individuals of **Applicant** if **Applicant** has been in operation for less than three (3) years; and
 - Any general information that would be helpful in evaluating the **Applicant**.

I. GENERAL INFORMATION:

1. Name of **Applicant** (as stated on the Application for Media Liability Insurance, attached hereto and made a part hereof):

2. Address of **Applicant's** Principal Office: _____
 City: _____ State: _____ Zip Code: _____ County: _____
 Telephone: _____

II. SPECIFIC INFORMATION:

1. Name and titles of principal officers, partners or individuals: _____

2. Estimated number and types of productions to be distributed annually:

_____ Features for theatrical release	_____ Mini-series & docu-dramas
_____ Features for television release	_____ Documentaries
_____ Television pilots and specials	_____ Industrial & training films
_____ Television series	_____ Short subjects
_____ Episodes of series	_____ Other – specify: _____



3. Describe in detail the planned distribution and exhibition of productions to be insured: _____

4. The territory in which the productions are to be distributed: _____
5. Rights acquired (theatrical, television, pay-TV, etc.): _____

6. Have all productions been previously exhibited? Yes No
 If Yes, please describe where and when each production was released: _____

PROCEDURES:

7. Is the name or likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in any production? Yes No
 If Yes, have clearances been obtained in all cases? Yes No
8. Are actual events portrayed in any production? Yes No
 If Yes, please describe fully: _____

9. Name, address & telephone number of **Applicant's** attorney who clears acquisitions, rights & contracts:
 Firm: _____ Address: _____
 Individual: _____ Telephone: _____
10. Did **Applicant's** attorney approve as adequate the steps taken for clearance procedures in connection with the acquisition of each production? Yes No
 If No, please explain: _____
11. Does **Applicant** obtain full indemnities from sellers or licensors against liability arising out of the distribution, exhibition or other use of the productions distributed? Yes No
 If No, please explain: _____
12. Does **Applicant** require seller or licensor to maintain current and continuous in-force producers' Errors & Omissions liability insurance on each production acquired for distribution? Yes No
 If No, please explain: _____
13. Does **Applicant** generally finance or otherwise participate in production of films distributed? Yes No
 If Yes, please explain: _____
14. a. Number of productions presently on hand for distribution: _____
 b. Average number of additional productions to be acquired per year: _____
15. List of professional societies and trade associations of which **Applicant** is a member or officer: _____



FINANCIAL INFORMATION:

16. Estimated total gross annual operating sales or revenues from all companies wholly or partially owned by, affiliated with, or controlled by **Applicant**, including those entities or operations not to be covered by the proposed policy:

TOTAL ANNUAL OPERATING SALES/REVENUES			
	<u>Past 12 Months</u>	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
U.S. Operations (including territories): <input type="checkbox"/> Gross revenues <input type="checkbox"/> Sales or <input type="checkbox"/> Receipts (check the applicable basis)	\$ _____	\$ _____	\$ _____
Non-U.S. Operations: <input type="checkbox"/> Gross revenues <input type="checkbox"/> Sales or <input type="checkbox"/> Receipts (check the applicable basis)	\$ _____	\$ _____	\$ _____

17. Estimated total gross annual operating sales or revenues from all companies wholly or partially owned by, affiliated with, or controlled by **Applicant**, including all **Distributor** entities or operations to be covered by the proposed policy:

TOTAL ANNUAL OPERATING SALES/REVENUES			
	<u>Past 12 Months</u>	<u>Current 12 Months</u>	<u>Estimate for Coming Year</u>
U.S. Operations (including territories): <input type="checkbox"/> Gross revenues <input type="checkbox"/> Sales or <input type="checkbox"/> Receipts (check the applicable basis)	\$ _____	\$ _____	\$ _____
Non-U.S. Operations: <input type="checkbox"/> Gross revenues <input type="checkbox"/> Sales or <input type="checkbox"/> Receipts (check the applicable basis)	\$ _____	\$ _____	\$ _____

18. Estimated assets of all of **Applicant's** operations: \$ _____

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IV. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

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The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Supplemental Application and any attachments or information submitted with this Supplemental Application, are true and complete. The undersigned agree that this Supplemental Application and its attachments shall be the basis of a contract should a policy providing the



requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Supplemental Application, its attachments, and such other information submitted therewith in issuing such policy.

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Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 Supplemental Application
 for Distributor Liability Coverage

Date

Signature*

Title

Chief Executive Officer

Chief Financial or Chief
 Information Officer

*This Supplemental Application must be signed by the chief executive officer and chief financial officer or chief information officer of the **Applicant** acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Produced By:

Agent: _____ Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Submitted By:

Agency: _____

Agency Taxpayer ID or SS No.: _____ Agent License No.: _____

Address: _____

City: _____ State: _____ Zip: _____



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1. Whenever used in this Supplemental Application, unless otherwise stated, the term "**Applicant**" means the entities or individuals stated in Question 1, Section I. GENERAL INFORMATION, below.
2. Provide a complete response to all questions and attach additional pages as needed.
3. Please attach a copy of the following for every **Applicant** seeking coverage:
 - Experience resumes of its principal officer and partners, if under three years;
 - Standard contracts with songwriters, distributors, and employees;
 - Contracts with entities from which it obtained hold harmless agreements; and
 - Any general information that would be helpful in evaluating the **Applicant**.

I. GENERAL INFORMATION:

1. Name of **Applicant**: _____

II. SPECIFIC INFORMATION:

1. The **Applicant** is:
- | | |
|---|--|
| <input type="checkbox"/> Artist/Performer | <input type="checkbox"/> Recording company |
| <input type="checkbox"/> Music publisher | <input type="checkbox"/> Songwriter |
| <input type="checkbox"/> Producer of audio recordings | <input type="checkbox"/> Distributor of audio recordings |
| <input type="checkbox"/> Other: _____ | |

2. Year established: _____

3. **Applicant's** total annual gross revenues:

Performance: \$ _____	Producing: \$ _____
Songwriting: \$ _____	Recording: \$ _____
Music Publishing: \$ _____	Distributing: \$ _____
Other: \$ _____	

4. Number of musical compositions in **Applicant's** catalog: _____

5. Average number of additional musical compositions added each year by **Applicant**: _____

6. Percentage of:

Public domain musical compositions in **Applicant** catalog: _____

Original musical compositions in **Applicant** catalog: _____

Arrangements of public domain musical compositions in **Applicant** catalog: _____

7. List **Applicant's** current top five (5) selling recording artists: _____



8. List **Applicant's** top five selling albums in the past year:

9. Please list all languages used in **Applicant's** musical compositions: _____

10. Does **Applicant** obtain licenses and consents from:

- | | | |
|---|------------------------------|-----------------------------|
| Songwriters of musical compositions? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other music owners, including the rights for the: | | |
| Lyrics? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Music? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Recording or mechanical rights? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Synchronization rights? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Performance rights? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
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| Future technologies? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Downloadable formats? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Cell phone ring tones or similar uses? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Performers? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

11. If **Applicant** answered No to any question in Question 10 above, please explain: _____

12. If **Applicant** answered No to any question in Question 10 above, does **Applicant** have the right, license or consent to use the: (i) songwriter's, (ii) other music owner's, or (iii) performer's catalog for other purposes, such as film production, television programming, commercials or advertising? Yes No

Please explain: _____

13. If **Applicant** answered No to any question in Question 10 above, does **Applicant** have the right, license or consent to publish the: (i) songwriter's, (ii) other music owner's, or (iii) performer's music as a score, arrangement or orchestration for resale? Yes No

Please explain: _____



14. Does the **Applicant** sample other music? Yes No
15. Does **Applicant** consult with a musicologist with respect to original music created? Yes No

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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 false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to Maine, Tennessee, Virginia and Washington 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 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 Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.



Chubb Group of Insurance Companies
 15 Mountain View Rd.
 Warren, NJ 07059

MEDIAGUARDSM by CHUBB
 Supplemental Application
 for Music Liability Coverage

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 Puerto Rico Applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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.

Date	Signature*	Title
_____	_____	<u>Authorized Representative</u>
_____	_____	<u>Authorized Representative</u>

*This Supplemental Application must be signed by the sole proprietor, owner, president, or principal of the **Applicant** and his/her counsel (if applicable) acting as the Authorized Representatives of the person(s) and entity(ies) proposed for this insurance.

<u>Produced By:</u>		
Agent: _____	Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____
<u>Submitted By:</u>		
Agency: _____		
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PROFESSIONAL SERVICES COVERAGE ENDORSEMENT

1. The term "**Media Activities**," as defined in Section II DEFINITIONS of the Policy, is amended to include the provision of "**Professional Services**" as defined below.
2. For purposes of this Endorsement, the term "**Professional Services**" means <MEDIASERVICES>.
3. The term **Loss**, as defined in Section II, DEFINITIONS, is amended by adding the following:
Loss also does not include:
 - (i) the cost of recalling, repairing or correcting any **Professional Services**; or
 - (ii) the return of any fees charged for or in connection with the provision of **Professional Services**, whether the return of such fees is voluntary or part of any settlement, order or judgment in any judicial or administrative proceeding.
4. Solely with respect to **Claims** resulting from the performance of or failure to perform **Professional Services**, Section III EXCLUSIONS (A)(4) is deleted and replaced with the following:
 - (4) based upon, arising from, or in consequence of any actual or alleged bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to, destruction of or loss of use of any tangible property, whether or not it is damaged or destroyed;

With respect to all other **Claims**, Section III EXCLUSIONS (A)(4) shall remain unchanged.
5. Solely with respect to **Claims** resulting from the performance of or failure to perform **Professional Services**, the Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:
 - (a) any defect in any hardware or software manufactured, created or installed by a person or entity other than the **Insured**;
 - (b) electrical or mechanical breakdown, electrical disturbance, wear and tear or gradual deterioration;
 - (c) failure to deliver, install or perform, or any delay in delivery, installation or performance of, services or products, provided that this Exclusion shall not apply to **Claims** based upon,

arising from, or in consequence of any negligent act, error or omission by the **Insured** which results in the failure of services or products to perform their function or serve the purpose intended after delivery, installation or performance;

- (d) cost guarantee or cost estimate being exceeded;
- (e) damage caused by any computer virus;
- (f) any wrongful taking or intentional disclosure of proprietary information, including but not limited to trade secrets or other confidential business information;
- (g) any professional or consulting services that are separate and distinct from the provision of **Professional Services**;
- (h) the furnishing of services or products for planning, construction, maintenance, operation or use of any nuclear facility, or air traffic control, direct life support or weapons systems;
- (i) any claim for non-pecuniary relief; or
- (j) the performance of or failure to perform **Professional Services** for:
 - (1) the **Insured**;
 - (2) any entity owned or controlled by any person or entity included within the definition of **Insured**;
 - (3) any person or entity which owns or controls any entity included within the definition of **Insured**;
 - (4) any entity which is under common ownership or control with any entity included within the definition of **Insured**; or
 - (5) any entity of which any person included within the definition of **Insured** is a director, officer, partner or principal shareholder.

6. Solely with respect to the **Professional Services** coverage afforded by this Endorsement, the Company shall not be liable for **Loss** on account of any **Claim** brought by an **Insured** against any other **Insured**; provided that this provision does not apply to a **Claim** brought by a person or entity that is added to this Policy by endorsement as an Additional Insured in order to comply with any contract or agreement for **Professional Services** that requires that such person or entity be added to this Policy as an Additional Insured.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Insured**, as defined in Section II DEFINITIONS of this Policy, is amended to include the persons and/or entities scheduled below (each an "**Additional Insured**"), but only with respect to **Claims** arising out of <ADDINSPECCOV>:

<ADDITIONALINS>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ADDITIONAL COVERED MEDIA ENDORSEMENT

In consideration of the premium charged, it is agreed that ITEM 5 of the DECLARATIONS is amended to include the following:

ITEM 5. **COVERED MEDIA:**

<u>Covered Media</u>	<u>Coverage Effective Date</u>	<u>Additional Premium (if applicable)</u>
<COVEREDMEDIA>	<EFFECTIVEDATE>	<ADDLPREMCH>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II DEFINITIONS of this Policy, is amended to include an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** arising out of <ADDINSPECCOV>.

2. For the purposes of this Endorsement, the term **Additional Insured** means the following person or entity:

<ADDITIONALINS>

3. Solely as respects the coverage afforded by this Endorsement, Section IV, OTHER INSURANCE of this Policy, is amended by adding the following:

Notwithstanding the foregoing, solely where a **Claim** is made against an **Additional Insured**:

(a) arising out of <ADDINSPECCOV>; and

(b) arising out of **Activities** committed by an **Insured** other than an **Additional Insured**,

this Policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the **Additional Insured**.

4. The Company shall not be liable for **Loss** on account of any **Claim** by the **Additional Insured** against any other **Insured**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CLAIMS MADE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The pre-amble on the DECLARATIONS is deleted and replaced with the following:

NOTICE: THIS IS A CLAIMS MADE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS," AND "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS FROM THAT AFFORDED BY OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.

2. Section I, INSURING CLAUSES, is deleted and replaced with the following:

(A) **NEWSMEDIA AND MULTIMEDIA LIABILITY INSURING CLAUSE**

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against the **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, arising directly out of the **Insured's Media Activities**, provided that the **Media Activities** giving rise to the **Claim** occurred on or after <RETRODATE>.

(B) **COVERED SUBPEONA INSURING CLAUSE**

The Company shall pay **Subpoena Defense Costs** on behalf of an **Insured** on account of any **Covered Subpoena** first served on the **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period.

(C) **PRODUCERS LIABILITY INSURING CLAUSE**

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against the **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, arising directly out of the **Insured's Production Activities**, provided that the **Production Activities** giving rise to the **Claim** occurred or after <RETRODATE>.

(D) **INTERNET LIABILITY INSURING CLAUSE**

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against the **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting

Period, arising directly out of the **Insured's Internet Activities** provided that the **Internet Activities** giving rise to the **Claim** occurred on or after <RETRODATE>.

3. Section II, DEFINITIONS, is amended by adding the following to the definition of **Claim**:

Except as may otherwise be provided in Section IX, REPORTING, as amended by this Endorsement, or the Extended Reporting Period Section added by this Endorsement, a **Claim** shall be deemed to have first been made when such **Claim** is first received by an **Insured**.

4. Section II, DEFINITIONS, is amended by deleting the definition of **First Inception Date**.

5. Section II, DEFINITIONS, is amended by deleting the definition of **Related Claims** and replacing it with the following:

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events. All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Section IX, REPORTING, regardless of whether such date is before or during the **Policy Period**.

6. The following Section is added to this Policy:

Section <SECTION>, EXTENDED REPORTING PERIOD

If the Company or the **Organization** terminates or does not renew this Policy, the Company will provide, without additional premium, a sixty (60) day extension, immediately following the effective date of termination or non-renewal, of the coverage granted by this Policy (the "automatic Extended Reporting Period") for **Claims** that are:

- a. first made during such automatic Extended Reporting Period; and
- b. reported to the Company in writing within the time provided in Section 8, Reporting and Notice,

but only to the extent such **Claims** are for **Activities** committed, attempted or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation, acquisition, or cessation event described in Section XIV Changes in Exposure.

In addition to the automatic Extended Reporting Period described above, if the Company or the **Organization** terminates or does not renew this Policy, then the **Organization** shall have the right, upon payment of the additional premium set forth in ITEM 6(B) of the Declarations, to an extension of the coverage granted by this Policy for **Claims** that are:

- i. first made during the period set forth in ITEM 6(A) of the Declarations (the "supplemental Extended Reporting Period"), which period shall be one (1) year or such other period as agreed upon by the Company and the **Parent Organization**, and
- ii. reported to the Company in writing within the time provided in Section 8, Reporting and Notice,

but only to the extent such **Claims** are for **Activites** committed attempted, or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation, acquisition, or cessation event described in Section XIV Changes in Exposure.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew. The right to purchase the supplemental Extended Reporting Period shall lapse unless written notice of election to purchase the extension, together with payment of the additional

premium due, is received by the Company within sixty (60) days after the effective date of termination or non-renewal. Such supplemental Extended Reporting Period, if purchased, will begin as of the expiration of the automatic Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The entire additional premium for the supplemental Extended Reporting Period shall be deemed fully earned at the inception of such supplemental Extended Reporting Period

7. Section IX, REPORTING, is deleted and replaced with the following:

If a **Claim** is made against an **Insured** or a **Covered Subpoena** is received by an **Insured**, the **Insured** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice thereof as soon as practicable after such **Claim** is made or such **Covered Subpoena** is received.

If any **Insured** becomes aware of circumstances which could give rise to a **Claim**, and during the **Policy Period** gives written notice of the **Activity(ies)** involved, the potential claimants, and any injury or circumstances which have or might result therefrom, then any **Claims** subsequently arising from such circumstances shall be deemed to have been made during the **Policy Period** in which the circumstances were first reported to the Company.

All notices of **Claims** or **Covered Subpoenas** must be sent in writing to the address set forth in Section X, NOTICE.

8. Section XVI, DATES OF OCCURRENCE; CONTINUITY OF COVERAGE, is deleted.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CYBERLITE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. This Policy is amended by adding the following INSURING CLAUSE:

CYBERLIABILITY INSURING CLAUSE

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for **Injury**.

2. Section II, DEFINITIONS of this Policy, is amended by adding the following definitions:

Computer means a device or group of devices that by manipulation of electronic, magnetic, optical or electromechanical impulses pursuant to a computer program can perform operations on **Data**.

Conduit Injury means injury sustained by a third party because such third party's **System** cannot be used or is less useful than normal, resulting directly from:

- (A) the transmission of a **Cyber-attack** into the **Insured's System**, provided such **Cyber-attack** was then received into a third party's **System**; or
- (B) a natural person who has accessed a third party's **System** without authorization through the **Insured's System**,

provided such transmission or access occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Customer means a natural person or organization which:

- (A) is applying for, or requesting, the **Insured's** products or services;
- (B) has applied for, or has requested, the **Insured's** products or services; or
- (C) is using, or has used, the **Insured's** products or services.

Cyber-attack means a set of unauthorized **Instructions** that are designed to modify, alter, damage, destroy, delete, record or transmit information within a **System** without authorization, including those **Instructions** that are self-replicating or self-propagating and are designed to contaminate other **Computer** programs or **Computer Data**, consume **Computer** resources or in some fashion usurp the normal operation of a **System**.

Data means a representation of information, knowledge, facts, concepts, or instructions which are being processed or have been processed in a **Computer**.

Disclosure Injury means injury sustained by a **Customer** because of the unauthorized electronic display, electronic transmission or electronic dissemination of a **Record** on an **Internet Site** owned by the **Insured**, provided such display, transmission or dissemination occurs on or after the **Retroactive Date** and before the end of the **Policy Period**.

Exceeded Authorized Access means to access the **Insured's System** with authorization and to use such access to obtain information in the **Insured's System** that the accessor is not entitled to obtain.

Fraudulent Access or Transmission means that a natural person has fraudulently:

- (A) accessed the **Insured's System** without authorization;
- (B) **Exceeded Authorized Access**; or
- (C) transmitted a **Cyber-attack** into the **Insured's System**.

Impaired Access Injury means injury sustained by a **Customer** who is authorized by the **Insured** to access the **Insured's System**, because such access has been impaired or denied, resulting directly from **Fraudulent Access or Transmission**, provided such **Fraudulent Access or Transmission** occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

Injury means **Disclosure Injury**, **Conduit Injury** or **Impaired Access Injury**.

Instructions mean an ordered set of **Data** that, when executed by a computer, causes it to process **Data** or perform one or more operations.

Media means the magnetic tape, magnetic disk, optical disk, or any other bulk media on which **Data** is recorded.

Record means information about a **Customer**:

- (A) pertaining to the **Customer's** relationship with the **Insured**;
- (B) not publicly available;
- (C) stored in an electronic medium; and
- (D) retrievable in a perceivable form.

Retroactive Date means <DATE>.

System means a **Computer** and:

- (A) all input, output, processing, storage and communication devices controlled, supervised or accessed by the operating systems that are proprietary to, or licensed to, the owner of the **Computer**; and
- (B) **Media**.

3. The Company shall not be liable for **Loss** on account of any **Claim for Injury**:

- (1) brought or maintained by or on behalf of any **Insured** in any capacity, other than by an **Insured Person** solely in his or her capacity as a **Customer** of the **Insured**;
- (2) based upon, arising from, or in consequence of any actual or alleged infringement of, violation of or assertion of any right to or interest in a trade secret by an **Insured**;

- (3) based upon, arising from, or in consequence of any claim or proceeding brought by or on behalf of any:
 - i. federal, state, or local government agency or authority; or
 - ii. licensing or regulatory organization;
- (4) based upon, arising from, or in consequence of the failure of goods, products, or services to conform with any electronic, oral, written, or other representation or warranty with respect to durability, fitness, performance, quality, or use;
- (5) based upon, arising from, or in consequence of:
 - i. controlling, creating, designing, or developing any natural person's or organization's Web site;
 - ii. controlling, creating, designing, developing, determining, or providing the content or material of any natural person's or organization's Web site; or
 - iii. controlling, facilitating, or providing, or failing to control, facilitate, or provide, access to the Internet;
- (6) based upon, arising from, or in consequence of any actual or alleged infringement of, violation of, or assertion of any right to or interest in any:
 - i. software or its source content or material;
 - ii. computer code or its source content or material; or
 - iii. expression, method, or process designed to control or facilitate any operation or other use of a **Computer** or automated system; or
- (7) based upon, arising from or in consequence of **Media Activities**.

4. Solely with respect to the coverage afforded by this Endorsement:

- a. Section II, DEFINITIONS, is amended by deleting the definition of **Claim** and replacing it with the following:

Claim means:

- (A) any of the following:
 - (1) a written demand or written request for monetary damages or non-monetary relief; or
 - (2) a filed or served civil proceeding, against an **Insured** for an **Injury**, including any appeal therefrom; or
- (B) a written request to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (A) above.

Except as may otherwise be provided in Section IX, REPORTING, as amended by this Endorsement, or the Extended Reporting Period Section added by this Endorsement, a **Claim** shall be deemed to have first been made when such **Claim** is first received by an **Insured**.

All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Section IX, REPORTING, regardless of whether such date is before or during the **Policy Period**.

- b. Section II, DEFINITIONS, is amended by adding the following to the definition of **Loss**:

Loss also does not include:

- i. the cost of correcting, re-performing or completing any services by an **Insured** or any amount which constitutes restitution, reduction, disgorgement or set off or return of fees or expenses paid to or charged by an Insured;
 - ii. any costs or expenses incurred to perform any obligation assumed by, on behalf of, or with the consent of any **Insured**;
 - iii. any costs or expenses incurred to replace, upgrade, update, improve or maintain a **System**; or
 - iv. any amount incurred by an **Insured** in the defense or investigation of any action, proceeding, demand or request that is not then a **Claim**, even if such matter subsequently gives rise to a **Claim**.
- c. Section III, EXCLUSIONS, is amended by deleting the first line and replacing it with the following:
- As respects all **Insured Activities** and all **Injury**, the Company shall not be liable for **Loss** on account of any **Claim**:
- d. Section III, EXCLUSION (A)(4) is deleted and replaced with the following:
- (4) based upon, arising from or in consequence of bodily injury, mental anguish, emotional distress (except mental anguish and emotional distress resulting directly from **Disclosure Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any tangible property whether or not it is damaged or destroyed;
- e. Section III, EXCLUSION (A)(9) is deleted and replaced with the following:
- (9) based upon, arising from or in consequence of any actual or alleged unauthorized collection, use or dissemination of internet user information, except to the extent that coverage is provided for **Disclosure Injury**;
- f. The following is added as a Section to this Policy:

Section <SECTION>, EXTENDED REPORTING PERIOD

If the Company or the **Organization** terminates or does not renew this Policy, the Company will provide, without additional premium, a sixty (60) day extension, immediately following the effective date of termination or non-renewal, of the coverage granted by this Policy (the "automatic Extended Reporting Period") for **Claims** that are:

- a. first made during such automatic Extended Reporting Period; and
- b. reported to the Company in writing within the time provided in Section 8, Reporting and Notice,

but only to the extent such **Claims** are for **Wrongful Acts** committed, attempted or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation, acquisition, or cessation event described in Section XIV Changes in Exposure.

In addition to the automatic Extended Reporting Period described above, if the Company or the **Organization** terminates or does not renew this Policy, then the **Organization** shall have the right, upon payment of the additional premium set forth in ITEM 6(B) of the Declarations, to an extension of the coverage granted by this Policy for **Claims** that are:

- i. first made during the period set forth in ITEM 6(A) of the Declarations (the “supplemental Extended Reporting Period”), which period shall be one (1) year or such other period as agreed upon by the Company and the **Parent Organization**, and
- ii. reported to the Company in writing within the time provided in Section 8, Reporting and Notice,

but only to the extent such **Claims** are for **Wrongful Acts** committed attempted, or allegedly committed or attempted before the earlier of the effective date of termination or non-renewal or the date of the first merger, consolidation, acquisition, or cessation event described in Section XIV Changes in Exposure.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew. The right to purchase the supplemental Extended Reporting Period shall lapse unless written notice of election to purchase the extension, together with payment of the additional premium due, is received by the Company within sixty (60) days after the effective date of termination or non-renewal. Such supplemental Extended Reporting Period, if purchased, will begin as of the expiration of the automatic Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The entire additional premium for the supplemental Extended Reporting Period shall be deemed fully earned at the inception of such supplemental Extended Reporting Period

- g. Section IX, REPORTING, is deleted and replaced with the following:

If a **Claim** is made against an **Insured**, the **Insured** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice thereof as soon as practicable after such **Claim** is made.

If any **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company during the **Policy Period**, then any **Claims** subsequently arising from such circumstances shall be deemed to have been made during the **Policy Period** in which the circumstances were first reported to the Company.

All notices of **Claims** must be sent in writing to the address set forth in Section X, NOTICE.

5. Section XII, RETRACTION DEMANDS AND SETTLEMENT OF CLAIMS, is amended by deleting paragraph (C) and replacing it with the following:

- (C) The **Insured** shall promptly communicate to the Company all offers to settle **Claims** covered by this Policy. The Company, however, has no right to settle **Claims** under this Policy without the consent of the **Insured**. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company’s recommendation (a “Proposed Settlement”), then the Company’s liability for all **Loss**

including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**.

6. Section XVI, DATES OF OCCURRENCE; CONTINUITY OF COVERAGE, is deleted.
7. Solely as respects **Claims** for **Injury**, ITEM 4 of the DECLARATIONS is amended by adding the following:

<u>INSURING CLAUSE</u>	<u>EACH CLAIM OR RELATED CLAIM LIMIT OF LIABILITY</u>	<u>RETENTION AMOUNT</u>
CYBERLIABILITY	\$<LIMIT>	\$<RETAMT>

8. Each iteration of the term, "**Activities**", set forth in Section XIV (A), (D), and (E), CHANGES IN EXPOSURE, shall be amended to read, "**Activities or Injury**".

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DELETE DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. ITEM 4, Limits of Liability (Inclusive of **Defense Costs**) and Retention Amounts of the DECLARATIONS of this Policy, is amended by deleting the phrase, "(Inclusive of **Defense Costs**)" therefrom.
2. ITEM 4(B), **Covered Subpoena** Coverage of the DECLARATIONS of this Policy, is deleted.
3. Section I INSURING CLAUSE (B), **Covered Subpoena** Insuring Clause of this Policy, is deleted in its entirety.
4. The following terms, **Covered Subpoena**, **Defense Costs** and **Subpoena Defense Costs** as defined in Section II DEFINITIONS of this Policy, are deleted.
5. The term **Loss**, as defined in Section II DEFINITIONS of this Policy, is amended by deleting the phrase, "**Defense Costs**" therefrom.
6. Sections VII (B) and (D), LIMIT OF LIABILITY of this Policy, are deleted.
7. Section VII (C), LIMIT OF LIABILITY of this Policy, is deleted and replaced with the following:
 - (C) The Company's maximum aggregate liability for all **Loss** from all **Claims** shall not exceed the aggregate limit of liability set forth in ITEM 3 of the DECLARATIONS, regardless of the number of **Claims**.
8. Section VII (E), LIMIT OF LIABILITY of this Policy, is deleted and replaced with the following:
 - (E) The Company shall have no obligation to pay **Loss** after the Company's applicable Limit of Liability with respect to such **Claim** has been exhausted. If the Company's Limit of Liability set forth in ITEM 3 of the DECLARATIONS is exhausted prior to the expiration of this Policy, the Policy premium will be deemed fully earned.
9. Section VIII (B), RETENTIONS AND COINSURANCE of this Policy, is deleted.
10. Sections VIII (C) and (D), RETENTIONS AND COINSURANCE of this Policy, are deleted and replaced with the following:

- (C) With respect to all **Loss** originating in any one **Policy Period**, the **Insured** shall bear uninsured that percentage of all such **Loss** set forth in ITEM 8 of the Declarations, and the Company's liability hereunder shall apply only to the remaining percentage of all such **Loss**. In the event a **Claim** is covered by more than one Insuring Clause, then the applicable Coinsurance Percentage set forth in ITEM 8 of the Declarations will be applied separately to each part of the **Loss**, and the sum of such Coinsurance Percentages will not exceed the largest applicable Coinsurance Percentage set forth in ITEM 8 of the Declarations.
- (D) The Retention Amounts and Coinsurance Percentage shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk.

11. Section IX, REPORTING of this Policy, is deleted and replaced with the following:

REPORTING

If a **Claim** is made against an **Insured**, the **Insured** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice thereof as soon as practicable after the **Insured** first becomes aware of such **Claim**. All notice of **Claims** must be sent in writing to the address set forth in Section X, NOTICE.

12. Section X (A), NOTICE of this Policy, is deleted and replaced with the following:

- (A) All notices to the Company under this Policy of **Claims** and **Activities** shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

13. Sections XI (A) through (G), DEFENSE OF CLAIMS AND SUBPOENAS of this Policy, are deleted and replaced with the following:

- (A) With respect to each **Claim** for which coverage is afforded under this Policy, the **Insured** shall have the option to defend such **Claim** and the Company will pay **Loss** only upon the final disposition of a **Claim**.
- (B) The **Insured** agrees to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

14. Section XI (D), DEFENSE OF CLAIMS AND SUBPOENAS of this Policy, is deleted.

15. Sections XII (B) and (C), RETRACTION DEMANDS AND SETTLEMENT OF CLAIMS of this Policy, are deleted and replaced with the following:

- (B) No **Insured** shall settle or offer to settle any **Claim** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement assumed obligation or admission to which it has not given its prior written consent. Provided, however, that the **Insured** may agree to any settlement of a **Claim** where all **Loss** associated with such **Claim** is within the applicable Retention.
- (C) The **Insured** shall promptly communicate to the Company all offers to settle **Claims** covered by this Policy. The Company, however, has no right to settle **Claims** under this Policy without the consent of the **Insured**, and the Company's duty to defend and to pay **Loss** shall not be limited by the **Insured's** refusal to accept any offer to settle a **Claim**.

16. Sections XIII (B) and (C), ALLOCATION of this Policy, are deleted.
17. The DECLARATIONS page is amended by deleting the following sentences from the first NOTICE provision of the DECLARATIONS:

THE LIMIT OF OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS." "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.
18. The DECLARATIONS page is amended by deleting ITEM 8(B).
19. The **Application** is amended by deleting the following sentences from the first NOTICE provision of the **Application**:

THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS." "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DEVELOPMENT COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to INSURING CLAUSE (C), PRODUCERS LIABILITY INSURING CLAUSE:

1. The term **Production(s)**, as defined in Section II DEFINITIONS, is deleted and replaced with the following:

Production(s) means any project or production set forth in ITEM 7 of the DECLARATIONS, but solely during the **Development Phase** of such project or production.
2. Section II, DEFINITIONS, is amended by adding the following term and its definition:

Development Phase means the period of time beginning with the initial consideration of a project or production and ending immediately prior to the time that any such production was first distributed or released.
3. With respect to any **Claim** based upon, arising from, or in consequence of the **Development Phase** of any project or production:
 - (a) Coverage shall be afforded for **Loss** prior to the time that any such project or production was first produced or released; and
 - (b) If the **Insured** proceeds with the project or production beyond the conclusion of the **Development Phase**, the Company shall not be liable for that part of any **Loss** occurring after the conclusion of the **Development Phase** and no defense shall be provided under this Policy for that part of such **Loss**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DISTRIBUTORS ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II DEFINITIONS, is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out **Matter** provided to the Additional Insured by the **Insured Organization** and only for **Claims** arising out of the production entitled <NAMEOFPRODUCTION>:

Additional Insured

<ADDITIONALINSURED>, its parent, subsidiary and affiliated companies, successors, licensees and assigns and the respective officers, directors, agents, and employees thereof, while acting within the scope of their duties as such but only with respect to **Claims** arising out of the production entitled <NAMEOFPRODUCTION>.

2. Solely as respects the coverage afforded by this Endorsement, this Policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.
3. The Company shall not be liable for **Loss** on account of any **Claim**:
 - (a) by the Additional Insured against any other **Insured**; or
 - (b) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured.
4. The Company will mark its records to indicate that the Additional Insured is to be notified at least 30 days prior to the cancellation, termination or substantial modification of this Policy and will use its best efforts to notify the Additional Insured.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DUTY TO DEFEND ENDORSEMENT

In consideration of the premium charged, it is agreed that Section XI, DEFENSE OF CLAIMS AND SUBPOENAS of this Policy, is deleted and replaced with the following:

XI. DEFENSE OF CLAIMS AND SUBPOENAS

- (A) The Company shall have the right and duty to defend each **Claim** or **Covered Subpoena** for which coverage is afforded under this Policy. The Company's duty to defend any **Claim** or **Covered Subpoena** shall cease upon exhaustion of the applicable Limit of Liability.
- (B) If more than one **Insured** is involved in a **Claim**, the Company shall not pay for the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
- (C) The **Insured** agrees to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DUTY TO DEFEND COVERED SUBPOENA ENDORSEMENT

In consideration of the premium charged, it is agreed that Section XI, DEFENSE OF CLAIMS AND SUBPOENAS, is deleted and replaced with the following:

XI. DEFENSE OF CLAIMS AND SUBPOENAS

- (A) With respect to each **Claim** for which coverage is afforded under this Policy, the **Insured** shall have the option to defend such **Claim** itself or assign the duty to defend such **Claim** to the Company. The Company shall have the right and duty to respond to each **Covered Subpoena** for which coverage is afforded under this Policy. The Company's duty to respond to any **Covered Subpoena** shall cease upon exhaustion of the applicable Limit of Liability.
- (B) Unless the **Insured** notifies the Company of its election to assign the duty to defend **Claims** to the Company pursuant to paragraph (C) below, it shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** and to retain qualified counsel of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld.
- (C) The **Insured** may elect to assign the duty to defend any **Claim** to the Company by so notifying the Company in writing. With respect to **Claims**, such notice must be received by the Company within a reasonable time after such **Claim** is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the **Insured**. Upon timely receipt of such notification, the Company shall have the right and duty to defend such **Claim**.
- (D) The Company shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.
- (E) With respect to any **Claim** that appears reasonably likely to be covered in whole or in part under this Policy, the Company shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation and defense of such **Claim**.
- (F) If more than one **Insured** is involved in a **Claim**, the Company shall not pay for the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.

- (G) The **Insured** agrees to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DUTY TO DEFEND AND DEFENSE COSTS OUTSIDE THE LIMITS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The pre-amble on the DECLARATIONS is deleted and replaced with the following:
NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL NOT BE REDUCED BY "DEFENSE COSTS" BUT WILL BE REDUCED BY "SUBPOENA DEFENSE COSTS." "DEFENSE COSTS" AND "SUBPOENA DEFENSE COSTS" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.
2. ITEM 4 of the DECLARATIONS is amended by deleting the first line and replacing it with the following:
ITEM 4. LIMITS OF LIABILITY (**Defense Costs** are in addition to the Limit of Liability and shall not reduce the Aggregate Limit of Liability Each **Policy Period**) & RETENTION AMOUNTS
3. Each iteration of the term, "**Loss**", shall be amended to read, "**Loss and Defense Costs**", in the following Sections of this Policy:
 - a. Each INSURING CLAUSE;
 - b. Section V. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES;
 - c. Section XII. RETRACTION DEMANDS AND SETTLEMENT OF CLAIMS; provided, however, that paragraph (C) of this Section XII is deleted and replaced with the following:
(C) The **Insured** shall promptly communicate to the Company all offers to settle **Claims** covered by this Policy. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**.
 - d. Paragraph (C) of Section XVI. DATES OF OCCURRENCE; CONTINUITY OF COVERAGE; and
 - e. Section XVIII. VALUATION AND FOREIGN CURRENCY.

4. Each iteration of the term, "**Loss**", shall be amended to read, "**Loss or Defense Costs**", in the following Sections of this Policy:
 - a. Section III. EXCLUSIONS;
 - b. Section VIII. RETENTIONS AND COINSURANCE; and
 - c. Section XXI. PARENT ORGANIZATION RIGHTS AND OBLIGATIONS.

5. The term "**Defense Costs**", as defined in Section II DEFINITIONS of this Policy, is deleted and replaced with the following:

Defense Costs means reasonable costs, charges, fees (including legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits of any **Insured**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds; provided that the Company will have no obligation to procure or provide any bonds. **Defense Costs** also includes reasonable legal fees incurred to prosecute a copyright or trademark declaratory relief action ("declaratory relief fees"), provided that the Company's obligation to pay declaratory relief fees: (A) shall commence only after the **Insured's** receipt of a civil proceeding alleging copyright or trademark infringement that is otherwise covered by this Policy; and (B) shall continue so long as such civil proceeding is continuously maintained against the **Insured**.

6. The term "**Loss**", as defined in Section II DEFINITIONS of this Policy, is amended by deleting the first sentence and replacing it with the following:

Loss means the amount which an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, to the extent such damages are insurable under the law most favorable to the insurability of such damages of any jurisdiction which has a substantial relationship to the relevant **Insured**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest.

7. Section XI, DEFENSE OF CLAIMS AND SUBPOENAS, is deleted and replaced with the following:

XI. DEFENSE OF CLAIMS AND SUBPOENAS

- (A) The Company shall have the right and duty to defend each **Claim** or **Covered Subpoena** covered by this Policy even if any of the allegations are groundless, false or fraudulent. The Company shall select and appoint defense counsel for the **Insured**. The Company's duty to defend any **Claim** or **Covered Subpoena** shall cease upon exhaustion of the applicable Limit of Liability.
- (B) If more than one **Insured** is involved in a **Claim**, the Company shall not pay for the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
- (C) The **Insured** agrees to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

8. Section VII, LIMIT OF LIABILITY, is deleted and replaced with the following:

VII. LIMIT OF LIABILITY

- (A) The Company's maximum liability for all **Loss** from each **Claim** or **Related Claim** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4 of the DECLARATIONS, which amount shall be part of and not in addition to the amount set forth in ITEM 3 of the DECLARATIONS. In the event a **Claim** or **Related Claim** is covered by more than one Insuring Clause in ITEM 4 of the DECLARATIONS, the each **Claim** Limit of Liability available for **Loss** arising out

of such **Claim** or **Related Claim** shall not exceed the largest each **Claim** Limit of Liability of all the applicable Insuring Clauses.

- (B) The Company's maximum liability for all **Subpoena Defense Costs** resulting from all **Covered Subpoenas** shall not exceed the **Covered Subpoena** Limit of Liability set forth in ITEM 4 of the DECLARATIONS, which amount shall be part of and not in addition to the amount set forth in ITEM 3 of the DECLARATIONS.
 - (C) The Company's maximum aggregate liability for all **Loss** from all **Claims** and all **Subpoena Defense Costs** shall not exceed the Aggregate Limit of Liability set forth in ITEM 3 of the DECLARATIONS, regardless of the number of **Claims**.
 - (D) Payment by the Company of **Defense Costs** shall not reduce the Limits of Liability set forth in ITEMS 3 or 4 of the DECLARATIONS.
 - (E) The Company shall have no obligation to pay **Loss**, **Defense Costs** or **Subpoena Defense Costs**, or to defend or continue to defend any **Claim** or **Covered Subpoena**, after the Company's applicable Limit of Liability with respect to such **Claim** or **Covered Subpoena** has been exhausted. If the Company's Limit of Liability set forth in ITEM 3 of the DECLARATIONS is exhausted prior to the expiration of this Policy, the Policy premium will be deemed fully earned.
9. Section XIII, ALLOCATION, is amended by deleting paragraph (A) and replacing it with the following:
- (A) If both **Loss** covered by this Policy and loss not covered by this Policy are incurred either because a **Claim** against an **Insured** includes both covered and non-covered matters or because a **Claim** is made against both an **Insured** and others, the **Insured** and the Company shall allocate such amount between covered **Loss** or **Defense Costs** and non-covered loss or defense costs based upon the relative legal and financial exposures of the parties to covered and non-covered matters and, in the event of a settlement of such **Claim**, also based upon the relative benefits to the parties from such settlement. The Company shall not be liable under this Policy for the portion of such amount allocated to non-covered loss or defense costs.
10. The Policy shall be deemed amended to the extent necessary to effect the purposes and intent of this Endorsement.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

MERCHANDISING ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term "**Media Activities**", as defined in Section II DEFINITIONS of this Policy, is amended to include "**Merchandising Activities**".
2. Section II, DEFINITIONS of this Policy, is amended to include the following term and its definition:
Merchandising Activities means, in connection with the **Covered Media**, the licensing to any third party of any logo, symbol, trademark or other intellectual property for use in connection with the sale of goods or services."
3. Section III, EXCLUSIONS of the Policy, is amended by deleting Exclusion (A)(18).

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRIOR ACTS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. A **Claim** based upon, arising from, or in consequence of **Activities** actually or allegedly taking place before the Inception Date in ITEM 2(A) of the DECLARATIONS, but after <PRIORACT>, will be afforded coverage under this Policy, subject to the following conditions:
 - (a) As of the Inception Date of the first Media Liability Policy issued to the **Insured** by the Company, no **Insured** knew or had reason to believe that such **Activities** might give rise to any **Claim** that would fall within the scope of insurance afforded by this Policy;
 - (b) The **Insured** first becomes aware during the **Policy Period** that such **Activities** might give rise to a **Claim** that would fall within the scope of insurance afforded by this Policy; and
 - (c) As soon as practicable thereafter, but in no event after the expiration of this **Policy Period** or any **Policy Period** which is a renewal of this Policy and issued by the Company, the **Insured** gives the Company written notice of such **Activities**. To the extent possible, notice should include how, when and where the **Activities** took place, the names and addresses of any potential claimants, and the nature of any potential **Claim** in connection therewith.
2. The coverage provided by this Endorsement will not apply to any **Loss** from **Claims** based upon, arising from, or in consequence of any **Activities** occurring before the Inception Date of the first Media Liability Policy issued to the **Insured** by the Company if any other policy of insurance provides any coverage in connection with such **Activities**. If any other policy of insurance applies to any such **Activities**, in whole or in part, this Policy will not be valid and collectible insurance as to such **Activities**.
3. Notwithstanding anything to the contrary in the Policy or any Endorsements thereto, no coverage will be available under this Policy for **Claims** based upon, arising from or in consequence of any **Activities** actually or allegedly committed before the Inception Date of this Policy by any **Subsidiary** created or acquired after the Inception Date unless the Company has agreed to provide such coverage upon such terms, conditions and limitations of coverage and such additional premium as it may require.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRIOR ACTS SUBPOENA DEFENSE COSTS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. **Subpoena Defense Costs**, arising out of **Media Activities** actually or allegedly taking place before the Inception Date in ITEM 2(A) of the DECLARATIONS but after <PRIORACT>, will be afforded coverage under this Policy, subject to the following conditions:
 - (a) as of the Inception Date of the first Media or Newsmedia Liability policy issued to the **Insured** by the Company, no **Insured** knew or had reason to believe that such **Media Activities** might give rise to any **Covered Subpoena** that would fall within the scope of insurance afforded by this Policy;
 - (b) the **Insured** first becomes aware during the **Policy Period** that such **Media Activities** might give rise to a **Covered Subpoena** that would fall within the scope of insurance afforded by this Policy; and
 - (c) as soon as practicable thereafter, but in no event after the expiration of this **Policy Period** or any **Policy Period** which is a renewal of this Policy and issued by the Company or an affiliate thereof, the **Insured** gives the Company written notice of such **Media Activities**. To the extent possible, notice should include how, when and where the **Media Activities** took place, the names and addresses of any potential claimants, and the nature of any potential **Claim** in connection therewith.
2. The coverage provided by this Endorsement will not apply to any **Subpoena Defense Costs** based upon, arising from, or in consequence of any **Media Activities** occurring before the Inception Date of the first Newsmedia Liability policy issued to the **Insured** by the Company if any other policy of insurance provides any coverage in connection with such **Media Activities**. If any other policy of insurance applies to any such **Media Activities**, in whole or in part, this Policy will not be valid and collectible insurance as to such **Media Activities**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRODUCER'S ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to INSURING CLAUSE (C):

1. The term **Insured**, as defined in Section II DEFINITIONS, is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out of the production entitled <NAMEOFPRODUCTION>:

Additional Insured

<ADDITIONALINSURED>, its parent, subsidiary and affiliated companies, successors, licensees and assigns and the respective officers, directors, agents, and employees thereof, while acting within the scope of their duties as such but only with respect to **Claims** arising out of the production entitled <NAMEOFPRODUCTION>.

2. Solely as respects the coverage afforded by this Endorsement, this Policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.
3. As respects **Production Activities**, the Company shall not be liable for **Loss** on account of any **Claim**:
 - (a) by the Additional Insured against any other **Insured**; or
 - (b) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured.
4. The Company will mark its records to indicate that the Additional Insured is to be notified at least 30 days prior to the cancellation, termination or substantial modification of this Policy and will use its best efforts to notify the Additional Insured.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

RIGHTS PERIOD ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to INSURING CLAUSE (<INSCLAUSELETTER>), <INSCLAUSENAME>:

1. The term **Insured**, as defined in Section II DEFINITIONS of the Policy, is amended to include <ADDITIONAL INSURED> ("Additional Insured"), but only with respect to **Claims** arising out of the production entitled <NAMEOFPRODUCTION>. Coverage shall be provided to the Additional Insured solely for **Production Activities** that occur during the Rights Period set forth in the contract between <ENTITY> and <ENTITY2> dated <DATE>, provided that the date of the first **Production Activities** giving rise to such **Claim** (or **Related Claims**) occurred during the **Policy Period**. If there is no expiration of rights period set forth in such contract, coverage for the Additional Insured shall be for three years after the execution of such contract.
2. The Company shall not be liable for **Loss** on account of any **Claim** for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured.
3. If more than one **Insured** is involved in a **Claim** it shall not be unreasonable for the Company to withhold its consent to the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEPARATE RETENTION ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to **Claims** against or in any way involving <SPENTITY>, the Retention Amounts set forth in ITEM 4 of the DECLARATIONS is deleted and replaced with the following with respect to each INSURING CLAUSE:

ITEM 4.

<u>INSURING CLAUSE</u>	<u>RETENTION AMOUNT</u>
(A) Newsmedia and Multimedia Liability Coverage	\$<RETENTIONAMTORN/A>
(B) Covered Subpoena Coverage (For News Organizations Only)	\$<RETENTIONAMT1ORN/A>
(C) Producers Liability Coverage	\$<RETENTIONAMT2ORN/A>
(D) Internet Liability Coverage	\$<RETENTIONAMT3ORN/A>

With respect to all other **Claims** under this Policy, ITEM 4 of the DECLARATIONS shall remain unchanged.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEPARATE RETENTION FOR BI/PD ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to **Claims** arising exclusively out of emotional distress or bodily injury or property damage resulting from a **Claim** of negligent publication, the Retention Amounts set forth in ITEM 4 of the DECLARATIONS is deleted and replaced with the following with respect to each INSURING CLAUSE:

ITEM 4.

<u>INSURING CLAUSE</u>	<u>RETENTION AMOUNT</u>
(A) Newsmedia and Multimedia Liability Coverage	\$<RETENTIONAMTORN/A>
(B) Covered Subpoena Coverage (For News Organizations Only)	\$<RETENTIONAMT1ORN/A>
(C) Producers Liability Coverage	\$<RETENTIONAMT2ORN/A>
(D) Internet Liability Coverage	\$<RETENTIONAMT3ORN/A>

With respect to all other **Claims** under this Policy, ITEM 4 of the DECLARATIONS shall remain unchanged.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIFIC RATE OF PRE-APPROVED COUNSEL ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Subject to all of the terms, conditions and limitations of this Policy, in the event of any **Claim** for which coverage is afforded under this Policy, the **Insured** may retain counsel to defend its interests in connection with such **Claim** from the list of approved counsel set forth below, and the Company will consent to the retention by the **Insured** and to the incurring of **Defense Costs** and **Subpoena Defense Costs** by such counsel in connection with such **Claim**:

<COUNSEL>

Such consent shall be conditioned on the following:

- (a) Such counsel shall adhere in all respects to the Company's Litigation Management Guidelines; and
 - (b) The Company shall be reasonably satisfied that such counsel is able and competent to handle any **Claim** for which such counsel is engaged to provide legal services.
2. The Company shall pay such counsel a rate of <RATEOFPAY> per hour, such rate having been negotiated between the Company and **Insured**, for all work performed by such counsel, regardless of who is performing such work, provided that any **Defense Costs** or **Subpoena Defense Costs** reasonably incurred by such counsel in excess of such hourly rates shall be carried by the **Insured** at its own risk and will not be covered under this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ARKANSAS AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Section XIII. ALLOCATION is amended by deleting subparagraph (B)(3) thereof. In conformance with this deletion, the word "and" is added to the end of subparagraph (B)(1) and deleted from the end of subparagraph (B)(2) and the semi-colon at the end of subparagraph (B)(2) is replaced with a period.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Arkansas.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DEFENSE WITHIN LIMITS CONSENT FORM - ARKANSAS APPLICANTS ONLY

In consideration of the premium charged, it is agreed that:

THE UNDERSIGNED, ACTING ON BEHALF OF ALL **INSUREDS**, BY SIGNING BELOW ACKNOWLEDGES THAT THE **INSUREDS** UNDERSTAND THAT:

THE LIMIT(S) OF LIABILITY AVAILABLE TO PAY **LOSS** UNDER THIS POLICY SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY THE PAYMENT OF **DEFENSE COSTS**, AS THAT TERM IS DEFINED IN THE POLICY.

Acknowledged by the **Parent Organization**

By: _____ Date _____
Chairperson and/or President Signature

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Arkansas.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

SERFF Tracking Number: CHUB-125597401

State: Arkansas

Filing Company: Federal Insurance Company

State Tracking Number: #370392 \$150

Company Tracking Number: EO AR0040010F01

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions
Liability

Product Name: MediaGuard by Chubb

Project Name/Number: /400

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125597401

State: Arkansas

Filing Company: Federal Insurance Company

State Tracking Number: #370392 \$150

Company Tracking Number: EO AR0040010F01

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions
Liability

Product Name: MediaGuard by Chubb

Project Name/Number: /400

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 05/27/2008

Comments:

Attachments:

AR P&C form 405 F.pdf

AR schedule forms 400.pdf

Satisfied -Name: Filing memo

Review Status: Approved 05/27/2008

Comments:

Attachment:

MediGuard Filing memo 400.pdf

Property & Casualty Transmittal Document

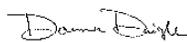
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Group NAIC #
Chubb Group of Insurance Companies	0038

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Federal Insurance Company	IN	20281	13-1963496	

5. Company Tracking Number	EO AR0040010F01
-----------------------------------	-----------------

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

6. Name and address	Title	Telephone #s	FAX #	e-mail
Donna M. Daigle 82 Hopmeadow St., P.O. Box 2002 Simsbury CT 06070-7683	State Filing Analyst	800-464-7965	860-408-2047	ddaigle@chubb.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Donna M. Daigle		

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.2
10. Sub-Type of Insurance (Sub-TOI)	17.2019
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	Media Guard by Chubb
13. Filing Type	<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)
14. Effective Date(s) Requested	New: upon approval Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	May 14, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20. This filing transmittal is part of Company Tracking #	EO AR0040010F01
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In accordance with the laws of the state of Arkansas, we are making this filing for our policy, MEDIAGUARDSM by Chubb.

MEDIAGUARDSM by Chubb is designed to meet the professional liability needs of insureds with varying media exposures. This product protects our clients from claims arising out of the gathering and dissemination of information. Various types of insureds include Advertisers, Advertising Agencies, Authors, Publishers, Broadcasters, Music, Video/Film Producers, Distributors and Multimedia risks. Please note that the MEDIAGUARDSM by Chubb is an occurrence policy, as noted in our "type of insurance" code, however, we have submitted two optional endorsements that can convert the policy to a claims made policy.

Our corresponding rate filing is being submitted under EO AR0040010R01.

SERFF Tracking # CHUB-125597401

22. Filing Fees (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]
<p>Check #: 00370392 Amount: 150.00</p> <p>Please note that the checks were mistakenly ordered with the form filing fee and the rate filing fee on one check. It should be broken down to be \$50 for forms and \$100 for rates. Please accept our apology for this confusion.</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

***Refer to 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.)

1.	This filing transmittal is part of Company Tracking #	EO AR0040010F01			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	EO AR0040010R01			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	MediaGuard by Chubb Declarations	14-02-14078D (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	MediaGuard by Chubb Policy	14-02-14078 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	MediaGuard by Chubb New Business Application – Cyberlite for Media	14-03-0886 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	MediaGuard by Chubb New Business Application – Internet Liability Coverage	14-03-0887 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	MediaGuard by Chubb New Business Application – Media Liability Coverage	14-03-0888 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	MediaGuard by Chubb New Business Application – Media Liability Coverage for Authors	14-03-0889 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	MediaGuard by Chubb New Business Application – Producers Liability Coverage	14-03-0890 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	MediaGuard by Chubb Renewal Application – Cyberlite for Media	14-03-0891 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	MediaGuard by Chubb Renewal Application – Distributor Liability Coverage	14-03-0892 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	MediaGuard by Chubb Renewal Application – Internet Liability Coverage	14-03-0893 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	MediaGuard by Chubb Renewal Application – Media Liability Coverage	14-03-0894 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	MediaGuard by Chubb Renewal Application – Music Liability Coverage	14-03-0895 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	MediaGuard by Chubb Supplemental Application – Distributor Liability	14-03-0896 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
	Coverage				
14	MediaGuard by Chubb Supplemental Application – Music Liability Coverage	14-03-0897 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Arkansas Amendatory Endorsement	14-02-14158 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Defense Within Limits Consent Form – Arkansas Applicants Only	14-02-14159 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Professional Services Coverage Endorsement (rate bearing endorsement)	14-02-13370 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Additional Insured Endorsement (rate bearing endorsement)	14-02-13371 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Additional Covered Media Endorsement (rate bearing endorsement)	14-02-13372 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Additional Insured Endorsement (rate bearing endorsement)	14-02-13373 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Claims Made Endorsement (rate bearing endorsement)	14-02-13374AR (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Cyberlite Endorsement (rate bearing endorsement)	14-02-13375AR (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Delete Defense Coverage Endorsement (rate bearing endorsement)	14-02-13376 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Development Coverage Endorsement (rate bearing endorsement)	14-02-13377 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Distributors Additional Insured Endorsement (rate bearing endorsement)	14-02-13378 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Duty to Defend Endorsement (rate bearing endorsement)	14-02-13379 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Duty to Defend Covered Subpoena Endorsement (rate bearing endorsement)	14-02-13380 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
28	Duty to Defend and Defense Costs Outside the Limits Endorsement (rate bearing endorsement)	14-02-13381 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Merchandising Endorsement (rate bearing endorsement)	14-02-13382 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Prior Acts Endorsement (rate bearing endorsement)	14-02-13383 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Prior Acts Subpoena Defense Costs Endorsement (rate bearing endorsement)	14-02-13384 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Producers Additional Insured Endorsement (rate bearing endorsement)	14-02-13385 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Rights Period Endorsement (rate bearing endorsement)	14-02-13386 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Separate Retention Endorsement (rate bearing endorsement)	14-02-13387 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Separate Retention for BI/PD Endorsement (rate bearing endorsement)	14-02-13388 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Specific Rate of Pre-Approved Counsel Endorsement (rate bearing endorsement)	14-02-13389 (04/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37					

**FILING MEMORANDUM
FEDERAL INSURANCE COMPANY
MEMBER OF THE CHUBB GROUP OF INSURANCE COMPANIES**

MEDIAGUARDSM BY CHUBB

MediaGuardSM by Chubb provides third party liability coverage (on an occurrence basis) for organizations with content exposures. It is designed with a modular, check-the-box approach in mind and offers a variety of potential coverage extensions, including Media Activities (for NewsMedia and Multimedia Organizations), Subpoena Defense Costs (for NewsMedia organizations), Production Activities (for producers) and Internet Activities (for applicants generally). With the exception of Subpoena Defense Costs (limited to NewsMedia organizations), any combination of the above coverage extensions can be purchased by an insured.

The policy consists of four potential insuring clauses:

INSURING CLAUSE A – NEWSMEDIA AND MULTIMEDIA LIABILITY INSURING CLAUSE

- **Media Activities** – provides coverage for, among other things:
 - Any actual or alleged act, error or omission arising directly out of the gathering or dissemination of content in connection with the Covered Media and advertising E&O in or relating to the Covered Media.

In order to prevent unintended overlap of coverage modules, **Media Activities** does not include **Production Activities** or **Internet Activities**. Both coverage modules, however, are available to insureds generally, subject to underwriting and pricing.

INSURING CLAUSE B – COVERED SUBPOENA INSURING CLAUSE

- **Covered Subpoena** – provides coverage for subpoena defense costs in connection with a subpoena seeking documents, information, or other content solely in connection with the Insured's Media Activities constituting reporting of events or happenings by the Insured's news media organization.

Subpoena coverage is offered on an occurrence basis. A prior acts endorsement has been created to address the change from claims made to occurrence generally.

INSURING CLAUSE C – PRODUCERS LIABILITY INSURING CLAUSE

- **Production Activities** – provides coverage for, among other things:
 - The preparation, dissemination, licensing and distribution of productions, along with advertising E&O and merchandising.

In order to prevent unintended overlap of coverage modules, **Production Activities** does not include **Media Activities** or **Internet Activities**. Both coverage modules, however, are available to insureds generally, subject to underwriting and pricing.

INSURING CLAUSE D – INTERNET LIABILITY INSURING CLAUSE

- **Internet Activities** – provides coverage for the display or use of content, including advertising, on an **Internet Site**.