

<i>SERFF Tracking Number:</i>	<i>CHUB-125913170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>EO AR0046010F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Media Guard By Chubb</i>		
<i>Project Name/Number:</i>	<i>endorsement filing/460</i>		

## Filing at a Glance

Company: Federal Insurance Company	SERFF Tr Num: CHUB-125913170	State: Arkansas
Product Name: Media Guard By Chubb	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 17.2 Other Liability - Occurrence Only	Co Tr Num: EO AR0046010F01	State Status: Fees verified and received
Sub-TOI: 17.2019 Professional Errors & Omissions Liability	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
Filing Type: Form	Authors: Donna Daigle, Desirae Bartlett, Debra West, Christina Cresenzi	Disposition Date: 01/07/2009
	Date Submitted: 12/04/2008	Disposition Status: Approved
Effective Date Requested (New):		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: endorsement filing	Status of Filing in Domicile: Pending
Project Number: 460	Domicile Status Comments: filing in process
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 01/07/2009	
State Status Changed: 01/05/2009	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
In accordance with the laws of the state of Arkansas, we are making this filing to incorporate additional endorsements and applications to be used with our policy, MEDIAGUARDSM by Chubb. This policy was originally approved by your department on May 27, 2008, under our filing designation number EO AR0040010F01 (SERFF Tr. #: CHUB-125597401).	

<i>SERFF Tracking Number:</i>	<i>CHUB-125913170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>EO AR0046010F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Media Guard By Chubb</i>		
<i>Project Name/Number:</i>	<i>endorsement filing/460</i>		

The endorsements being filed are non-premium bearing.

Please note, endorsement 14-02-14537 (08-2008) refers to Rhode Island statutes. We intend to use this endorsement in your state when we have a multi-jurisdictional insured with a Rhode Island presence.

Enclosed with this filing are the following components:

- Required State Forms (if applicable)
- Forms Listing
- Endorsements
- Applications

## 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) 572-4422 ext. [Phone]	FEIN Number: 13-1963496	
	-----	

## Filing Fees

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

<i>SERFF Tracking Number:</i>	<i>CHUB-125913170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Federal Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>EO AR0046010F01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Media Guard By Chubb</i>		
<i>Project Name/Number:</i>	<i>endorsement filing/460</i>		
<i>Fee Explanation:</i>	<i>\$50.00 flat charge</i>		
<i>Per Company:</i>	<i>No</i>		

*SERFF Tracking Number:* CHUB-125913170      *State:* Arkansas  
*Filing Company:* Federal Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* EO AR0046010F01  
*TOI:* 17.2 Other Liability - Occurrence Only      *Sub-TOI:* 17.2019 Professional Errors & Omissions  
Liability  
*Product Name:* Media Guard By Chubb  
*Project Name/Number:* endorsement filing/460

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$50.00	12/04/2008	24330431

SERFF Tracking Number: CHUB-125913170

State: Arkansas

Filing Company: Federal Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: EO AR0046010F01

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions Liability

Product Name: Media Guard By Chubb

Project Name/Number: endorsement filing/460

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/07/2009	01/07/2009

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
MediaGuard by Chubb Application for Blanket Producers Liability Coverage	Form	Donna Daigle	12/05/2008	12/05/2008
MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Waltery Insurance Brokers)	Form	Donna Daigle	12/05/2008	12/05/2008

*SERFF Tracking Number:* CHUB-125913170

*State:* Arkansas

*Filing Company:* Federal Insurance Company

*State Tracking Number:* EFT \$50

*Company Tracking Number:* EO AR0046010F01

*TOI:* 17.2 Other Liability - Occurrence Only

*Sub-TOI:* 17.2019 Professional Errors & Omissions  
Liability

*Product Name:* Media Guard By Chubb

*Project Name/Number:* endorsement filing/460

## **Disposition**

Disposition Date: 01/07/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms list	Approved	Yes
Form	Amend Exclusion (A)(15) Endorsement	Approved	Yes
Form	Additional Insured for Internet Activities Endorsement	Approved	Yes
Form	Amend Item 1 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 2 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 3 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 4 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 5 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 6 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 7 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 8 of the Declarations Endorsement	Approved	Yes
Form	Amend Item 9 of the Declarations Endorsement	Approved	Yes
Form	Authors As Insureds Endorsement	Approved	Yes
Form	BI/PD Including Emotional Distress Endorsement	Approved	Yes
Form	Exclude BI/PD Including Emotional Distress Endorsement	Approved	Yes
Form	Children's OnLine Privacy Protection Act Exclusion Endorsement	Approved	Yes
Form	Circulation Misrepresentation Exclusion Endorsement	Approved	Yes
Form	Copyright License Exclusion Endorsement	Approved	Yes

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

<b>Form</b>	Deep Linking Exclusion Endorsement	Approved	Yes
<b>Form</b>	Additional Insured Endorsement	Approved	Yes
<b>Form</b>	Domain Name Exclusion Endorsement	Approved	Yes
<b>Form</b>	Electronic Reproduction Exclusion Endorsement	Approved	Yes
<b>Form</b>	BI/PD Exclusion With Emotional Distress Carveback Endorsement	Approved	Yes
<b>Form</b>	Fair Use Endorsement	Approved	Yes
<b>Form</b>	Film Clips and Stock Footage Exclusion Endorsement	Approved	Yes
<b>Form</b>	Framing Exclusion Endorsement	Approved	Yes
<b>Form</b>	Fully-Earned Premium Endorsement	Approved	Yes
<b>Form</b>	Insured Versus Insured Exclusion Endorsement	Approved	Yes
<b>Form</b>	Interactive Internet Content Exclusion Endorsement	Approved	Yes
<b>Form</b>	Interlocking Coverage Endorsement	Approved	Yes
<b>Form</b>	Internet Activities Music Exclusion Endorsement	Approved	Yes
<b>Form</b>	Library and Acquisition and Development Coverage Endorsement	Approved	Yes
<b>Form</b>	Meta-Tag and Metalanguage Exclusion Endorsement	Approved	Yes
<b>Form</b>	Music Copyright License Exclusion Endorsement	Approved	Yes
<b>Form</b>	National Newspaper Association Endorsement	Approved	Yes
<b>Form</b>	Non-Pyramiding Endorsement	Approved	Yes
<b>Form</b>	Other Insurance Endorsement	Approved	Yes
<b>Form</b>	Photograph Exclusion	Approved	Yes
<b>Form</b>	Prior Knowledge Endorsement	Approved	Yes
<b>Form</b>	Privacy Policy Exclusion Endorsement	Approved	Yes
<b>Form</b>	Producers Liability Omnibus Endorsement	Approved	Yes

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

<b>Form</b>	Producers Title Search and Report Endorsement	Approved	Yes
<b>Form</b>	Specific Claim Exclusion Endorsement	Approved	Yes
<b>Form</b>	Specific Entity(ies) Exclusion Endorsement	Approved	Yes
<b>Form</b>	Sublimit of Liability Endorsement	Approved	Yes
<b>Form</b>	Termination Endorsement	Approved	Yes
<b>Form</b>	Trademark Infringement Exclusion Endorsement	Approved	Yes
<b>Form</b>	Costs of Translation Endorsement	Approved	Yes
<b>Form</b>	Unauthorized Use Exclusion Endorsement	Approved	Yes
<b>Form (revised)</b>	MediaGuard by Chubb Application for Blanket Producers Liability Coverage	Approved	Yes
<b>Form</b>	MediaGuard by Chubb Application for Blanket Producers Liability Coverage	Approved	Yes
<b>Form (revised)</b>	MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Walterry Insurance Brokers)	Approved	Yes
<b>Form</b>	MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Walterry Insurance Brokers)	Approved	Yes

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

**Amendment Letter**

Amendment Date:  
 Submitted Date: 12/05/2008

**Comments:**

The two applications originally submitted with this filing have been revised slightly with regards to the fraud wording. Please see the newly attached applications. Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
MediaGuard by Chubb Application for Blanket Producers Liability Coverage	14-03-0999	12/2008	Application/Binder/Enrollment	New			0	14-03-0999.pdf

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Walterra Insurance Brokers)	14-03-1000	12/2008	Application/Binder/Enrollment	New			0	14-03-1000.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amend Exclusion (A)(15) Endorsement	14-02-14441	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14441.pdf
Approved	Additional Insured for Internet Activities Endorsement	14-02-14524	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14524.pdf
Approved	Amend Item 1 of the Declarations Endorsement	14-02-14526	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14526.pdf
Approved	Amend Item 2 of the Declarations Endorsement	14-02-14527	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14527.pdf
Approved	Amend Item 3 of the Declarations Endorsement	14-02-14528	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14528.pdf
Approved	Amend Item 4 of the Declarations Endorsement	14-02-14529	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14529.pdf
Approved	Amend Item 5 of the Declarations Endorsement	14-02-14530	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14530.pdf
Approved	Amend Item 6 of the Declarations Endorsement	14-02-14531	08/2008	Endorsement/New Amendment/Conditions		0.00	14-02-14531.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability

Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Approved	Amend Item 7 of the Declarations Endorsement	14-02-14532	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14532.pdf
Approved	Amend Item 8 of the Declarations Endorsement	14-02-14533	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14533.pdf
Approved	Amend Item 9 of the Declarations Endorsement	14-02-14534	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14534.pdf
Approved	Authors As Insureds Endorsement	14-02-14535	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14535.pdf
Approved	BI/PD Including Emotional Distress Endorsement	14-02-14536	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14536.pdf
Approved	Exclude BI/PD Including Emotional Distress Endorsement	14-02-14537	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14537.pdf
Approved	Children's OnLine Privacy Protection Act Exclusion Endorsement	14-02-14538	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14538.pdf
Approved	Circulation Misrepresentation Exclusion Endorsement	14-02-14539	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14539.pdf
Approved	Copyright License Exclusion	14-02-14540	08/2008	Endorsement/Amendment/Conditions	New	0.00	14-02-14540.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability

Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Approval	Endorsement	Policy No.	Effective Date	Description	Amount	Attachment
Approved	Deep Linking Exclusion Endorsement	14-02-14541	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14541.pdf
Approved	Additional Insured Endorsement	14-02-14542	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14542.pdf
Approved	Domain Name Exclusion Endorsement	14-02-14543	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14543.pdf
Approved	Electronic Reproduction Exclusion Endorsement	14-02-14544	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14544.pdf
Approved	BI/PD Exclusion With Emotional Distress Carveback Endorsement	14-02-14545	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14545.pdf
Approved	Fair Use Endorsement	14-02-14546	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14546.pdf
Approved	Film Clips and Stock Footage Exclusion Endorsement	14-02-14547	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14547.pdf
Approved	Framing Exclusion Endorsement	14-02-14548	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14548.pdf
Approved	Fully-Earned Premium Endorsement	14-02-14549	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14549.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Approval	Description	Policy No.	Effective Date	Endorsement Description	Amount	File Name
Approved	Insured Versus Insured Exclusion Endorsement	14-02-14550	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14550.pdf
Approved	Interactive Internet Content Exclusion Endorsement	14-02-14551	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14551.pdf
Approved	Interlocking Coverage Endorsement	14-02-14552	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14552.pdf
Approved	Internet Activities Music Exclusion Endorsement	14-02-14553	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14553.pdf
Approved	Library and Acquisition and Development Coverage Endorsement	14-02-14554	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14554.pdf
Approved	Meta-Tag and Metalanguage Exclusion Endorsement	14-02-14555	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14555.pdf
Approved	Music Copyright License Exclusion Endorsement	14-02-14556	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14556.pdf
Approved	National Newspaper Association Endorsement	14-02-14557	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14557.pdf
Approved	Non-Pyramiding Endorsement	14-02-14558	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14558.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability  
 Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Approval	Description	Policy No.	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Other Insurance Endorsement	14-02-14559	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14559.pdf
Approved	Photograph Exclusion	14-02-14560	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14560.pdf
Approved	Prior Knowledge Endorsement	14-02-14561	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14561.pdf
Approved	Privacy Policy Exclusion Endorsement	14-02-14562	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14562.pdf
Approved	Producers Liability Omnibus Endorsement	14-02-14563	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14563.pdf
Approved	Producers Title Search and Report Endorsement	14-02-14564	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14564.pdf
Approved	Specific Claim Exclusion Endorsement	14-02-14565	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14565.pdf
Approved	Specific Entity(ies) Exclusion Endorsement	14-02-14566	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14566.pdf
Approved	Sublimit of Liability Endorsement	14-02-14567	08/2008	Endorsement/Amendment/Conditions	0.00	14-02-14567.pdf

SERFF Tracking Number: CHUB-125913170 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: EO AR0046010F01  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability

Product Name: Media Guard By Chubb  
 Project Name/Number: endorsement filing/460

Approved	Termination Endorsement	14-02- 14568	08/2008	Endorseme New nt/Amendm ent/Condi tions	0.00	14-02- 14568.pdf
Approved	Trademark Infringement Exclusion Endorsement	14-02- 14569	08/2008	Endorseme New nt/Amendm ent/Condi tions	0.00	14-02- 14569.pdf
Approved	Costs of Translation Endorsement	14-02- 14570	08/2008	Endorseme New nt/Amendm ent/Condi tions	0.00	14-02- 14570.pdf
Approved	Unauthorized Use Exclusion Endorsement	14-02- 14571	08/2008	Endorseme New nt/Amendm ent/Condi tions	0.00	14-02- 14571.pdf
Approved	MediaGuard by Chubb Application for Blanket Producers Liability Coverage	14-03- 0999	12/2008	Application/ New Binder/Enro llment	0.00	14-03- 0999.pdf
Approved	MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Waltery Insurance Brokers)	14-03- 1000	12/2008	Application/ New Binder/Enro llment	0.00	14-03- 1000.pdf



**ENDORSEMENT/RIDER**

<COVSECT>

Effective date of  
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND EXCLUSION (A)(15) ENDORSEMENT**

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

Section III. EXCLUSIONS, Exclusion (A)(15) is deleted and replaced with the following:

- (15) based upon, arising from or in consequence of any professional or consulting services which do not fall within the definition of **Media Activities**, **Internet Activities** or **Production 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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**ADDITIONAL INSURED FOR INTERNET ACTIVITIES ENDORSEMENT**

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

The term "**Insured**," as defined in Section II. Definitions of the Policy, is amended to include any entity(ies) listed below (each an "Additional **Insured**"), but only with respect to **Claims** arising out of any **Internet Site**; provided, that notwithstanding any other provision in the Policy, no coverage will be available for any Additional **Insured** under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from any breach of representation, warranty or guarantee by such Additional **Insured** in its contract with the **Insured**:

<ADDINSENTITY>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 1 of the Declarations is deleted and replaced with the following:

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

<PARENTORGANIZATION>

<ADDRESS1>

<ADDRESS2>

<ADDRESS3>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 2 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 2 of the Declarations is deleted and replaced with the following:

**ITEM 2     Policy Period**

(A) Inception Date: <INCDATENEW>

(B) Expiration Date: <EXPDATENEW>

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

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 3 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 3 of the Declarations is deleted and replaced with the following:

ITEM 3. Aggregate Limit of Liability Each Policy Period

\$ <AGGLOL-ITEM3>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

**AMEND ITEM 4 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 4 of the Declarations is deleted and replaced with the following:

**ITEM 4. Limits of Liability (Inclusive of **Defense Costs**) & 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	\$ <LIMITOFLIABILITY1>	\$<RETENTION1>
(B) <b>Covered Subpoena</b> Coverage (News Organizations Only)	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ <LIMITOFLIABILITY2> each <b>Covered Subpoena</b>	\$<RETENTION2>
(C) Producers Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ <LIMITOFLIABILITY3>	\$<RETENTION3>
(D) Internet Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ <LIMITOFLIABILITY4>	\$<RETENTION4>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 5 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 5 of the Declarations is deleted and replaced with the following:

ITEM 5      **Covered Media**  
                 <COVEREDMEDIA>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 6 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 6 of the Declarations is deleted and replaced with the following:

ITEM 6      **Internet Site**  
                 <INTERNETSITE>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 7 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 7 of the Declarations is deleted and replaced with the following:

ITEM 7            **Production(s):**  
                    <NAMEOFPRODUCTION>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 8 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 8 of the Declarations is deleted and replaced with the following:

ITEM 8	Coinsurance Percentage	
(A)	<b>Claims</b> based upon, arising from or in consequence of an <b>Insured's Media Activities</b> under Insuring Clause (A)	<CO-INSPERCENT> %
(B)	<b>Subpoena Defense Costs</b> on behalf of an <b>Insured</b> as a result of any <b>Covered Subpoena</b> under Insuring Clause (B)	<CO-INSPERCENT2> %
(C)	<b>Claims</b> based upon, arising from or in consequence of an <b>Insured's Production Activities</b> under Insuring Clause (C)	<CO-INSPERCENT3> %
(D)	<b>Claims</b> based upon, arising from or in consequence of an <b>Insured's Internet Activities</b> under Insuring Clause (D)	<CO-INSPERCENT4> %

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AMEND ITEM 9 OF THE DECLARATIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Item 9 of the Declarations is deleted and replaced with the following:

ITEM 9      **Premium:**  
              \$ <PREMIUM>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**AUTHORS AS INSUREDS ENDORSEMENT**

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

1. The term "**Insured**," as defined in Section II. DEFINITIONS of the Policy, is amended to include "**Insured Author**".
2. Section II. DEFINITIONS, is amended to include the following definition:

**"Insured Author"** shall mean any person(s) providing **Matter** for publication to an **Insured**.

3. Section III. EXCLUSIONS, is amended by adding the following Exclusion:

Notwithstanding any other provision in the Policy, no coverage will be available for any **Insured Author** under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from the breach of any representation, warranty or guarantee made by any **Insured Author** in its publishing contract with such **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>

---

**BI/PD INCLUDING EMOTIONAL DISTRESS ENDORSEMENT**

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

1. With regard to any actual or alleged **Claims** or **Related Claims** involving the application or alleged application of Joint Tortfeasor laws, Section III. EXCLUSIONS (A)(4) of the Policy is deleted and replaced with the following with respect to all such **Claims** or **Related Claims**:
  - (3) based on or directly or indirectly arising out of or resulting from 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 property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed.
2. Section II. DEFINITIONS, the term "**Media Activities**", subparagraph (A)(3) of the Policy 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

**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>

---

**EXCLUDE BI/PD INCLUDING EMOTIONAL DISTRESS ENDORSEMENT**

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

1. With regard to any actual or alleged **Claims** or **Related Claims** involving the application or alleged application of Sections 10-6-7 and 10-6-8 of Rhode Island General Laws, Section III. EXCLUSIONS (A)(4) of the Policy is deleted and replaced with the following with respect to all such **Claims** or **Related Claims**:
  - (3) based on or directly or indirectly arising out of or resulting from 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 property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed.
2. Section II. DEFINITIONS, subparagraph (A)(3) under the term "**Media Activities**" of the Policy 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

**ENDORSEMENT/RIDER**

<COVSECT>

Effective date of  
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**CHILDREN'S ONLINE PRIVACY PROTECTION ACT EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for any **Claim** based upon or directly or indirectly arising out of or resulting from any actual or alleged violation of the Children's Online Privacy Protection Act of 1998 (COPPA) and any amendments thereto, or any other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing.

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>

---

**CIRCULATION MISREPRESENTATION EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that the Company will not pay **Loss**, including **Defense Costs**, for **Claims** for any actual or alleged misrepresentations with respect to the circulation of the **Insured's Covered Media**, provided that this exclusion will not apply to the **Insured's** news reporting of circulation misrepresentation.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**COPYRIGHT LICENSE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, no coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from any actual or alleged failure to obtain any necessary copyright license(s) in connection with any **Activity(ies)**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**DEEP LINKING EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from any **Internet Activities** for any **Internet Site** containing a link to an internet site owned and maintained by a party other than the **Insured** if such link is without the permission of such other party.

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 the distribution 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 the distribution 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**:

(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**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**DOMAIN NAME EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Loss** on account of any **Claim** based on or directly or indirectly arising out of or resulting from the actual or alleged use by any **Insured** of any title, slogan, trademark, trade name, or other name or expression not owned by the **Insured Organization** as a domain name.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**ELECTRONIC REPRODUCTION EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage shall be available for **Loss** for any **Claim** based on or directly or indirectly arising out of or resulting from any electronic publication, dissemination, release, reproduction, distribution, transmission, display or use of a contribution to a collective work in a manner not privileged by § 201(c) of the Copyright Act (17 U.S.C. § 201(c)) or any amendments thereto or any similar statute or common law, including but not limited to publication, dissemination, release, reproduction, distribution, transmission, display or use on or via a computer, the internet, email, electronic archive, electronic database, CD-ROM, or other electronic means.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**BI/PD EXCLUSION WITH EMOTIONAL DISTRESS CARVEBACK ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section III EXCLUSIONS, (A)(4) is deleted and replaced with the following:

- (4) based on or directly or indirectly arising out of or resulting from bodily injury to or sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof; provided that this EXCLUSION (A)(4) shall not apply to **Claims** for emotional distress actually or allegedly resulting from **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>

---

**FAIR USE ENDORSEMENT**

In consideration of the premium charged, it is agreed that, subject to the terms, conditions and exclusions of this Policy, the Policy shall apply to **Claims** arising out of the gathering, recording or collection of **Matter** or content or the publication, dissemination or release of **Matter** or content pursuant to the **Insured Organization** receiving the opinion of its General Counsel, or outside legal counsel, that the use of such **Matter** or content is protected by 17 U.S.C. § 107 (the "Fair Use Doctrine").

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>

---

**FILM CLIPS AND STOCK FOOTAGE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that the Company will not pay **Loss**, including **Defense Costs**, for **Claims** based on or directly or indirectly arising out of or resulting from any actual or alleged use of film clips or stock footage.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**FRAMING EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for any **Claim** based on or directly or indirectly arising out of or resulting from the practice by an **Insured** of linking to another internet site and displaying such site, or contents from such site, within a frame on an **Insured's Internet Site**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**FULLY-EARNED PREMIUM ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section XXIII. Termination of Policy, subparagraph (A)(1), is deleted and replaced with the following:

- (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 **Covered Media**. Under such circumstances, the entire premium for this Policy shall be fully earned.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**INSURED VERSUS INSURED EXCLUSION ENDORSEMENT**

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

- (1) Notwithstanding the provisions in Section III. EXCLUSIONS, subparagraphs (A)(3) and (A)(10)(c)(ii), no coverage will be available under this Policy for any **Claim** based on or directly or indirectly arising out of or resulting from any demand, suit or other proceeding brought by or on behalf of any **Insured** against any other **Insured**.
- (2) For the purposes of this Endorsement, Section III. EXCLUSIONS (A)(3) is deleted and replaced with the following:
  - (A)(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.
- (3) For the purposes of this Endorsement, Section III. EXCLUSIONS (A)(10) is deleted and replaced with the following:
  - (A)(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**; or
    - (c) any alleged agreement between the **Insured** and the source of any **Matter** supplied to the **Insured** regarding the confidentiality to be afforded to such source or such **Matter**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**INTERACTIVE INTERNET CONTENT EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that the Company shall not be liable for any **Claim** based on or directly or indirectly arising out of or resulting from the dissemination, publication, transmission, display or use of **Matter** in, on or via a bulletin board, chat room, blog (including but not limited to video and audio blogs) or any other interactive computer program or functionalities upon which such expression is fixed.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**INTERLOCKING COVERAGE ENDORSEMENT**

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

- (1) No coverage will be available under this Policy for **Loss** on account of any **Claim** based on or directly or indirectly arising out of or resulting from any Advertising Injury or Personal Injury; provided that this exclusion, other than offenses (i) through (iii) in the definition of Personal Injury, shall not apply where the **Insured Organization's** business is advertising, broadcasting, publishing, telecasting or telemarketing.
- (2) For the purposes of this Endorsement, the following terms shall have the following meanings:
  - (a) "Advertising" means any advertisement, publicity article, broadcast or telecast.
  - (b) "Advertising Injury" means injury arising solely out of one or more of the following offenses committed in the course of advertising your goods, products or services:
    - (i) oral or written publication of advertising material that slanders or libels a person or organization;
    - (ii) oral or written publication of advertising material that violates a person's right of privacy; or
    - (iii) infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.
  - (c) "Personal Injury" means injury, other than bodily injury, arising out of one or more of the following offenses committed in the course of the **Insured Organization's** business, other than advertising:
    - (i) false arrest, detention or imprisonment;

- (ii) malicious prosecution;
- (iii) the wrongful eviction from, wrongful entry into or invasion of the right of privacy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- (iv) oral or written publication of material that slanders or libels a person or organization;
- (v) oral or written publications of material that violates a person's right of privacy; or
- (vi) discrimination (unless insurance thereof is prohibited by law) based on race, color, religion, sex, age or national origin, except when alleged, charged or suffered by any:
  - (1) applicant for employment;
  - (2) present or former employee; or
  - (3) prospective employee.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**INTERNET ACTIVITIES MUSIC EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this policy for **Loss** on account of any **Claim** for **Internet Activities** based on or directly or indirectly arising out of or resulting from any musical composition, music recording or other audio expression disseminated, distributed or otherwise available to be downloaded from any **Internet Site**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

### LIBRARY AND ACQUISITION AND DEVELOPMENT COVERAGE ENDORSEMENT

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

- (1) The term "**Covered Media**," as defined in Section II Definitions is deleted and replaced with the following

**Covered Media** means:

- (A) All motion picture productions, television productions, theatrical productions and other entertainment productions in the **Insured's** Library as of the Inception Date of this Policy as set forth in Item 2 of the Declarations;
- (B) All motion picture productions, television productions, theatrical productions and other entertainment productions added to the **Insured's** Library during the **Policy Period**; provided, however, that such productions will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;
- (C) All Acquired Productions, provided, however, that such Acquired Production will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;
- (D) All Acquired Distribution Rights; provided, however, that such Acquired Distribution Rights will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;

- (E) All Original Productions during the Development Phase only; and
  - (F) All advertising materials created or disseminated by the **Insured** to publicize or promote any of the foregoing **Covered Media**.
- (2) For purposes of this Endorsement, the term "Acquired Distribution Rights" means any motion picture production, television production, theatrical production or other entertainment production that was produced by an entity not owned, controlled or created by or on behalf of the **Insured** and where the **Insured** has only obtained rights to distribute the production.
- (3) For purposes of this Endorsement, the term "Acquired Production" means any motion picture production, television production, theatrical production or other entertainment production that: (a) was produced by an entity not owned, controlled or created by or on behalf of the **Insured**; and (b) at the time the production was acquired by the **Insured**, either: (i) had not been commercially distributed or (ii) not more than one (1) year had elapsed since such production was first commercially distributed or released.
- (4) For purposes of this Endorsement, the term "Development Phase" means the period of time beginning with the initial consideration of an Original Production and ending thirty (30) days prior to the earliest of (a) the first day of principal photography of any television or motion picture production; (b) the first day of taping of any television production, or (c) the first rehearsal of any theatrical production.
- (5) For purposes of this Endorsement, the term "Library" means all motion picture, television, theatrical and other entertainment productions that are: (a) owned by the **Insured** and (b) not Original Productions; provided that at least one year has elapsed from the time that any such production was first commercially distributed or released. With respect to Original Productions, an Original Production shall become part of the **Insured's** Library two years from the time that such production was first commercially distributed or released, provided that such Original Production was or is covered by an Errors and Omissions Insurance policy with a term of at least three (3) years.
- (6) For purposes of this Endorsement, the term "Original Production" means any motion picture production, television production, theatrical production or other entertainment production produced by the **Insured** or an entity owned, controlled, financed or created by the **Insured**.
- (7) It is hereby understood and agreed that in the event of a **Claim** arising during the Development Phase of an Original Production, coverage shall be afforded for **Loss** (including **Defense Expenses**) incurred during the Development Phase. However, in the event that the **Insured** elects to proceed with the production beyond the Development Phase, there will be no coverage for **Loss** (including **Defense Expenses**) once the Development Phase has concluded.
- (8) Section III. Exclusions, is amended by adding the following Exclusion:
- The Company will not pay **Loss** on account of any **Claim** based on or directly or indirectly arising out of an Original Production, provided that this Exclusion shall not apply to: (a) **Claims** arising during the Development Phase or (b) Original Productions in the **Insured's** Library pursuant to paragraph (5) above.
- (9) Solely with respect to this Endorsement, Section IV Conditions (F) Other Insurance is deleted and replaced with the following:
- All **Loss** payable under this Policy will be specifically excess of and will not contribute with other valid insurance (whether collectible or not), including, but not limited to, any Errors or Omissions Insurance covering any production (the "E&O Insurance"). The E&O

Insurance will be considered primary insurance for any **Claim**. Further, coverage under this Policy shall apply only after all of the E&O Insurance has been exhausted by the actual payment of claims or losses.

- (10) If any **Claim** gives rise to coverage both under this Policy and under Policy No. <POLNUM-OTHER> (the "Other Policy") issued to <NAME(S)>, the maximum aggregate limit of liability under both policies for all **Loss** under this Policy, and all **Loss** (as defined in the **Other Policy**) under the **Other Policy**, in respect of such **Claim** shall not exceed the larger single available limit of liability under either of such policies.
- (11) Nothing in this endorsement is intended, nor shall it be construed, to obligate or require any payment of **Loss** under this Policy in respect of such **Claim** in any amount exceeding the available Limit of Liability 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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**META-TAG AND METALANGUAGE EXCLUSION ENDORSEMENT**

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

- (1) No coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from the use by any **Insured** of any trademark not owned by the **Insured Organization** in the Meta-Tag or metalanguage of the **Insured Organization's Internet Site(s)**.
- (2) For the purpose of this endorsement, the terms "Meta-Tag" or "metalanguage" means embedded descriptive text of the **Insured Organization's Internet Site(s)** hidden to the viewer of the web page but readable by the search engine in order to:
  - (a) notify search engines of the content of web sites;
  - (b) facilitate keyword matches; or
  - (c) control how the **Insured Organization's Internet Site(s)** is indexed by search engines.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**MUSIC COPYRIGHT LICENSE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from any failure to obtain the necessary copyright license(s), including but not limited to synchronization license(s), in connection with the use of any copyrighted musical work or composition in content or programming produced by the **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>

---

NATIONAL NEWSPAPER ASSOCIATION ENDORSEMENT

In consideration of the premium charged, solely with respect to the reporting of events or happenings by the **Insured's** news media organization, it is agreed that:

1. The term "**Media Activities**," as defined in Section II DEFINITIONS of this Policy, is amended to include the gathering, recording, collection, publication, dissemination or release of **Matter** pursuant to the usual and ordinary business operations of the **Insured**.
2. The **Insured's** maintenance of membership in the National Newspaper Association shall be a condition precedent to the coverage afforded under this Policy. Accordingly, the Company shall not be liable for **Loss** on account of any **Claim** arising out of **Media Activities** occurring during such time that the **Insured** was not a member of the National Newspaper Association.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**NON-PYRAMIDING ENDORSEMENT**

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

- (1) If any **Claim** gives rise to coverage both under this Policy and under Policy No. <OTHERPOLNUMBER> (the "Other Policy") issued to <PERSONORENTITIES>, the maximum aggregate limit of liability under both policies for all **Loss** under this Policy, and all **Loss** (as defined in the Other Policy) under the Other Policy, in respect of such **Claim** shall not exceed the larger single available limit of liability under either of such policies.
- (2) Nothing in this endorsement is intended, nor shall it be construed, to obligate or require any payment of **Loss** under this Policy in respect of such **Claim** in any amount exceeding the available Limit of Liability 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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**OTHER INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Claims** against the **Insured** for which coverage is afforded under the <OTHPOLTITLE>, Policy No. [<OTHPOL1NUMBER>], issued by <OTHPOL1CARR> to <INSURED> (whether or not collectible), or would be afforded under such policy but for the depletion of the limits of liability of such 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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**PHOTOGRAPH EXCLUSION**

In consideration of the premium charged, it is agreed that the Company will not pay **Loss**, including **Defense Costs**, for **Claims** based on or directly or indirectly arising out of or resulting from any actual or alleged use of photographs.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**PRIOR KNOWLEDGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that the Company shall not be liable for **Loss** on account of any **Claim** made against any **Insured** based on or directly or indirectly arising out of or resulting from any **Activity(ies)** which occurred prior to <PRIORKNOWDATE> if, on or before such date, any person or entity included within the definition of **Insured** knew or could have reasonably foreseen that such **Activity(ies)** did or could result in a **Claim** against any **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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**PRIVACY POLICY EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for any **Claim** based on directly or indirectly arising out of or resulting from:

- (a) an **Insured's** collection or use of information regarding a visitor to an **Internet Site**; or
- (b) an **Insured's** failure to fully or adequately advise a visitor to an **Internet Site** of:
  - (i) such visitor's rights of privacy;
  - (ii) an **Insured's** privacy policy; or
  - (iii) an **Insured's** monitoring of, or use of information obtained from, a visitor's use of an **Internet Site**.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

PRODUCERS LIABILITY OMNIBUS ENDORSEMENT

In consideration of the premium charged, it is agreed that the policy is amended as follows:

1. The term "**Insured Person**," as defined in Section II. DEFINITIONS of the Policy, is deleted and replaced with the following:

**Insured Person** means:

- (A) any natural person or entity who was, now is or shall become a director, officer, member of the management committee, partner or foreign equivalent executive position, employee (full-time, part-time, seasonal, leased or temporary), cast or crew member, volunteer or a show participant of an **Insured Organization**, but only while acting within the scope of his or her duties as such;
- (B) any natural person or entity 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;
- (C) any natural person or entity 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**;
- (D) the **Insured Organization's** stockholders for their liability as stockholders; or

(E) any loan-out company and its officers and employees, but only with respect to specific work for which the loan-out company has agreed to supply the services of its employees to the **Insured Organization** for **Production Activities**.

2. The term "**Production Activities**" as defined in Section II. DEFINITIONS of the Policy, is deleted and replaced with the following:

- (A) any actual or alleged act, error or omission arising directly out of the preparation, production, publication, dissemination, release, broadcast, telecast, exhibition, sale, licensing or distribution of **Matter** in connection with **Productions**, 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**; and
- (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**.

3. Section III. EXCLUSIONS (A)(10) of the Policy is deleted and replaced with the following:

- (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 **Claim** pursuant to 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 **Claim** alleging failure to attribute authorship, provide credit or provide correct credit under any agreement to which the **Insured** is a party;
- (e) any **Claim** alleging misappropriation of ideas under implied contract; or
- (f) any **Claim** alleging breach of a contract, implied-in-law or implied-in-fact, arising out of the actual or alleged submission of any literary, dramatic, musical or other similar material, or breach of trust and confidence arising out of any such submission.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**PRODUCERS TITLE SEARCH AND REPORT ENDORSEMENT**

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

Section III. EXCLUSIONS of the Policy is amended by adding the following Exclusion:

The Company will not pay **Loss**, including **Defense Costs**, for any **Claim** based on or directly or indirectly arising out of or resulting from the title of any of the following productions unless a satisfactory "Title Search and Report" has been approved by the Company by a separate endorsement to this Policy:

<NAMEOFORODUCTIONS>

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**SPECIFIC CLAIM EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Loss**, including **Defense Costs**, for **Claims** based on or directly or indirectly arising out of or resulting from <ACTIVITY>.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**SPECIFIC ENTITY(IES) EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Loss**, including **Defense Costs**, for **Claims** based on or directly or indirectly arising out of or resulting from any actual or alleged act, error or omission committed or allegedly committed by any of the following entity(ies) or any director, officer, employee, partner, agent or independent contractor thereof, while acting within the scope of his or her duties as such:

<ENTITY(IES)>.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

**SUBLIMIT OF LIABILITY ENDORSEMENT**

In consideration of the premium charged, it is agreed that, solely with respect to **Claims** against or in any way involving <ENTITY(IES)>, ITEM 4 of the Declarations is deleted and replaced with the following:

**ITEM 4. LIMITS OF LIABILITY (Inclusive of **Defense Costs**) & RETENTION AMOUNTS**

<b>The selection of "No" or failure to select either "Yes" or "No" indicates that the respective Coverage is not included in the policy.</b>			
<u>INSURING CLAUSE</u>	<u>COVERAGE REQUESTED</u>	<u>EACH CLAIM OR RELATED CLAIM LIMIT OF LIABILITY</u>	<u>RETENTION AMOUNT</u>
(A) Newsmedia and Multimedia Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <LIMITOF LIAB1>	\$ <RETENTION1>
(B) <b>Covered Subpoena</b> Coverage (For News Organizations Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <LIMITOF LIABILITY2> each <b>Covered Subpoena</b>	\$ <RETENTION2>
(C) Producers Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <LIMITOF LIABILITY3>	\$ <RETENTION3>
(D) Internet Liability Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <LIMITOF LIABILITY4>	\$ <RETENTION4>

With respect to all other Claims, 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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**TERMINATION ENDORSEMENT**

In consideration of the premium charged, it is agreed that, pursuant to Section XXIII. TERMINATION OF POLICY, subparagraph (A)(1), and in response to the **Parent Organization's** written notice of termination dated <DATETERMNOTICE>, this Policy is terminated effective <DATERECEIPTTERM>.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**TRADEMARK INFRINGEMENT EXCLUSION ENDORSEMENT**

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

- (A) Section II. Definitions, the term "**Media Activities**", subparagraph (A)(5) is deleted and replaced with the following:
  - (5) copyright infringement or misappropriation of property rights, information or ideas.
- (B) No coverage will be available under this Policy for any **Loss** for **Claims** based on or directly or indirectly arising out of or resulting from any actual or alleged dilution or infringement of any title, slogan, trademark, trade name, service mark or service name.
- (C) Section III. Exclusions, (A)(14) subparagraph (d) is deleted and replaced with the following:
  - (d) copyright infringement or misappropriation of property rights, information or ideas.

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>

Company: <CARRNAME>

Endorsement/rider No. <EN>

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

Issued to: <ACCTNAME>

---

**COSTS OF TRANSLATION ENDORSEMENT**

In consideration of the premium charged, it is agreed that in the event of a **Claim** involving content containing foreign language, the **Insured** shall furnish to the Company, at the **Insured's** expense, an English translation of any such content.

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>

---

**UNAUTHORIZED USE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from the actual or alleged use of the name or likeness of any person without a valid and legally binding release or license, or the actual or alleged use of such name or likeness in a manner that allegedly exceeds the scope of such release or license.

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



**BY COMPLETING THIS 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 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. Productions mean blanket productions to be insured.
4. Please attach a copy of the following for every **Applicant** seeking coverage:
  - Experience resume of its Producer and Executive Producer for the Productions;
  - Standard contract with advertising agencies, distributors, etc.;
  - Description of **Applicant's** last three Productions;
  - Annual gross revenues and production costs for the past year and an estimate for the current year;
  - Sample advertising specimens for the **Applicant's** Productions;
  - Clearance guidelines; and
  - Top five (5) clients and percentage of **Applicant's** gross revenues or anticipated revenues.

**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:  
 \$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 for the Productions:  
     Estimated Production Costs: \_\_\_\_\_ Estimated Gross Revenues: \_\_\_\_\_
- 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. Estimated type and number of Productions to be produced annually:

Type of Productions	Number of Productions
Commercials	_____
Educational Films	_____
Infomercials	_____
Documentaries	_____
Industrial Films	_____
Training Films	_____
Other	_____

7. Please describe the general content of the Productions to be insured: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



8. Names of authors and writers of:

- a. underlying works: \_\_\_\_\_  
 b. screenplays, etc.: \_\_\_\_\_

Will the necessary agreements from the authors and writers be obtained prior to commercial distribution and release of the Productions?  Yes  No

9. Productions are:

- 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(s): \_\_\_\_\_

Will the necessary agreements from the owners of the other work(s) be obtained prior to commercial distribution and release of the Productions?  Yes  No

- Other (Please explain): \_\_\_\_\_

10. Production contents are:

<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) _____			

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

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

12. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Productions?  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 Productions?  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 Productions?  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. Will the name or likeness of any living person be used or will any living person be portrayed (with or without use of name or likeness) in the Productions prior to commercial distribution and release?  Yes  No  
 If Yes, will clearances been obtained in all cases prior to commercial distribution and release?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_

6. Will the name or likeness of any deceased person be used or will any deceased person be portrayed (with or without name or likeness) in the Productions?  Yes  No  
 If Yes, will clearances be obtained in all cases from personal representatives, heirs or other owners of such rights prior to commercial distribution and release of the Productions?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_
7. Prior to commercial distribution and release of the Productions, will there be any reasonable expectation that a living person could claim to be identifiable in the Productions, whether or not the person's name or likeness will be used or the Production purports to be fictional?  Yes  No  
 If Yes, will a release be obtained from such person prior to commercial distribution and release of the Productions?  Yes  No  
 If a release will 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 Productions?  Yes  No
9. Will title reports be obtained from a title clearance service prior to commercial distribution and release of the Productions?  Yes  No
10. Will a copyright report be obtained prior to commercial distribution and release of the Productions?  Yes  No  
 Will ambiguities or gaps in the line of copyright ownership ("chain of title") be favorably addressed prior to commercial distribution and release of the Productions? \_\_\_\_\_  
 If No, please explain why not: \_\_\_\_\_



11. Will there be any literary or other material in the Productions that was copyrighted in the United States before January 1, 1978?  Yes  No  
 If Yes, please explain: \_\_\_\_\_
- 
12. Will there be any clips (film or video excerpts from other sources) or photographs used in the Productions?  Yes  No  
 If Yes, have all licenses and consents for the clips been obtained prior to commercial distribution and release of the Productions?  Yes  No  
 If No, please explain: \_\_\_\_\_
- 
13. Will a script research report be obtained (to clear character and business names, etc.) prior to commercial distribution and release of the Productions?  Yes  No  
 If Yes, will suggested changes be made and suggested permissions obtained prior to commercial distribution and release of the Productions?  Yes  No  
 If No to either question, please explain: \_\_\_\_\_
- 
14. Will musical rights be cleared prior to commercial distribution and release of the Productions?  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
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. Will products be used in any of the Productions?  Yes  No  
 If Yes, will **Applicant** obtain releases from owners of these products prior to commercial distribution and release of the Productions?  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 is commissioned, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to commercial distribution and release of the Productions?  Yes  No

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

1. Does the **Applicant** have blanket 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, 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 Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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

**Notice to 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 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.

**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.



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

**MEDIAGUARD<sup>SM</sup> by CHUBB**  
 Application  
 for Blanket Producers Liability Coverage

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 (Print & Sign): _____		
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 Productions.

1. **Applicant** and its counsel should monitor the Productions 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 Productions 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 Productions 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 any 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 Productions. 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 any 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 any 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 for an underlying script, book or other work must be obtained, unless the particular 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 particular 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 for the Productions, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS FAVORABLE TITLE REPORTS AND OPINIONS ARE OBTAINED PRIOR TO COMMERCIAL DISTRIBUTION AND RELEASE OF THE PRODUCTIONS.**



8. Whether a particular 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 a 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 any Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the particular 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 a particular 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.



**BY COMPLETING THIS 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 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. Productions mean blanket productions to be insured.
4. Please attach a copy of the following for every **Applicant** seeking coverage:
  - Experience resume of its Producer and Executive Producer for the Productions;
  - Standard contract with advertising agencies, distributors, etc.;
  - Description of **Applicant's** last three Productions;
  - Annual gross revenues and production costs for the past year and an estimate for the current year;
  - Sample advertising specimens for the **Applicant's** Productions;
  - Clearance guidelines; and
  - Top five (5) clients and percentage of **Applicant's** gross revenues or anticipated revenues.
5. Please return the completed Application to: **Walterry Insurance Brokers**  
 7411 Old Branch Avenue, Clinton, Maryland 20735  
 301-868-7200 • 800-638-8791 • Fax 301-868-2611  
 Web site [www.walterry.com](http://www.walterry.com) • Email [media@walterry.com](mailto:media@walterry.com)

**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:

\$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 for the Productions:

Estimated Production Costs: \_\_\_\_\_ Estimated Gross Revenues: \_\_\_\_\_

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. Estimated type and number of Productions to be produced annually:

Type of Productions	Number of Productions
Commercials	_____
Educational Films	_____
Infomercials	_____
Documentaries	_____
Industrial Films	_____
Training Films	_____
Other	_____

7. Please describe the general content of the Productions to be insured: \_\_\_\_\_



8. Names of authors and writers of:

- a. underlying works: \_\_\_\_\_  
 b. screenplays, etc.: \_\_\_\_\_

Will the necessary agreements from the authors and writers be obtained prior to commercial distribution and release of the Productions?  Yes  No

9. Productions are:

- 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(s): \_\_\_\_\_

Will the necessary agreements from the owners of the other work(s) be obtained prior to commercial distribution and release of the Productions?  Yes  No

Other (Please explain): \_\_\_\_\_

10. Production contents are:

<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) _____			

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

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

12. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Productions?  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 Productions?  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 Productions?  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. Will the name or likeness of any living person be used or will any living person be portrayed (with or without use of name or likeness) in the Productions prior to commercial distribution and release?  Yes  No  
 If Yes, will clearances been obtained in all cases prior to commercial distribution and release?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_  
 \_\_\_\_\_
  
6. Will the name or likeness of any deceased person be used or will any deceased person be portrayed (with or without name or likeness) in the Productions?  Yes  No  
 If Yes, will clearances be obtained in all cases from personal representatives, heirs or other owners of such rights prior to commercial distribution and release of the Productions?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_  
 \_\_\_\_\_
  
7. Prior to commercial distribution and release of the Productions, will there be any reasonable expectation that a living person could claim to be identifiable in the Productions, whether or not the person's name or likeness will be used or the Production purports to be fictional?  Yes  No  
 If Yes, will a release be obtained from such person prior to commercial distribution and release of the Productions?  Yes  No  
 If a release will 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 Productions?  Yes  No
  
9. Will title reports be obtained from a title clearance service prior to commercial distribution and release of the Productions?  Yes  No
  
10. Will a copyright report be obtained prior to commercial distribution and release of the Productions?  Yes  No  
 Will ambiguities or gaps in the line of copyright ownership ("chain of title") be favorably addressed prior to commercial distribution and release of the Productions? \_\_\_\_\_  
 \_\_\_\_\_



If No, please explain why not: \_\_\_\_\_

11. Will there be any literary or other material in the Productions that was copyrighted in the United States before January 1, 1978?  Yes  No

If Yes, please explain: \_\_\_\_\_

12. Will there be any clips (film or video excerpts from other sources) or photographs used in the Productions?  Yes  No

If Yes, have all licenses and consents for the clips been obtained prior to commercial distribution and release of the Productions?  Yes  No

If No, please explain: \_\_\_\_\_

13. Will a script research report be obtained (to clear character and business names, etc.) prior to commercial distribution and release of the Productions?  Yes  No

If Yes, will suggested changes be made and suggested permissions obtained prior to commercial distribution and release of the Productions?  Yes  No

If No to either question, please explain: \_\_\_\_\_

14. Will musical rights be cleared prior to commercial distribution and release of the Productions?  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

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. Will products be used in any of the Productions?  Yes  No

If Yes, will **Applicant** obtain releases from owners of these products prior to commercial distribution and release of the Productions?  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 is commissioned, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to commercial distribution and release of the Productions?  Yes  No

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

1. Does the **Applicant** have blanket 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, 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 Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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

**Notice to 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 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.

**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.



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

**MEDIAGUARD<sup>SM</sup> by CHUBB**  
 Application  
 for Blanket Producers Liability Coverage

**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.

**Waltery Insurance Brokers**  
 7411 Old Branch Avenue, Clinton, Maryland 20735  
 301-868-7200 • 800-638-8791 • Fax 301-868-2611  
 Web site [www.waltery.com](http://www.waltery.com) • Email [media@waltery.com](mailto:media@waltery.com)

<u>Produced By:</u>		
Agent: (Print & Sign) _____		
Agency: _____		
Agency Taxpayer ID or SS No.: _____		Agent License No.: _____
Address: _____		
City: _____		State: _____ Zip: _____

***Do Not Complete-Waltery Use Only***

Date Paid:		Policy Number:	
Amount Paid:		Annual Premium:	
Check Number:		Policy Dates:	



---

## 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 Productions.

1. **Applicant** and its counsel should monitor the Productions 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 Productions 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 Productions 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 any 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 Productions. 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 any 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 any 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 for an underlying script, book or other work must be obtained, unless the particular 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 particular 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 for the Productions, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS FAVORABLE TITLE REPORTS AND OPINIONS ARE OBTAINED PRIOR TO COMMERCIAL DISTRIBUTION AND RELEASE OF THE PRODUCTIONS.**



8. Whether a particular 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 a 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 any Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the particular 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 a particular 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.

*SERFF Tracking Number:* CHUB-125913170

*State:* Arkansas

*Filing Company:* Federal Insurance Company

*State Tracking Number:* EFT \$50

*Company Tracking Number:* EO AR0046010F01

*TOI:* 17.2 Other Liability - Occurrence Only

*Sub-TOI:* 17.2019 Professional Errors & Omissions  
Liability

*Product Name:* Media Guard By Chubb

*Project Name/Number:* endorsement filing/460

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125913170

State: Arkansas

Filing Company: Federal Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: EO AR0046010F01

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions  
Liability

Product Name: Media Guard By Chubb

Project Name/Number: endorsement filing/460

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 01/07/2009

**Comments:**

**Attachments:**

AR NAIC schedule 460.pdf

AR NAIC form 460.pdf

**Satisfied -Name:** Forms list

**Review Status:** Approved 01/07/2009

**Comments:**

**Attachment:**

Generic forms list MediaGuard (460) .doc

**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.	<b>This filing transmittal is part of Company Tracking #</b>	EO AR0046010F01
----	--	-----------------

2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
----	---	-----

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	Amend Exclusion (A)(15) Endorsement	14-02-14441 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Additional Insured for Internet Activities Endorsement	14-02-14524 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Item 1 of the Declarations Endorsement	14-02-14526 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amend Item 2 of the Declarations Endorsement	14-02-14527 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend Item 3 of the Declarations Endorsement	14-02-14528 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Item 4 of the Declarations Endorsement	14-02-14529 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Item 5 of the Declarations Endorsement	14-02-14530 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Item 6 of the Declarations Endorsement	14-02-14531 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Item 7 of the Declarations Endorsement	14-02-14532 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Item 8 of the Declarations Endorsement	14-02-14533 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Amend Item 9 of the Declarations Endorsement	14-02-14534 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Authors As Insureds Endorsement	14-02-14535 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	BI/PD Including Emotional Distress Endorsement	14-02-14536 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Exclude BI/PD Including Emotional Distress Endorsement	14-02-14537 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Children's OnLine Privacy Protection Act Exclusion Endorsement	14-02-14538 (08/2008)	<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
16	Circulation Misrepresentation Exclusion Endorsement	14-02-14539 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Copyright License Exclusion Endorsement	14-02-14540 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Deep Linking Exclusion Endorsement	14-02-14541 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Additional Insured Endorsement	14-02-14542 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Domain Name Exclusion Endorsement	14-02-14543 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Electronic Reproduction Exclusion Endorsement	14-02-14544 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Exclude BI/PD With Emotional Distress Carveback Endorsement	14-02-14545 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Fair Use Endorsement	14-02-14546 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Film Clips and Stock Footage Exclusion Endorsement	14-02-14547 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Framing Exclusion Endorsement	14-02-14548 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Fully-Earned Premium Endorsement	14-02-14549 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Insured vs. Insured Exclusion Endorsement	14-02-14550 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Interactive Internet Content Exclusion Endorsement	14-02-14551 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Interlocking Coverage Endorsement	14-02-14552 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Internet Activities Music Exclusion Endorsement	14-02-14553 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Library and Acquisition and Development Coverage Endorsement	14-02-14554 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Meta-Tag and Metalanguage Exclusion Endorsement	14-02-14555 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Music Copyright License Exclusion Endorsement	14-02-14556 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	National Newspaper Association Endorsement	14-02-14557 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement		

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
			<input type="checkbox"/> Withdrawn		
35	Non-Pyramiding Endorsement	14-02-14558 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Other Insurance Endorsement	14-02-14559 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Photograph Exclusion	14-02-14560 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Prior Knowledge Endorsement	14-02-14561 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Privacy Policy Exclusion Endorsement	14-02-14562 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Producers Liability Omnibus Endorsement	14-02-14563 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	Producers Title Search and Report Endorsement	14-02-14564 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	Specific Claim Exclusion Endorsement	14-02-14565 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	Specific Entity(ies) Exclusion Endorsement	14-02-14566 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	Sublimit of Liability Endorsement	14-02-14567 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Termination Endorsement	14-02-14568 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Trademark Infringement Exclusion Endorsement	14-02-14569 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Costs of Translation Endorsement	14-02-14570 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Unauthorized Use Exclusion Endorsement	14-02-14571 (08/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	MediaGuard by Chubb Application for Blanket Producers Liability Coverage	14-03-0999 (12/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	MediaGuard by Chubb Application for Blanket Producers Liability Coverage <i>(For use with Waltery Insurance Brokers)</i>	14-03-1000 (12/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 60%;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

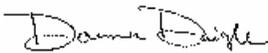
<b>3. Group Name</b>	<b>Group NAIC #</b>
Chubb Group of Insurance Companies	0038

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Federal Insurance Company	IN	20281	13-1963496	

<b>5. Company Tracking Number</b>	EO AR0046010F01
-----------------------------------	-----------------

**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 Filings Analyst	800-464-7965	860-408-2047	ddaigle@chubb.com

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	Donna M. Daigle

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	17.2
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	17.2019
<b>11.</b>	<b>State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing Title)</b>	Media Guard by Chubb
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New:    upon approval                      Renewal:
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	N/A
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A
<b>18.</b>	<b>Company's Date of Filing</b>	December 4, 2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



*SERFF Tracking Number:* CHUB-125913170      *State:* Arkansas  
*Filing Company:* Federal Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* EO AR0046010F01  
*TOI:* 17.2 Other Liability - Occurrence Only      *Sub-TOI:* 17.2019 Professional Errors & Omissions  
Liability  
*Product Name:* Media Guard By Chubb  
*Project Name/Number:* endorsement filing/460

Attachment "Generic forms list MediaGuard (460) .doc" is not a PDF document and cannot be reproduced here.

*SERFF Tracking Number:* CHUB-125913170      *State:* Arkansas  
*Filing Company:* Federal Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* EO AR0046010F01  
*TOI:* 17.2 Other Liability - Occurrence Only      *Sub-TOI:* 17.2019 Professional Errors & Omissions Liability  
  
*Product Name:* Media Guard By Chubb  
*Project Name/Number:* endorsement filing/460

## Superseded Attachments

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

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	MediaGuard by Chubb Application for Blanket Producers Liability Coverage	12/04/2008	14-03-0999.pdf
No original date	Form	MediaGuard by Chubb Application for Blanket Producers Liability Coverage (for use with Walterry Insurance Brokers)	12/04/2008	14-03-1000.pdf



**BY COMPLETING THIS 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 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. Productions mean blanket productions to be insured.
4. Please attach a copy of the following for every **Applicant** seeking coverage:
  - Experience resume of its Producer and Executive Producer for the Productions;
  - Standard contract with advertising agencies, distributors, etc.;
  - Description of **Applicant's** last three Productions;
  - Annual gross revenues and production costs for the past year and an estimate for the current year;
  - Sample advertising specimens for the **Applicant's** Productions;
  - Clearance guidelines; and
  - Top five (5) clients and percentage of **Applicant's** gross revenues or anticipated revenues.

**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:  
 \$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 for the Productions:  
     Estimated Production Costs: \_\_\_\_\_ Estimated Gross Revenues: \_\_\_\_\_
- 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. Estimated type and number of Productions to be produced annually:

Type of Productions	Number of Productions
Commercials	_____
Educational Films	_____
Infomercials	_____
Documentaries	_____
Industrial Films	_____
Training Films	_____
Other	_____

7. Please describe the general content of the Productions to be insured: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



8. Names of authors and writers of:

- a. underlying works: \_\_\_\_\_  
 b. screenplays, etc.: \_\_\_\_\_

Will the necessary agreements from the authors and writers be obtained prior to commercial distribution and release of the Productions?  Yes  No

9. Productions are:

- 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(s): \_\_\_\_\_

Will the necessary agreements from the owners of the other work(s) be obtained prior to commercial distribution and release of the Productions?  Yes  No

- Other (Please explain): \_\_\_\_\_

10. Production contents are:

<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) _____			

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

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

12. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Productions?  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 Productions?  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 Productions?  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. Will the name or likeness of any living person be used or will any living person be portrayed (with or without use of name or likeness) in the Productions prior to commercial distribution and release?  Yes  No  
 If Yes, will clearances been obtained in all cases prior to commercial distribution and release?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_

6. Will the name or likeness of any deceased person be used or will any deceased person be portrayed (with or without name or likeness) in the Productions?  Yes  No  
 If Yes, will clearances be obtained in all cases from personal representatives, heirs or other owners of such rights prior to commercial distribution and release of the Productions?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_
7. Prior to commercial distribution and release of the Productions, will there be any reasonable expectation that a living person could claim to be identifiable in the Productions, whether or not the person's name or likeness will be used or the Production purports to be fictional?  Yes  No  
 If Yes, will a release be obtained from such person prior to commercial distribution and release of the Productions?  Yes  No  
 If a release will 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 Productions?  Yes  No
9. Will title reports be obtained from a title clearance service prior to commercial distribution and release of the Productions?  Yes  No
10. Will a copyright report be obtained prior to commercial distribution and release of the Productions?  Yes  No  
 Will ambiguities or gaps in the line of copyright ownership ("chain of title") be favorably addressed prior to commercial distribution and release of the Productions? \_\_\_\_\_  
 If No, please explain why not: \_\_\_\_\_



11. Will there be any literary or other material in the Productions that was copyrighted in the United States before January 1, 1978?  Yes  No  
 If Yes, please explain: \_\_\_\_\_
- 
12. Will there be any clips (film or video excerpts from other sources) or photographs used in the Productions?  Yes  No  
 If Yes, have all licenses and consents for the clips been obtained prior to commercial distribution and release of the Productions?  Yes  No  
 If No, please explain: \_\_\_\_\_
- 
13. Will a script research report be obtained (to clear character and business names, etc.) prior to commercial distribution and release of the Productions?  Yes  No  
 If Yes, will suggested changes be made and suggested permissions obtained prior to commercial distribution and release of the Productions?  Yes  No  
 If No to either question, please explain: \_\_\_\_\_
- 
14. Will musical rights be cleared prior to commercial distribution and release of the Productions?  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
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. Will products be used in any of the Productions?  Yes  No  
 If Yes, will **Applicant** obtain releases from owners of these products prior to commercial distribution and release of the Productions?  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 is commissioned, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to commercial distribution and release of the Productions?  Yes  No

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

1. Does the **Applicant** have blanket 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.



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

**MEDIAGUARD<sup>SM</sup> by CHUBB**  
Application  
for Blanket Producers Liability Coverage

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

**Notice to 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 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.

**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.



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

**MEDIAGUARD<sup>SM</sup> by CHUBB**  
 Application  
 for Blanket Producers Liability Coverage

Date

Signature\*

Title

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

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

Chief Executive Officer  
Chief Financial or Chief  
Information Officer

\*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 (Print & Sign): \_\_\_\_\_

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: \_\_\_\_\_



---

## 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 Productions.

1. **Applicant** and its counsel should monitor the Productions 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 Productions 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 Productions 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 any 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 Productions. 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 any 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 any 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 for an underlying script, book or other work must be obtained, unless the particular 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 particular 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 for the Productions, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS FAVORABLE TITLE REPORTS AND OPINIONS ARE OBTAINED PRIOR TO COMMERCIAL DISTRIBUTION AND RELEASE OF THE PRODUCTIONS.**



8. Whether a particular 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 a 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 any Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the particular 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 a particular 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.



**BY COMPLETING THIS 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 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. Productions mean blanket productions to be insured.
4. Please attach a copy of the following for every **Applicant** seeking coverage:
  - Experience resume of its Producer and Executive Producer for the Productions;
  - Standard contract with advertising agencies, distributors, etc.;
  - Description of **Applicant's** last three Productions;
  - Annual gross revenues and production costs for the past year and an estimate for the current year;
  - Sample advertising specimens for the **Applicant's** Productions;
  - Clearance guidelines; and
  - Top five (5) clients and percentage of **Applicant's** gross revenues or anticipated revenues.
5. Please return the completed Application to: **Walterry Insurance Brokers**  
 7411 Old Branch Avenue, Clinton, Maryland 20735  
 301-868-7200 • 800-638-8791 • Fax 301-868-2611  
 Web site [www.walterry.com](http://www.walterry.com) • Email [media@walterry.com](mailto:media@walterry.com)

**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:

\$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 for the Productions:

Estimated Production Costs: \_\_\_\_\_ Estimated Gross Revenues: \_\_\_\_\_

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. Estimated type and number of Productions to be produced annually:

Type of Productions	Number of Productions
Commercials	_____
Educational Films	_____
Infomercials	_____
Documentaries	_____
Industrial Films	_____
Training Films	_____
Other	_____

7. Please describe the general content of the Productions to be insured: \_\_\_\_\_



8. Names of authors and writers of:

- a. underlying works: \_\_\_\_\_  
 b. screenplays, etc.: \_\_\_\_\_

Will the necessary agreements from the authors and writers be obtained prior to commercial distribution and release of the Productions?  Yes  No

9. Productions are:

- 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(s): \_\_\_\_\_

Will the necessary agreements from the owners of the other work(s) be obtained prior to commercial distribution and release of the Productions?  Yes  No

Other (Please explain): \_\_\_\_\_

10. Production contents are:

<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) _____			

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

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

12. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Productions?  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 Productions?  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 Productions?  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. Will the name or likeness of any living person be used or will any living person be portrayed (with or without use of name or likeness) in the Productions prior to commercial distribution and release?  Yes  No  
 If Yes, will clearances been obtained in all cases prior to commercial distribution and release?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_  
 \_\_\_\_\_
  
6. Will the name or likeness of any deceased person be used or will any deceased person be portrayed (with or without name or likeness) in the Productions?  Yes  No  
 If Yes, will clearances be obtained in all cases from personal representatives, heirs or other owners of such rights prior to commercial distribution and release of the Productions?  Yes  No  
 If clearances will not been obtained, please explain: \_\_\_\_\_  
 \_\_\_\_\_
  
7. Prior to commercial distribution and release of the Productions, will there be any reasonable expectation that a living person could claim to be identifiable in the Productions, whether or not the person's name or likeness will be used or the Production purports to be fictional?  Yes  No  
 If Yes, will a release be obtained from such person prior to commercial distribution and release of the Productions?  Yes  No  
 If a release will 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 Productions?  Yes  No
  
9. Will title reports be obtained from a title clearance service prior to commercial distribution and release of the Productions?  Yes  No
  
10. Will a copyright report be obtained prior to commercial distribution and release of the Productions?  Yes  No  
 Will ambiguities or gaps in the line of copyright ownership ("chain of title") be favorably addressed prior to commercial distribution and release of the Productions? \_\_\_\_\_  
 \_\_\_\_\_



If No, please explain why not: \_\_\_\_\_

11. Will there be any literary or other material in the Productions that was copyrighted in the United States before January 1, 1978?  Yes  No

If Yes, please explain: \_\_\_\_\_

12. Will there be any clips (film or video excerpts from other sources) or photographs used in the Productions?  Yes  No

If Yes, have all licenses and consents for the clips been obtained prior to commercial distribution and release of the Productions?  Yes  No

If No, please explain: \_\_\_\_\_

13. Will a script research report be obtained (to clear character and business names, etc.) prior to commercial distribution and release of the Productions?  Yes  No

If Yes, will suggested changes be made and suggested permissions obtained prior to commercial distribution and release of the Productions?  Yes  No

If No to either question, please explain: \_\_\_\_\_

14. Will musical rights be cleared prior to commercial distribution and release of the Productions?  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

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. Will products be used in any of the Productions?  Yes  No

If Yes, will **Applicant** obtain releases from owners of these products prior to commercial distribution and release of the Productions?  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 is commissioned, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to commercial distribution and release of the Productions?  Yes  No

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

1. Does the **Applicant** have blanket 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 Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Notice to 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 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.

**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.



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

**MEDIAGUARD<sup>SM</sup> by CHUBB**  
 Application  
 for Blanket Producers Liability Coverage

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.

**Waltery Insurance Brokers**

7411 Old Branch Avenue, Clinton, Maryland 20735  
 301-868-7200 • 800-638-8791 • Fax 301-868-2611  
 Web site [www.waltery.com](http://www.waltery.com) • Email [media@waltery.com](mailto:media@waltery.com)

<u>Produced By:</u>	
Agent: (Print & Sign) _____	
Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____
Address: _____	
City: _____	State: _____ Zip: _____

***Do Not Complete-Waltery Use Only***

Date Paid:		Policy Number:	
Amount Paid:		Annual Premium:	
Check Number:		Policy Dates:	



---

## 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 Productions.

1. **Applicant** and its counsel should monitor the Productions 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 Productions 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 Productions 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 any 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 Productions. 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 any 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 any 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 for an underlying script, book or other work must be obtained, unless the particular 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 particular 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 for the Productions, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS FAVORABLE TITLE REPORTS AND OPINIONS ARE OBTAINED PRIOR TO COMMERCIAL DISTRIBUTION AND RELEASE OF THE PRODUCTIONS.**



8. Whether a particular 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 a 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 any Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the particular 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 a particular 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.