

Before you begin, You should KNOW

- Many of the bolded words in this renewal application have specific meanings:
“**You**,” “**your**” and “**yourself**” mean the persons and entities for which insurance is being sought and their employees, officers, partners and directors. Subsidiaries are also included if the entities have more than a 50% ownership interest.
“**We**,” “**us**” and “**our**” mean the insurance company.
“**Service(s)**” means activities **you** perform for others and products **you** develop for others.
“**Content**” means data, digital code, images, masked works, scents, sounds, tastes, text or textures.
- In completing this renewal application, **you** are not obligated to buy, and **we** are not obligated to sell, insurance.
- Incorrect, incomplete, false or misleading answers to any of the questions on this renewal application may result in a retracted offer of coverage or a declaration that the policy is null and void. Attach additional sheets if there is not enough room for an answer. If a question does not apply to **you**, respond “N/A” or “not applicable.” If **you** do not answer a question, **your** answer will be deemed “not applicable.”
- Any proposal of coverage that **we** make will have additional terms and conditions. Carefully review the proposal before making a decision to purchase. As always, please contact **your** agent or broker if **you** have any questions.

CLAIM EXPENSE IS WITHIN THE LIMITS. Refer to the policy for actual coverage details. Here’s an overview: Covered claim expenses and damages must be paid by **you** up to the self-insured retention amount; these payments do not reduce the limits of liability. Covered claim expenses and damages above the retention amount are payable under the policy; they reduce and may exhaust the limits of liability.

BASICS

1. Applicant (fill in the name as it should appear on the policy, if written)

2. Address Change? Street address _____
city, state, zip _____
Mailing address _____
city, state, zip _____ Phone Number _____
3. Have **you** purchased, merged or consolidated with any companies in the last 18 months that **you** have not reported to **us**? Yes No. If yes, did purchase include (check all that apply) Assets Liabilities
Have **you** created a subsidiary in the past 18 months? Yes No
If yes to either of the preceding questions, provide details _____
4. Please list **your** website home page addresses (include all URLs registered in **your** name). If any of these website(s) have a password protected members only/private area, also provide temporary passwords and log in ID.
Address _____ Password/Log in ID _____
Address _____ Password/Log in ID _____
Address _____ Password/Log in ID _____

VITALS

Fiscal Year	Total Revenues, including your Website Generated Revenues	Your Website(s) Generated Revenues only	% of Total Revenues that is Business to Business (B2B) & Business to Consumer (B2C)
Next	U.S. \$ Foreign \$ TOTAL \$	U.S. \$ Foreign \$ TOTAL \$	% _____ B2B % _____ B2C
Current	U.S. \$ Foreign \$ TOTAL \$	U.S. \$ Foreign \$ TOTAL \$	% _____ B2B % _____ B2C

1. Do **you** do business outside the U.S.? Yes No. If yes, a) list all foreign countries in which **you** do business _____ and b) are **you** compliant with distance selling regulations and laws in foreign jurisdictions? Yes No
2. Are any of **your services** performed in any language other than English? Yes No. If yes, please advise:
Languages _____
Services _____
% of Total Revenue _____%
3. Are **you** developing any new **services**? Yes No. If yes, please fill in the following chart:

Service	Projected Release Date	*Projected Annual Revenues	Anticipated Life of Service
		\$	
		\$	

*If the **service** is to be released in the current or next fiscal year, did **you** include revenues in the VITALS chart? Yes No

YOUR CONTENT SERVICES

% of Total Projected Revenues for Renewal Year

Advertising Agency	_____%	Book Publisher	_____%
Cablecaster	_____%	Program/Film Producer	_____%
Magazine Publisher	_____%	Newspaper Publisher	_____%
Broadcaster (provide call letters)	_____%	Public Relations Provider	_____%
Other	_____%	TOTAL	100%
(describe) _____			

YOUR WEBSITE(S) AND ONLINE ACTIVITIES

1. Have **you** started providing new services via **your** website, or have **you** made changes to **your** website in the past 18 months other than routine updates and corrections? Yes No If yes, please explain _____
2. Do **you** have any corporate blogs, video logs, podcasts or webcasts? Yes No. If yes, please provide the URL(s) for all of them that are located on **your** corporate website(s): _____
and the URL(s) for all of them that are hosted for **you** by other websites: _____
3. Have **you** changed **your** privacy policy in the past 18 months? Yes No Don't have a privacy policy If yes, please explain _____
4. Have **you** changed **your** collection or handling of confidential information in the past 18 months? Yes No If yes, explain _____

CONTENT

1. Do any of **your content services** involve the following subject matter? (check all that apply)
Investigative reporting/exposé Living biography Religion
Political/social commentary Instructional/how-to Public figures
Adult (sexually explicit) **content** Children's interest Crime
Financial products & services Technical/scientific info
Controlled or regulated products & services (alcohol, firearms, pharmaceuticals, tobacco, etc.)
2. What % of **content** in **your services** is created by **you**? ____%. What % of **content** in **your services** is created by others? ____%
3. For **content** created by others, do **you** require those parties to a) indemnify **you** for the **content** they provide? Yes No and/or b) provide evidence of appropriate insurance applicable to their **content**? Yes No
4. Have **you** changed in the past 18 months **your** standard procedures for checking the accuracy and originality of **content you** create and **content** created by others? Yes No If yes, please explain _____
5. Have you changed any of **your** intellectual property and/or business methods clearance procedures in the past 18 months? Yes No If yes, please explain _____
6. In **your** advertising and marketing material, including all of **your** websites, do **you** a) compare **yourself** to **your** competition? Yes No, b) compare **your services** to **your** competitors' **services**? Yes No, c) claim that **you** or **your services** are superior to **your** competition? Yes No, and/or d) make guarantees or warranties? Yes No

ERRORS & OMISSIONS

1. Do any of **your content services** include? (check all that apply)
Live programming Music distribution
Display, packaging or product design Printing/binding for others
Content archive/search/retrieval Market research/product testing
Promotions/incentive programs Games/sweepstakes
Public relations consulting Photo services
Merchandising related to program/film production
Please provide a detailed description of all checked activities (attach additional sheets as necessary)

2. Have you changed **your** quality control procedures in the past 18 months? Yes No If yes, describe the change(s) _____

3. Do **you** receive unsolicited **content** from outside sources? Yes No. If yes, describe **your** policies and procedures regarding such material. _____
4. Do **you** warrant or guarantee any standards of performance for **your services** (e.g. delivery and/or completion timeframes, availability, durability, quality, volume of transactions)? Yes No. If yes, specify which standards _____
5. Do **you** use standard agreements? Yes No. If yes, with whom? (check all that apply) Customers/clients content providers (non-employee) Distributors/vendors Other (describe) _____
6. Are all agreements reviewed and approved by legal prior to execution? Yes No
7. Are all changes and/or modifications to agreements reviewed and approved by legal prior to execution? Yes No

CURRENT INSURANCE

Do **you** carry General Liability? Yes No.

If no, explain _____ If yes, does **your** coverage include? (check all that apply) Personal Injury

Advertising Injury Products Liability. If yes, please also provide the following information Limit \$ _____

SIR/Deductible \$ _____ Premium \$ _____ Expiration Date _____ Type of Form: Claims Made or

Occurrence Retroactive Date _____ Insurance Company _____

TELL ALL

Are **you** aware of any actual or alleged fact, circumstance, situation, error or omission which may reasonably be expected to result in a claim being made against any of **you**? Yes No. If yes, has this previously been reported to **us**?

Yes No. If no, explain _____

Have any claims, suits or proceedings been made or brought during the last eighteen months against any of **you** or any of **your** predecessors in business, affiliates or against any of **your** or their past or present partners, owners, officers, sales persons or employees? Yes No. If yes, has this previously been reported to **us**? Yes No. If no, explain _____

REPRESENTATIONS

This application must be signed by an authorized partner, officer or other principal of the primary entity seeking coverage or by the proprietor of a proprietorship. By signing this application, you represent and agree to items 1 through 7 below:

1. You are acting on behalf of all persons and entities for which you are seeking insurance;
2. The statements and answers in the application and all attachments to it are accurate and complete. Additional information provided in response to subsequent questions and requests will also be accurate and complete;
3. Statements and information that you provide that are attached to or that supplement this application are deemed to be incorporated into the application, and the application will be deemed to be incorporated into and a part of any policy that is issued;
4. The statements, answers and additional information are representations by you; they are a material inducement to us to provide insurance or a proposal for insurance; and you intend for us to rely upon them;
5. Any policy that we issue will be issued in reliance upon those representations;
6. You will report to us immediately, in writing, all changes in your business or circumstances that would result in a different statement or answer or different information than the ones you have previously provided to us when the change becomes known to you between the date of this application and the effective date of the policy, if a policy is issued. We reserve the right to modify or withdraw any proposal for insurance that we offer when we receive information about such changes;
7. If the application, including attachments and supplements, contains inaccurate, false or incomplete information or if you fail to provide notice of changes as required, we may declare any policy that has been bound or issued to be null and void, and we will not provide any coverage.

STOP! BEFORE YOU SIGN THIS APPLICATION, READ THE APPLICABLE FRAUD WARNING ON THE FOLLOWING PAGE.

Signature of AUTHORIZED SIGNATORY

Date _____

Printed Name of AUTHORIZED SIGNATORY

Title _____

Producer/Broker Name and License Number _____

FRAUD WARNINGS

Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Wyoming

NOTICE: In some states, 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, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

Colorado

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia

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.

Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii

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

Kentucky

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

Louisiana

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

Maine, Tennessee, Virginia, Washington

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, and denial of insurance benefits.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio

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 or deceptive statement is guilty of insurance fraud.

Oklahoma

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

Pennsylvania

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.