

## 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 \_\_\_\_\_
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

- 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
- Are any of **your services** performed in any language other than English?  Yes  No. If yes, please advise:  
Languages \_\_\_\_\_  
**Services** \_\_\_\_\_  
% of Total Revenue \_\_\_\_\_%
- 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
_____	m/d/yyyy _____	\$ _____	_____
_____	m/d/yyyy _____	\$ _____	_____

\*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. Have **you** changed **your** privacy policy in the past 18 months? Yes No Don't have a privacy policy If yes, please explain \_\_\_\_\_
3. 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:

- (1) 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**, or
- (2) any claims, suits or proceedings been 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

that you have not already reported to us? Yes No If yes, 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.**

WARNING: 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 THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN SOME STATES, INSURANCE BENEFITS MAY ALSO BE DENIED.

\_\_\_\_\_  
Signature of AUTHORIZED SIGNATORY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title