



EVEREST

EVEREST INSURANCE COMPANY OF CANADA
PREMIERE INSURANCE UNDERWRITING SERVICES

Multimedia Liability Insurance Application

NOTICE: THIS IS AN APPLICATION FOR “MULTI MEDIA” INSURANCE COVERAGE. ALL SECTIONS OF THIS APPLICATION MAY NOT BE APPLICABLE TO YOUR BUSINESS OPERATIONS. ONLY FILL OUT THE SECTIONS THAT ARE APPLICABLE. ONCE THE APPLICATION HAS BEEN FILLED OUT AND FORWARDED TO US, A PROCESS CALLED “CLEARANCE” WILL FOLLOW. DURING THIS PROCESS WE MAY WANT TO SPEAK WITH YOUR LEGAL COUNSEL, MEET WITH YOU, OR PERSONNEL OF YOUR COMPANY, TO REVIEW THE RISK MANAGEMENT STEPS THAT YOU HAVE BEEN PUT IN PLACE THROUGHOUT YOUR BUSINESS.

1. Name of Applicant: _____
2. Street & Mailing Address : _____

3. Applicant is a : Corporation Individual Partnership Joint Venture
4. Names and Titles of Principal Officers, Partners or Individuals : _____

5. Desired Effective Date: _____ Desired Term of Policy: _____ year(s)
6. List subsidiaries, affiliates and trade names: _____

7. Coverage requested: Limit of Liability _____ Retention _____

Media Operations (Answer when applicable)

Newspaper Operations

8. Schedule of publications:
 - a. Name

Publication (1) _____	Publication (3) _____
Publication (2) _____	Publication (4) _____
	Publ. (1) Publ. (2) Publ. (3) Publ. (4)
 - b. Location _____
 - c. Frequency (daily, weekly) _____
 - d. Average circulation _____
 - e. Circulation area _____
9. Give any pertinent details of city if necessary: _____

10. For publications scheduled above, list publications sharing content and percent of duplication: _____
11. Identify newspaper(s) and specify language(s) if published in a non-English language. _____
12. Identify and describe any newspaper which contains a religious, political or ethnic focus: _____
13. Do you publish articles resulting from investigative reporting? Yes No
If yes, describe editorial procedures to ensure accuracy of matter and authenticity of sources: _____
14. Do you accept unsolicited articles or photographs for publication? Yes No
If yes, describe procedures to ensure originality, accuracy and the execution of releases: _____
15. a. Are "letters to the editor" edited? Yes No
b. Do you publish unattributed "letters to the editor"? Yes No
16. Name of press associations or trade groups to which you belong: _____
a. Do you participate in a press association "libel hotline"? Yes No
b. If yes, provide name: _____
c. Do you desire coverage for errors and omissions for claims arising from the content of matter in owned publications? Yes No

Publishing Operations

17. a. Number of titles published annually _____
b. Number of titles distributed annually _____
18. Annual revenues:
U.S. and Canada \$ _____
Foreign \$ _____
Total \$ _____
19. With respect to foreign revenues, specify countries in which books are sold: _____
20. Percentage of material published in a non-English language: _____ %
Specify language(s): _____
21. Types of books published:
- | | | | | | |
|----------------------|---------|----------------------|---------|-------------------------|---------|
| Classical literature | _____ % | Childrens | _____ % | Photography | _____ % |
| Hobbyist | _____ % | How to | _____ % | Social commentary | _____ % |
| Law | _____ % | Historical biography | _____ % | Political commentary | _____ % |
| Instruction | _____ % | Personal betterment | _____ % | By or about celebrities | _____ % |
| Educational texts | _____ % | Poetry | _____ % | Current biography | _____ % |
| Religious | _____ % | General fiction | _____ % | Investigative | _____ % |
| Medical | _____ % | General Interest | _____ % | Other | _____ % |
| Technical | _____ % | Reference books | _____ % | Describe _____ | |

Authors Coverage Extension

22. Do you desire coverage for authors? Yes No
23. Do you desire coverage for errors and omissions for claims arising from the content of matter? Yes No

Radio and Television Operations

24. Schedule of radio stations:

	Station (1)	Station (2)	Station (3)
Call letters	_____	_____	_____
TV/AM/FM	_____	_____	_____
Network affiliation	_____	_____	_____
Location	_____	_____	_____
Station revenues	_____	_____	_____
Max. 60 second spot rate	_____	_____	_____
Date licensed	_____	_____	_____
Broadcast radius	_____	_____	_____
Hours of daily broadcast	_____	_____	_____
Principal format (i.e. talk, rock, news, etc.)	_____	_____	_____

25. Do your stations simulcast? Yes No
If yes, list the stations simulcasting: _____

26. Do you desire coverage for errors and omissions for claims arising from matter broadcast? Yes No

Cable Operations

27. Schedule of cable systems:

	System (1)	System(2)	System (3)
Name of system	_____	_____	_____
Location	_____	_____	_____
Number of subscribers	_____	_____	_____
Hours of daily broadcast of access channels	_____	_____	_____

28. Describe any programming which you produce and name of cable systems over which it is broadcast: _____

29. Do you desire coverage for errors and omissions for claims arising from matter broadcast? Yes No

Other Media (On Line, E-Trade, E-Commerce, CD-ROM, Etc....)

30. Describe the medium used: _____

31. Describe distribution: _____

32. Distributor(s) name: _____

33. Length of distribution rights: _____

34. If distributed outside Canada, where? _____
35. If medium is on-line, do you control content of material? Yes No
If no, explain: _____
36. Can material be changed or altered by others? Yes No
If yes, explain: _____
37. Is material interactive in any way? Yes No
If yes, explain: _____
38. If you are an access provider, do you screen or edit user's content? Yes No
39. Do you have a policy for removing infringing material (copyright, trademark, etc.) from your on-line services? Yes No
If yes, explain: _____

Film, Television, and Video Operations

39. Estimate number and types of productions produced annually:
- | | | | |
|-------------------------------|-------|-----------------|-------|
| Theatrical Stage Presentation | _____ | Education Films | _____ |
| Infomercials | _____ | Training Films | _____ |
| Industrial Films | _____ | Documentaries | _____ |
| Commercials | _____ | | |
| Other (Please explain) | _____ | | |
- b. Lists titles of all productions _____

40. Merchandising : Yes No If Yes, describe in detail: _____

- If "yes", submit desired: \$ _____

- b. Loss of Advertising or Promotional expenses, due to an injunction : Yes No

41. Synopsis of Production titles to be covered: _____

42. Names of Authors and Writers :

- (a) Of Underlying Works: _____

- (b) Of Screenplays, etc: _____

43. Have title reports been obtained on each of the productions? Yes No

44. Have all likeness and consents been obtained on each of the productions? Yes No

Insurance Information, Risk Management, and Legal Counsel

45. Policy Insurance (last three years):

Policy Period	Carrier	Policy No.	Limit of Liability	Retention	Premium
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

46. Has any Insurer declined, cancelled or non-renewed similar insurance for which you are applying? Yes No

47. Do you maintain comprehensive general liability insurance? Yes No

Carrier _____ Policy Period _____
Policy No. _____ Limit of Liability _____
Personal injury coverage is: Included Excluded
Product liability coverage: Included Excluded

48. Total Annual Revenues: _____

Revenues from: Newspaper Publishing _____
Magazine Publishing _____
Book Publishing _____
Television Broadcasting _____
Radio Broadcasting _____
Cable TV Systems _____
Production of _____
Programming _____
Other (describe) _____
Annual budget for advertising and promotion on your own behalf: _____

49. Name & Address of Applicant's Attorney: Individual: _____

Firm: _____ Phone: _____

50. Has Applicant's Attorney read the Clearance Procedures attached to this Application? Yes No

If "No", Explain: _____

51. Has Applicant's Attorney approved as adequate the Clearance Procedures used by the Applicant in connection with the Production? Yes No

If "No", Explain: _____

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

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

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

If so, have clearances been obtained in all cases from Personal Representatives, Heirs or other Owners of such rights? Yes No

53. Is there a possible risk that a living person could claim (without regard to the merits) to be identifiable in the Production, whether or not the person's name or likeness is used or the Production purports to be fictional? Yes No

If so, has a release been obtained from such person? Yes No

54. Applicant represents and warrants that neither it, nor any of its Officers, Directors or Partners, or their Counsel, have any knowledge, actual or constructive :

- (a) of any claims or legal proceedings made or commenced against the Applicant, or any Officers, Directors, Partners, or subsidiary or affiliated corporations within the last five (5) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorized use of titles, formats, ideas, characters, plots or other program material embodied in this or any other Production, or breach of implied contract arising out of alleged submission of any literary or musical material.

If no exceptions, Please Initial

Except as Follows (attach separate sheet if necessary): _____

- (b) of any threatened claims or legal proceedings against the Applicant, or any Officers, Directors, Partners, or subsidiaries or against any other person, firm or corporation arising out of or based upon the Production including title thereof, or any material upon which the Production is or will be based, that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please Initial

Except as Follows (attach separate sheet if necessary): _____

- (c) of any facts, circumstances or prior negotiations by reason of which they, or any of them, believe that a claim might reasonably be asserted or legal proceedings instituted against the Applicant that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please Initial

Except as Follows (attach separate sheet if necessary): _____

55. Attach separate schedule of all known, suspected or reported claims.

56. Applicant agrees to obtain from third parties from whom it obtains matter, material or services for the Production written warranties, representations and indemnities against claims arising out of the use of such matter, material or services, including advertising agencies, advertisers, independent contractors and others providing copy, music, photographs, artwork and other material to be used in the Insured Productions.

Please Initial

57. Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the Production are protected by law and, where necessary, to obtain from parties owning rights therein the right to use the same in connection with the Production.

Please Initial

58. COVERAGE, CONFLICTS, ETC.

Applicant understands that there will be special provisions in the Policy (General Condition) covering the respective obligations of the Company and Applicant to provide DEFENSE and INDEMNITY where coverage issues or conflicts of interest are or may be present.

Applicant acknowledges that claims and lawsuits may be brought which may combine covered and uncovered claims or forms of relief and that conflicts of interest may arise as between one Insured and another Insured under the Policy, with respect to the Company or otherwise. In all such circumstances, Applicant recognizes that, under the Policy, the Company's obligation is only to provide one (1) counsel for defense of all claims and if any further counsel are desired by Applicant, they may be retained by Applicant, but the costs and expenses of such counsel shall be shared fifty percent (50%) by the Company and fifty percent (50%) by the Applicant, fees shall be limited to amounts generally paid by the Company and representation shall be subject to further terms

and conditions contained in the Policy. Applicant understands that the premiums set forth herein, the deductible, and the balance of the terms of the Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that it has agreed to such method of payment for any additional counsel desired to be retained by Applicant.

Please Initial

59. THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING :

- (a) Applicant warrants and represents that the above answers and statements are in all respects true and material to the issuance of an Insurance Policy and that Applicant has not omitted, suppressed or misstated any facts.
- (b) If any claims, threatened claims, or other matters which might affect issuance of a Policy come to the attention of Applicant after execution or filing of this Application with the Insurer but before a Policy issues, Applicant must notify the Insurer immediately.
- (c) All exclusions in the Policy apply regardless of any answers or statements in this Application.
- (d) Deductible Provision - Please note that the Policy stipulates that any deductible or retention shall apply to investigation expenses and defense costs as well as indemnity.
- (e) Applicant understands that the limit of liability, deductible, term of coverage and other terms and conditions in any Policy issued in response hereto may be different than those requested herein and Applicant agrees to such differences.

60. This Application shall be attached to and become a part of any Policy, should a Policy be issued as a result of this Application. The Application shall be deemed a schedule to such Policy, but the signing of this Application does not bind the Applicant or the Company unless and until a Policy of Insurance is issued in response to this Application.

Applicant's Signature: _____ Date Signed: _____

By: _____

Title: _____

Account Executive: _____

Agent / Broker: _____

Address: _____

Phone: _____ Fax: _____

NOTE: Please be sure to Attach 5 years Loss Experience in Detail of the Applicant or any Officer, Director or Partner for any Production in which they were included.

(SEE ATTACHED FOR CLEARANCE PROCEDURES)

TO COMPLETE YOUR APPLICATION, PLEASE ATTACH IF APPLICABLE:

1. Current financial statement
 2. Copy of publication(s), catalog/list of titles
 3. Rate cards for radio and telephone stations and schedule of programming
 4. Media kit or promotional material/brochure describing your operations
 5. Standard contracts with clients, advertisers, independent contractors, authors, distributors and freelance writers
- Experience resume

CLEARANCE PROCEDURES

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

1. Applicant and its counsel should continually monitor the Production at all stages, from inception through final cut, with a view to eliminating material which could give rise to a claim.
2. The script should be read prior to commencement of Production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
3. Unless work is an unpublished original not based on any other work, a copyright report must be obtained. 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.
4. If the script is an unpublished original, the origins of the work should be ascertained - basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the Applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
5. Prior to final title selection, a Title Report must be obtained.
6. Whether Production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognizable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books or other sources should be checked when necessary. 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.
7. All releases must give the Applicant the right 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, fictionalize persons or events including the releasee and to make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.
8. If music is used, the Applicant must obtain all necessary synchronization and performance licenses from composers or copyright proprietors. Licenses must also be obtained on prerecorded music.
9. 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.
10. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if non-distinctive background use is made of real property.
11. If the Production involves actual events, it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.).
12. Shooting script and rough cuts should be checked, if possible, to assure compliance with all of the above. During photography, persons might be photographed on location dialogue added or other matter included which was not originally contemplated.

13. If the intent is to use the Production to be insured on Videotapes, Videocassettes, Videodiscs or other technology. Rights to manufacture, distribute and release the Production must be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefor, **including proprietors of underlying materials.**
14. Film clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip or party authorized to license the same, as well as licenses from all persons rendering services in or supplying material contained in the film clip; e.g., underlying literary rights, performances of actors or musicians. Special attention should be paid to music rights as publishers are taking the position that new synchronization and performance licenses are required.
15. Aside from living persons, even dead persons (through their personal representatives or heirs) have a “right of publicity”, especially where there is considerable fictionalization. Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Company in an attachment to the Application.
16. Consideration should be given to the likelihood of any claim or litigation. Is there a potential claimant portrayed in the Production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the Production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered in your clearance procedures and recommendations.

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1. Current financial statement
2. Copy of publication(s), catalog/list of titles
3. Rate cards for radio and telephone stations and schedule of programming
4. Media kit or promotional material/brochure describing your operations
5. Standard contracts with clients, advertisers, independent contractors, authors, distributors and freelance writers
Experience resume

For purposes of the *Insurance Companies Act* (Canada), this document was issued in the course of Premiere Insurance Underwriting Services Inc.'s insurance business in Canada, on behalf of Subscribing Insurers.