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## MEDIA ERRORS & OMISSIONS INSURANCE APPLICATION

### 1. GENERAL INFORMATION

1) Name of Organization or Legal Entity (Applicant):

(please show complete name as you wish it to appear on the policy)

2) Address (Not P.O. Box):

If you require cover for any subsidiary companies you must name them below, and include the subsidiary information in all answers.

3) Name & Address of all subsidiaries:

4) Website:

5) Date Firm was established:

### 2. REVENUE INFORMATION

6) Please split your annual income between the jurisdiction of your contracts:

JURISDICTION	ANNUAL INCOME
CANADA:	\$
USA:	\$
ELSEWHERE (please specify countries)	\$
TOTAL:	\$

### 3. PREVIOUS INSURANCE INFORMATION

7) If you currently have E&O insurance, please complete the following:

Limit of Liability: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Deductible: \_\_\_\_\_

Premium: \_\_\_\_\_

### 4. COVERAGE REQUIRED

8) Limit of indemnity required:  \$250,000  \$500,000  \$1,000,000  Other: \$ \_\_\_\_\_

### 5. BUSINESS ACTIVITIES

9) Please provide the approximate split of your current annual income between the following:

**a) Creative Services**

Public Relations	%
Advertising	%
Graphic Design	%
Digital Marketing	%
Experiential Marketing	%
Branding	%
Production of Commercials and Music Videos	%
Production of Corporate Videos	%
Post Production	%
Market Research	%
Printing	%
Social Media Strategy	%
Direct Marketing	%
Sales Promotion	%
Photography/Videography	%
Media Buying	%
Animation	%
Marketing Consultancy	%

**b) Publishing/Broadcasting/Author:** %

**c) Other (please provide details below)** %

**TOTAL** **100 %**

10) Please describe your business activities, including any specialisms:

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11) If you do publishing or broadcasting or are an author, please provide approximate splits between the following (if you do not, please skip to question 13)).

**a) How is content disseminated?**

TV	%
Radio	%
Web	%
Books	%
Magazines	%
Newspapers	%
Other (please specify) _____	%
<b>TOTAL:*</b>	<b>%</b>

**b) What is the nature of the content that you publish/broadcast?**

News	%
Celebrity	%
Special Interest	%
B2B	%
Fiction	%
Investigative/Expose	%
Other (please specify) _____	%
<b>TOTAL:*</b>	<b>%</b>

**\*TOTALS for 11) a) + 11 b) MUST EQUAL 100%**

c) If you do broadcasting, do you have a time delay to manage offending content?  YES  NO

12) a) Please give details of the **two (2)** largest contracts that you have carried out in the past **three (3)** years, or that are pending. **Please complete this section ONLY if you carry out creative services for clients as per Question 9 a).**

	<b>CONTRACT 1</b>	<b>CONTRACT 2</b>
NAME OF CLIENT:		
NATURE OF WORK, INCLUDING YOUR ROLE:		
DURATION:		
IS IT COMPLETE? PLEASE TICK RELEVANT BOXES:	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	If NO, is it overdue? <input type="checkbox"/> YES <input type="checkbox"/> NO	If NO, is it overdue? <input type="checkbox"/> YES <input type="checkbox"/> NO
INCOME TO YOU:		
TOTAL VALUE OF CONTRACT:		

b) What is your average income per contract? \_\_\_\_\_

c) What is the highest profile client you have or expect to work for?  
\_\_\_\_\_

**6. RISK MANAGEMENT PROCEDURES**

13) a) What procedures do you have in place to ensure that any photo, film clip, music or other content used by you does not breach any third party rights? If you have standard written procedures, please attach a copy.  
\_\_\_\_\_

b) Under what circumstances would you refer material to lawyers for checking and which lawyers do you use?  
\_\_\_\_\_  
\_\_\_\_\_

c) When creating content under contract, do you always obtain written client sign-off before it is printed, aired or published?  
 YES  NO

d) If you are a publisher or author of content, please provide an overview of your editorial procedures and controls:  
\_\_\_\_\_  
\_\_\_\_\_

**7. WEBSITE PROCEDURES**

14) a) Please provide details of your takedown procedures in the event of a complaint related to third party material:  
\_\_\_\_\_  
\_\_\_\_\_

b) Do you have any facility within your websites where any third party content may be published or otherwise made publicly accessible, e.g. any weblog, online journal, online diary, or online chat room?  YES  NO

c) Do you subject all third party material to your standard checking procedures (as declared earlier in this application) prior to posting it on your Website?  YES  NO

If you do not wish to include cyber coverage, please skip Question 15) below and go to Section 10. **CLAIMS DECLARATION.**

**8. PRIVACY**

15) a) Do you collect or store personally identifiable information (PII)?  YES  NO  
If YES:

b) Please describe type and amount by completing the boxes below:

TYPE	NUMBER OF PEOPLE		
	0-5,000	5,001-25,000	> 25,000
PAYMENT CARD:			
PASSPORT/NATIONAL INSURANCE/OTHER GOVERNMENT ISSUED ID:			
OTHER (please specify): _____			

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- c) Do you store this PII at all, even if briefly and if so, please describe how you store securely, including whether encrypted?  
 YES  NO
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- d) Do you allow PII to be stored on any mobile devices, such as laptops, tablets or USB sticks?  YES  NO  
If YES, do you have automatic encryption of such data?  YES  NO  
If NO, please state approximately how many devices are likely to have PII on them:

0-25                       26-50                       51-100                       > 100

## 9. CLAIMS DECLARATION

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- 17) After enquiry, are your management aware of any claim against you, or any matter which may lead to a claim against you, arising out of your business activities?  YES  NO

This includes:

- a complaint, direct or indirect criticism or dispute whether express or implied about your work, or anything you have supplied (whether justified or not), which you cannot reasonably rectify or remedy;
- a client withholding payment due to you following a complaint or an awareness of a failing or problem with your work, which you cannot reasonably rectify or remedy;

- 18) After enquiry, are your management aware of any loss from the actual or suspected dishonesty or malice of any employee or self-employed freelancer?  YES  NO

If YES to any of the above, please provide full details below:

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Without limitation of any other remedy available to the Insurer, it is hereby agreed that if there be knowledge of any of the matters described above, any written demand or civil proceedings for compensatory damages subsequently emanating therefrom is excluded from coverage under the proposed insurance.

## 10. NOTICE CONCERNING PERSONAL INFORMATION

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By purchasing insurance from Beazley Canada Limited, a customer provides Beazley with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with underwriters;
- the underwriting of policies;
- the evaluation of claims;
- the detection and prevention of fraud;
- the analysis of business results;
- purposes required or authorized by law.

For the purposes identified above, personal information may be disclosed to Beazley's related or affiliated companies and service providers.

Further information about Beazley's personal information protection policy may be obtained by contacting their privacy officer at 416-601-2155.

## 11. WARRANTY STATEMENT

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The undersigned warrants that to the best of their knowledge, the statements set forth in this Application are true. The undersigned also warrants that they have not suppressed or misstated any material fact.

If the information provided in this Application should change between the date of the Application and the effective date of the policy, the undersigned warrants that they will immediately report such changes to the Insurer.

Signing this Application does not bind the undersigned to purchase this insurance, nor does it bind the Insurer to issue this insurance. However, should the Insurer issue a policy, this Application shall serve as the basis of such policy and will be attached to and form part thereof.

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You agree that if the information supplied on this proposal changes between the date of this proposal and the effective date of the insurance, you will, in order for the information to be true, complete and not misleading on the effective date of the insurance, immediately notify us of such changes, and we may withdraw or modify any terms including agreements to bind the insurance.

I confirm that the statements are true, complete and not misleading.

**\*\*This Application must be signed by the Board Member, Director, Officer or Senior Manager of the Company.**

SIGNED: \_\_\_\_\_  
(Authorized Representative)\*

DATE: \_\_\_\_\_

(Please Print): \_\_\_\_\_

TITLE/POSITION: \_\_\_\_\_