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COMMUNICATIONS LIABILITY INSURANCE APPLICATION

General Information

1. Applicant's Name _____

2. Address _____

Phone _____ FAX _____

3. Applicant's E-mail Address _____

4. Applicant is: Corporation Partnership Individual Other (describe) _____

5. Total annual gross revenues: \$ _____

6. Total annual gross revenues solely from On-line Service: \$ _____

7. Number of years your On-line Service has been available: _____ years

8. Coverage requested: Limit of Liability _____ Retention _____

On-line Service Details

9. (a) Your On-line Service is: (Check all that apply.)

Commercial On-line Service Number of subscribers _____

Forum/Content Channel on a Commercial On-line Service Number of subscribers _____

Electronic BBS Number of subscribers _____

FTP Site Number of subscribers _____

Internet Access Provider Number of subscribers _____

Internet Presence Provider Number of subscribers _____

Web Page Content Provider Number of visits per week _____

Other (Please explain.) _____

(b) Features available on On-line Service: (Check all that apply.)

E-Mail Visits per week _____

Files for download Visits per week _____

Chat Room Visits per week _____

Conference Room Visits per week _____

Other (Please explain.) _____

10. Content of information on On-line Service: (Check all that apply.)

- For Children
- Variety
- Game or Quiz
- Product Comparisons
- Cultural
- Sports
- Educational (Please explain.) _____
- Other (Please explain.) _____
- Radio
- News
- Software
- Commentary
- Religious
- Financial
- Adult Only
- Digital Music
- Comedy
- Advertising
- *How to*/Hobbyist





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11. Location of On-line Service is:

- Address on Commercial Service _____
- Internet Address _____
- World Wide Web Address _____
- BBS Main Phone Number _____

12. Description of your On-line Service: _____

13. Are licenses and consents obtained from the following entities for all works which you, the Applicant, (not your subscribers) make available on the On-line Service:

- (a) Authors and writers of all works, including software Yes No
- (b) Music Owners, including the rights for the
 - 1b. lyrics Yes No
 - 2b. music Yes No
 - 3b. recording and synchronization Yes No
 - 4b. performance rights Yes No
 - 5b. distribution rights Yes No
- (c) ASCAP, BMI, SESAC or other music licensing Services. If yes, attach copy of license. Yes No
- (d) Film Clip Owners, including from
 - 1d. licensing entities (If yes, attach copy of license.) Yes No
 - 2d. copyright owners Yes No
 - 3d. music owners, including the rights for the
 - a. lyrics Yes No
 - b. music Yes No
 - c. recording and synchronization Yes No
 - d. performance rights Yes No
 - 4d. writers or authors of underlying work Yes No
- (e) Persons (alive or deceased) whose name or likeness is used on the On-line Service Yes No

14. If you answered no to any question in 13, please explain. _____

15. Languages used on your On-line Service: _____

Risk Management Procedures and Claim Information .

16. Names, titles and years of experience in similar position of each person primarily responsible for management of the information available on your On-line Service.

17. Do you have a policy for removing controversial material (libelous, slanderous, etc.) from your On-line Service? Yes No
If yes, please explain.





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18. How often is libelous or slanderous information removed from your On-line Service? _____ per month
19. Do you have a policy for removing infringing material (copyright, trademark, etc.) from your On-line Service? Yes No
If yes, please explain. _____
20. How often is unlicensed copyrighted or trademarked material removed from your On-line Service? _____ per month
21. Do you have a procedure for screening for viruses? Yes No
If yes, please explain. _____

22. How often does your On-line Service receive a complaint about the content on the Service relevant to:
- (a) Libel or Slander _____ per month (d) Copyright _____ per month
(b) Trademark _____ per month (e) Inaccurate Information _____ per month
(c) Invasion of Privacy _____ per month
23. Do you obtain membership agreements from all persons that access your On-line Service? Yes No
If no, please explain. _____
24. Do these membership agreements contain hold harmless agreements from subscribers for the information they upload to your On-line Service? Yes No
If no, please explain. _____
25. Do you obtain hold harmless agreements from all content providers? Yes No
If no, please explain. _____
26. (a) Name and address of your attorney and law firm which counsels for On-line issues pertaining to defamation, libel, copyright infringement, etc.: _____
(b) Name of in-house counsel: _____
(c) Does law firm or in-house counsel review controversial material? Yes No
(d) Years of experience in on-line law: Law firm _____ years In-house counsel _____ years
27. In the last five years have you or the On-line Service been sued or threatened with suits for libel, slander, invasion of privacy, piracy, plagiarism, infringement of copyright, trademark or errors and omissions? Yes No
If yes, attach details of each claim to include amount of plea, judgment or settlement, basis of claim, current status and amount of reserve and legal expenses to date.

Insurance Information

28. Prior insurance covering your On-line Service (last three years):

Policy Period	Carrier	Policy No.	Limit of Liability	Retention	Premium

29. Has any insurer declined, canceled or non-renewed similar insurance for which you are applying? Yes No
If yes, please provide details. _____
30. 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 is: Included Excluded





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Please attach:

- Your policy for removing controversial material (libelous/slanderous) from the On-line Service.
- Your policy for removing infringing (copyright/trademark) information from the On-line Service.
- Screening methods for viruses.
- Claim Report for past five years.
- Current financial Statement.
- Experience resume of persons primarily responsible for maintaining the information available on the On-line Service.
- Prior policies covering the On-line Service.
- Copies of standard contracts (as are applicable to your Service) with subscribers, commercial on-line service, content providers, internet access providers, etc.
- List of forums/description of forum.

Name _____

Title _____

Signature _____ Date _____

