



AXIS INSURANCE

10000 Avalon Blvd. Ste. 200

Alpharetta, GA 30009

Telephone: **(678) 746-9000** | Toll-Free: **(866) 259-5435** | Fax: **(678) 746-9315**

<https://www.axiscapital.com/insurance/professional-liability/media-entertainment-liability>

AXIS HAS THE ABILITY TO OFFER COVERAGE ON AN OCCURRENCE FORM POLICY BASIS, ON A CLAIMS-MADE POLICY BASIS, AND WITH CLAIMS-MADE COVERAGES ATTACHED TO AN OCCURRENCE FORM POLICY.

SOLELY AS RESPECTS CLAIMS-MADE LIABILITY COVERAGES UNDER THE POLICY FOR WHICH THIS APPLICATION IS BEING SUBMITTED: THIS INSURANCE POLICY MAY CONTAIN COVERAGES THAT ARE PROVIDED ON A CLAIMS-MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SET FORTH IN THE REPORTING OF CLAIMS AND EVENTS SECTION. DEFENSE COSTS ARE INCLUDED IN THE LIMITS OF INSURANCE, AND PAYMENT THEREOF WILL ERODE, AND MAY EXHAUST, THE LIMITS OF INSURANCE.

NEW BUSINESS APPLICATION

- "Applicant," herein refers individually and collectively to all proposed insureds. All responses shall be deemed made on behalf of all proposed insureds.
- This Application and all materials submitted herewith shall be held in confidence.
- The submission of this Application does not obligate the Applicant to buy insurance nor is the Insurer obligated to sell insurance or to offer insurance upon any specific terms requested.
- If the policy applied for is issued, this Application, which shall include all Supplemental Applications and material and information submitted in connection with this Application, will be deemed attached to and will form a part of the policy.

INSTRUCTIONS

Provide a complete response to all questions and attach additional pages as needed.

Production means any one production, multiple productions or a series of productions to be insured.

If multiple productions or a series of productions are to be insured, please respond to each question by attaching to this Application a complete response for each production or series of productions.

Please attach a copy of the following for every Applicant seeking coverage:

- Experience resume of Producer and Executive Producer for Production;
- Link to copy of Production or copy(ies) of script(s) if Production is not complete
- Title Search and Report.

PLEASE RETURN COMPLETED APPLICATION TO

Walterry Insurance Brokers

7411 Old Branch Avenue, Clinton, Maryland 20735

301-868-7200 800-638-8791 Fax 301-868-2611

Web site www.walterry.com Email media@walterry.com





APPLICANT INFORMATION

1. Legal Name of Applicant (if corporation, corporate name; if partnership, name of partners and trade name of partnership; if individual, name of owner): _____

2. Address of Applicant: _____
City: _____ State: _____ Zip Code: _____ Telephone: _____

3. Web address: _____

4. Name, Address and Title of Primary Contact: _____
City: _____ State: _____ Zip Code: _____ Telephone: _____

5. The Applicant is: Individual Non-profit
 Corporation Privately Held
 Partnership Publicly Traded
 Other: _____

6. Year established: _____

7. Number of years operated under present ownership: _____

8. Are there other subsidiaries, affiliates or other related entity(ies) (including DBAs) for which coverage is desired? Yes No

If Yes, list all such locations on a separate sheet and attach it to this Application.

NOTE: Coverage is not afforded to any entity not scheduled in this section of the Application and not specifically named as an Insured on the policy.

9.a. Is Applicant: (i) wholly or partially owned by, affiliated with, or controlled by any other entity(ies) not previously listed in Question 1. or 8., or (ii) does Applicant wholly or partially own, operate, manage or control any other businesses not previously listed in Question 1. or 8.? Yes No

If Yes to either Question 9.a. (i) or (ii) above, provide complete details:

b. During the past five years, has the Applicant's name been changed, or has the Applicant purchased, merged or consolidated with any other business, or has the Applicant been purchased? Yes No

If yes, please provide a summary description of due diligence performed in connection with potential liabilities and claims arising from the purchased, merged, consolidated or acquired entity. The summary description should be provided on a separate sheet and attached to this Application.

If yes, if the Applicant purchased another business, was the purchase an "asset purchase" or did the Applicant also buy or accept any liabilities? Please explain on a separate sheet and attach it to this Application.



SPECIFIC INFORMATION

POLICY INFORMATION:

1. Requested Limits of Liability:

Occurrence for Each Claim : \$ _____

Aggregate for all Claims : \$ _____

2. Retention Amount desired for each Claim:

\$5,000 \$10,000 \$25,000 \$50,000 Other: \$ _____

3. Policy Period Requested: From _____ to _____ both days at 12:01 a.m. at the principal address of the Applicant.

4. a. Gross Production Costs/Budget: _____ Estimated Gross Revenues: _____

If multiple productions or series of productions are to be insured, please provide the information requested in this Question 5. for each production or series of productions on a separate sheet and attach it to this Application.

b. Does Applicant offer/publish any information on-line? Yes No

If Yes:

(i) Describe content and format: _____

(ii) Is it an interactive on-line service? Yes No

(iii) What is the web address: _____

5. a. Title of Production to be insured: _____

b. Estimated start date of principal filming: _____

c. Estimated date for first release : _____

If multiple productions or a series of productions are to be insured, please provide the information requested to this Question 6. for each production or series of productions on a separate sheet and attach it to this Application.

6. a. Type of production:

<input type="checkbox"/> Motion Picture for Theatrical Release	<input type="checkbox"/> Motion Picture for Television Release
<input type="checkbox"/> T.V. Series Number of episodes: _____	<input type="checkbox"/> T.V. Special Program Running Time: _____
<input type="checkbox"/> T.V Pilot Number of episodes: _____	<input type="checkbox"/> T.V. Docudrama Program Running Time: _____
<input type="checkbox"/> T.V. Mini-series Number of episodes: _____	<input type="checkbox"/> T.V. Daily Program Program Running Time: _____
<input type="checkbox"/> Music Video Program Running Time: _____	<input type="checkbox"/> T.V. Infomercial Program Running Time: _____
<input type="checkbox"/> Training Film	<input type="checkbox"/> Industrial Film



<input type="checkbox"/> Documentary	<input type="checkbox"/> T.V. Commercial
<input type="checkbox"/> Radio Program Number of episodes: _____	<input type="checkbox"/> Direct to Video/DVD Program Running Time: _____
<input type="checkbox"/> Other (e.g. theatrical stage presentation) Describe: _____	

b. Please list the distributor, network or cable outlet for each Production to be insured:

7. Summary of plot, including time frame and setting: _____

8. Name of Producer for each Production to be insured: _____

9. Name of Executive Producer for each Production to be insured: _____

10. Names of authors and writers of:

a. underlying works: _____

b. screenplays, etc.: _____

11. Production is:

- Entirely fictional
- Entirely fictional but inspired by real events or occurrences
- True portrayal of real events or occurrences
- True portrayal of real events or occurrences but includes some fictionalization
- Based on another work

Name of other work: _____

Have the necessary agreements from the owners of the other work been obtained? Yes No

Other (Please explain): _____

12. Production is:

<input type="checkbox"/> Drama	<input type="checkbox"/> Comedy	<input type="checkbox"/> Children's Show	<input type="checkbox"/> Documentary
<input type="checkbox"/> Reality	<input type="checkbox"/> Variety	<input type="checkbox"/> Game or Quiz	<input type="checkbox"/> Musical
<input type="checkbox"/> Investigative	<input type="checkbox"/> Animated	<input type="checkbox"/> Educational	<input type="checkbox"/> "How To"
<input type="checkbox"/> Commentary Forum	or <input type="checkbox"/> Sports	<input type="checkbox"/> Previously Released Film	
<input type="checkbox"/> Other (Please explain): _____			

13. Applicant's projected distribution:

<input type="checkbox"/> International	<input type="checkbox"/> National	<input type="checkbox"/> Regional	<input type="checkbox"/> Local
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14. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the Production? Yes No

a. If Yes, please describe all such merchandise: _____



- b. Have all necessary consents and licenses been obtained from performers, authors, artists, etc., to produce and distribute this merchandise? Yes No
- c. Will appropriate trademark or other searches be made before merchandising characters or other matter that might be subject to trademark, unfair competition or other similar claims? Yes No
- d. Is the merchandise being designed and/or produced by licensees of the Applicant? Yes No
 If Yes, are the licensees providing warranties and indemnities that their contributions to the design, marketing and production of the merchandise and packaging will not infringe upon the rights of others? Yes No

RISK MANAGEMENT PROCEDURES

1. Applicant's attorney (individual's name): _____
 Firm name and address: _____
 Years of experience: _____
 Phone: _____ Fax: _____ Email: _____
2. Has the Applicant's attorney read the Clearance Procedures attached to this Application? Yes No
3. a. Does Applicant maintain written clearance guidelines for obtaining all necessary releases, licenses, and consents? Yes No
 If Yes, please provide a copy of clearance guidelines with this Application.
- b. Has the Applicant's attorney approved as adequate the clearance procedures used by the Applicant in connection with the Production? Yes No
 If No, have the producer and attorney arranged that the producer will give the attorney adequate information and materials to approve clearance procedures prior to the completion of the Production? Yes No
 If No to any part of this question, please describe all clearance procedures that the attorney has not yet approved (such as chain of title, script clearance, or review of contracts):

4. Does the Applicant have a process for processing unsolicited submissions? Yes No
 If Yes, please provide a copy of this process.
5. 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 Yes, have clearances been obtained in all cases? Yes No
 If clearances have not been obtained, please explain: _____
6. Is the name or likeness of any deceased person used or is any deceased person portrayed (with or without name or likeness) in the Production? Yes No
 If Yes, have clearances been obtained in all cases from personal representatives, heirs or other owners of such rights? Yes No



If clearances have not been obtained, please explain: _____

7. Is there any reasonable expectation that a living person could claim 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 Yes, has a release been obtained from such person? Yes No

If a release has not been obtained from such person, please explain: _____

8. Has the Applicant or any of its agents or predecessors failed to obtain an agreement or release after bargaining for:
- a. any rights in literary, musical or other material; or Yes No
 - b. releases from any persons in connection with the Production? Yes No

9. Has a title report been obtained from any title clearance service? Yes No
- If Yes, please attach copy of the title report.

10. Has a copyright report been obtained? Yes No
- If Yes, are there any ambiguities or gaps in the line of copyright ownership ("chain of title")?

If No, please explain why not: _____

11. Is there any literary or other material in the production that was copyrighted in the United States before January 1, 1978? Yes No

If Yes, please explain: _____

12. Are any clips (film or video excerpts from other sources) or photographs used in this Production? Yes No
- If Yes, have all licenses and consents for the clips been obtained? Yes No

If No, please explain: _____

13. Has a script research report been obtained (to clear character and business names, etc.)? Yes No
- If Yes, have suggested changes been made and suggested permissions obtained? Yes No

If No to either question, please explain: _____

14. Have musical rights been cleared? Yes No
- a. Recording and synchronization rights? Yes No
 - b. Performing rights? Yes No
 - c. Right to distribute for all forms contemplated (home video/DVD/CD/Soundtrack/cassette or any other technology that may be developed in the future, etc.)? Yes No
 - d. If any part is answered No, will these rights be obtained prior to release? Yes No

15. Does Applicant require a hold harmless agreement with respect to music, programming, advertising or other information obtained from third parties? Yes No



16. a. Are products used in any Production listed in Question 6.a. of Section II of this Application? Yes No
 If Yes, does Applicant obtain releases from owners of these products? Yes No
- b. If Applicant uses product placement in its Productions, but does not obtain revenue from the owners of those products or trademarks, does Applicant obtain signed releases from the owners of those products or trademarks in the course of making the Productions? Yes No
17. If original music was commissioned, have a warranty of originality and an indemnity against third party claims been obtained from the composer? Yes No NA
18. Please describe the Applicant's policy and practice regarding (1) the review of licenses allowing the use of a third party's intellectual property in order to assure compliance with limitations on the term, or other scope of usage under the license, or (2) potential differences of opinion between licensor and licensee regarding limitations regarding the scope of the license. For example: Are tickler files used to monitor term limitations? Who has responsibility in your organization to spot and resolve anticipated differences of opinion about limitations on use that involve the scope of the license?
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PRIOR INSURANCE, OTHER INSURANCE, LOSS HISTORY AND PRIOR KNOWLEDGE

1. Does the **Applicant** have producer liability insurance currently in force? Yes No
- a. If Yes to Question 1., is Advertising Injury coverage included? Yes No
- b. If Yes to Question 1., complete the chart below for the past five (5) years:

LIABILITY INSURER	POLICY PERIOD	LIMITS	DEDUCTIBLE	PREMIUM	# CLAIMS
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	\$ _____	_____

2. Has the Applicant ever had an application for producer liability insurance declined, or had a producer liability policy canceled or non-renewed by an insurer? (Not applicable in Missouri.) Yes No
 If Yes, please attach an explanation.
3. In the past five (5) years, has the Applicant or any of its subsidiaries been sued, threatened with a suit for which the Applicant reasonably expects to result in a claim, or received a claim for any act, error, or omission relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry, or trespass? Yes No



If Yes, please describe in detail the circumstances of each suit, threat of suit or claim, including the identity of the claimant, the factual and legal basis for the claim, and the disposition:

4. Please attach a list (including the status) of all media liability claims made during the past five (5) years against the Applicant or any of its subsidiaries, or any director, officer, employee, partner, agent or independent contractor of the Applicant, or any director, officer, employee, partner, agent or independent contractor of any of its subsidiaries.

If none, please check here: None

5. a. In the past five (5) years, how many subpoenas have been served on the Applicant, seeking documents or information obtained in the course of newsgathering activities? _____
- b. Of these, how many times has the Applicant challenged the subpoena by filing a motion in court? _____
- c. Please provide a list detailing all Claims Expenses incurred in connection with each separate challenge to a subpoena listed in Question 5.b. above: _____
6. After inquiry, do any of the principals, partners, officers, directors, or employees of the Applicant or any other proposed insured have knowledge or information about any fact, circumstances or situation which might reasonably be expected to give rise to a future claim which would fall within the scope of the proposed insurance? Yes No

If Yes, please provide full details: _____

Without prejudice to any other rights and remedies of the Insurer, the Applicant understands and agrees that any claim arising from any facts, circumstances, situations or claims required to be disclosed in response to questions 3., 4., 5. and 6. in this section is excluded from the proposed insurance.

REPRESENTATIONS AND SIGNATURE

By signing this document, the undersigned authorized representative of the Applicant represents on behalf of all persons and entities proposed for coverage, after inquiry, that to the best of their knowledge:

1. The statements and answers given in and all materials submitted with this Application are true, accurate and complete.
2. No facts or information material to the risk proposed for insurance have been misstated or concealed.
3. These representations are a material inducement to the Insurer to provide a proposal for insurance.
4. Any policy the Insurer issues will be issued in reliance upon these representations.
5. The Applicant will report to the Insurer immediately in writing any material change in the Applicant's activities, products and services.
6. The Applicant will report to the Insurer immediately in writing any material changes to the answers provided in this Application which occur or are discovered between the date of this Application and the effective date of the policy for which coverage is sought by submission this Application.
7. The Insurer reserves the right, upon receipt of any such notice, to modify or withdraw any proposal for insurance the Insurer has offered.



WARNING
PLEASE REVIEW THE STATE FRAUD STATEMENT CONTAINED AT THE END OF THIS APPLICATION
APPLICABLE TO THE STATE IN WHICH THE APPLICANT RESIDES.

Any person who, with intent to defraud or knowingly facilitates a fraud against the insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

This Application must be signed by the Applicant's Chief Executive Officer, Chief Financial Officer, Chief Operations Officer or General Counsel, or their functional equivalent, unless the Insurer instructs the Applicant otherwise.

Name	Name (signature)
Title	Date

Walterry Insurance Brokers

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301-868-7200 · 800-638-8791 · Fax 301-868-2611
Web site www.walterry.com · Email media@walterry.com

<u>Produced By:</u>		
Agent: _____	Agency: _____	
Agency Taxpayer ID or SS No.: _____	Agent License No.: _____	
Address: _____		
City: _____	State: _____	Zip: _____

Clearance Procedures

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

1. Applicant and its counsel should monitor the Production at all stages, from inception through final cut, with a view to eliminating material that could give rise to a claim.

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 during all clearance procedures.

2. The Producer and the lawyer need to read the script prior to commencement of Production to eliminate matter that is defamatory, invades privacy or is otherwise potentially actionable.
3. A script research report should also be prepared before filming to alert the Producer to potential problems. Such problems may include: names of fictional characters that are coincidentally similar to real people; script references to real products, businesses or people if not cleared; or uses of copyrighted or other protected materials, etc. Fictional character names should be checked in relevant telephone directories, professional directories or other sources to minimize the risk of accidental identification of real people. Similar checks should be done for the names of businesses, organizations and products used in the Production. Special care should be taken to check names of person, businesses, etc., that are negatively portrayed. The Producer also must be alert to elements that do not appear in the script (such as art works used on the set) but that may need clearances.
4. If the Production is a documentary and there is no script, the Producer should provide its counsel with a detailed synopsis of the project in advance of production. (If it is a documentary series, the lawyer should receive a detailed synopsis of each episode.) If the Production will involve negative statements about people or businesses, the Producer should provide counsel with full details about the allegations and their merit. Problem statements can then be identified and thus avoided while filming. During filming, the Producer should be careful to avoid (or consult with counsel about) possible problem areas. (Examples include: filming identifiable copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed, or minors.) Relevant laws differ from place to place: some jurisdictions have very restrictive rules about filming persons, signs, buildings, public art, etc. Also, be careful to avoid narration or editing that accidentally implies negative things about pictured people, products and businesses.
5. A copyright report on the underlying script, book or other work must be obtained, unless the work is an unpublished original, not based on any other work, and it is certain that it was not optioned or licensed to others prior to the Applicant's acquisition of rights. 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.
6. The origins of the work should be ascertained — basic idea, sequence of events and characters. Have submissions of any similar properties been received by the Applicant or someone closely involved with the Production? If so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
7. Prior to final title selection, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS A RECENT TITLE REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE INSURER.**
8. Whether the Production is fictional or factual, the names, faces and likenesses of any recognizable living persons should not be used unless written releases have been obtained. A release is unnecessary if a person is part of a crowd scene or shown in a fleeting background. Releases can only be dispensed with if the Applicant provides the Insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Insurer. 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.
9. All releases must give the Applicant the rights 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 given, fictionalize persons or events, and make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.



10. If music (pre-existing or original) is used, the Applicant must obtain all necessary synchronization and performance licenses from copyright proprietors. All necessary licenses must also be obtained for recordings of such music.
11. 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.
12. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if such real property is seen only as non-distinctive background.
13. If the Production involves actual events, it should be ascertained that the author's major sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, etc.).
14. Shooting script and rough-cuts should be checked to assure compliance with all of the above. During photography, persons might be photographed on location, dialogue added or other matter included that was not originally contemplated.
15. If the intent is to use the Production or its elements on videocassettes, web sites, multimedia formats or other technology, rights to manufacture, distribute and release the Production must include the above rights and must be obtained from all writers, directors, actors, musicians, composers and others necessary therefore, including proprietors of underlying materials.
16. Film/video clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip, as well as licenses from all persons rendering services in or supplying material contained in the clip; e.g., owners of underlying literary rights, writers, directors, actors, music owners or musicians. Special attention should be paid to music rights as music owners often take the position that new synchronization and performance licenses are required.
17. Living persons and even the deceased (through their personal representatives or heirs) may have a "right of publicity." 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 Insurer in an attachment to the Application.



STATE FRAUD STATEMENT

ALABAMA

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

ARKANSAS

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.

CALIFORNIA

For your protection, California law requires the following warning to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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 claimant with regard to a settlement or award payable from 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 insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS

A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

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

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 or a denial of insurance benefits.

MARYLAND

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

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.

NEW YORK

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO

Any person who, with intent to defraud or knowing that he 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 proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON

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

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
 - 1. Material to the risk assumed by us; or



2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

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.

PUERTO RICO

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

RHODE ISLAND

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.

TENNESSEE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

VIRGINIA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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 include imprisonment, fines and denial of insurance benefits.

WEST VIRGINIA

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.