

MUSIC PROFESSIONAL LIABILITY**APPLICATION**

<Writing Company>

(Stock company owned by Intact Insurance Group USA LLC)

**entertainment**intactspecialty.com/entertainment

NOTICE: DEFENSE COSTS ARE PART OF AND NOT IN ADDITION TO THE LIMITS OF LIABILITY OF THE POLICY FOR WHICH THIS APPLICATION APPLIES. DEFENSE COSTS WILL ERODE AND MAY EXHAUST THE LIMIT OF LIABILITY. DEFENSE COSTS AND LOSS SHALL BE APPLIED AGAINST THE RETENTION. THE UNDERWRITER WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR DEFENSE COSTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR LOSS. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING AND CONTACT YOUR PRODUCER WITH ANY QUESTIONS.

If additional space is needed to answer the below questions, attach a separate document to this Application to provide complete answers. If the answer to a question is none, state "None" or "0" in the space provided.

Application Instructions:

Whenever used in this Application, the term "Applicant" shall mean the artist or organization identified in response to all questions on this Application.

I. APPLICANT

1. Name of Applicant:
2. Street Address:
3. City: State: ZIP Code:
4. Telephone: Fax: Year Established:
5. Websites owned and operated by the Applicant:

II. GENERAL INFORMATION

6. Applicant's Legal Structure:
- ☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ LLC ☐ Other (describe): _____

7. List below all entities, subsidiaries, joint ventures, etc. requested to be included for coverage, including a description of operations, relationship to the Applicant, date acquired, and ownership:

Name	Description	Relationship	Date Acquired	Ownership

8. Provide the gross annual revenue from all music activities to be considered for coverage:

Activity	Gross Annual Revenue	Activity	Gross Annual Revenue
Songwriter/Composer:	\$	Music Publishing:	\$
Recording:	\$	Live Performances (net revenues):	\$
Music Producer:	\$	Distribution Activities:	\$
Merchandise:	\$	Licensing:	\$
Other (please specify):	\$		

9. Will you release a new album in the coming year? ☐ Yes ☐ No
10. Is Applicant a member of, or represented by?
- ☐ ASCAP ☐ BMI ☐ SESAC ☐ Other (describe) _____

11. Percentage of songs or compositions that make up:

Children's Songs:	%	Pop:	%
Classical Music:	%	Religious Music:	%
Country:	%	Rhythm & Blues:	%
Folk:	%	Rock:	%
Hard Rock:	%	Hip Hop/Rap:	%
Jazz:	%	Other (Describe):	%

12. Applicant's top three revenue generating works and dates of release (if any):

Work	Date of Release
_____	_____
_____	_____
_____	_____

III. LOSS PREVENTION AND MANAGEMENT

MUSIC COUNSEL

13. Name of counsel: _____ Telephone: _____
14. Name of firm: _____
15. Street Address: _____
16. City: _____ State: _____ ZIP Code: _____
17. Telephone: _____ Fax: _____ E-Mail: _____
18. Does counsel clear intellectual property materials involving music? ☐ Yes ☐ No
19. Is counsel on retainer? ☐ Yes ☐ No
20. Describe clearance procedures and routines for identifying and resolving any copyright issues or attach a copy of written procedures: _____

BUSINESS COUNSEL

21. Name of counsel: _____ Telephone: _____
22. Name of firm: _____
23. Street Address: _____
24. City: _____ State: _____ ZIP Code: _____
25. Telephone: _____ Fax: _____ E-Mail: _____

IV. CLEARANCE PROCEDURES AND OPERATIONS

26. Does Applicant sample other music? ☐ Yes ☐ No
If "yes," include a description of the policies and procedures utilized in connection with music sampling (use sheet after signature page). _____
27. Does Applicant maintain written contracts or agreements with persons providing content or services for songwriting, collaborating, recording, publishing, etc.? ☐ Yes ☐ No
If "yes," does the contract wording includes a mutual hold harmless agreement? ☐ Yes ☐ No
28. Does Applicant maintain written contracts or agreements with persons providing original music, lyrics, etc.? ☐ Yes ☐ No
If "yes," provide a specimen copy of the contract wording. _____
29. Does Applicant require persons providing original materials or services to: _____

	a. Indemnify Applicant for claims arising out of such materials or services provided?	☐ Yes ☐ No
	b. Provide proof of liability insurance for songwriting, composition or promotional activities?	☐ Yes ☐ No
30.	Is a Musicologist used?	☐ Yes ☐ No
	If "yes," please identify "who" and describe policy and practice regarding such use:	

V. INSURANCE AND CLAIM INFORMATION:

31.	During the past 10 years, has the Applicant or any individual or entity proposed for coverage under this insurance submitted any claim or loss, or given notice of any fact, circumstance, situation, transaction, event, act, error, or omission, which the Applicant, any such individual or any such entity has reason to believe may, or could reasonably be foreseen to, give rise to a claim or loss that may fall within the scope of insurance with any insurer or self-insurance instrument of which the requested coverages would be a direct or indirect replacement? If "Yes," please provide details, including (if applicable) date of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open) and claim status (open/closed):	☐ Yes ☐ No
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NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 31 IS EXCLUDED FROM THE PROPOSED INSURANCE, AND THAT ANY CLAIM OR LOSS ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR, OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 31 IS EXCLUDED FROM THE PROPOSED INSURANCE.

32.	Is the Applicant or any individual or entity proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission that the Applicant, any such individual or any such entity has reason to believe may, or could reasonably be foreseen to, give rise to a claim or loss that may fall within the scope of the proposed insurance? If "Yes," please provide details:	☐ Yes ☐ No
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NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS, DEFENSES OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM OR LOSS ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 32 IS EXCLUDED FROM THE PROPOSED INSURANCE.

33.	MISSOURI RESIDENTS – DO NOT ANSWER: Has any insurer ever canceled or non-renewed coverage? If "yes," please advise:	☐ Yes ☐ No
34.	Has the Applicant had music liability insurance in the past three years? If "yes," please attach copy of most recent Declarations to confirm retroactive date.	☐ Yes ☐ No

VI. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

ALABAMA AND MARYLAND APPLICANTS: 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.

ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she 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, which is a crime.

CALIFORNIA APPLICANTS: For your protection California law requires the following 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 APPLICANTS: 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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 APPLICANTS: 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 APPLICANTS: 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 APPLICANTS: 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, commits a fraudulent insurance act.

KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any 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, NEW MEXICO AND RHODE ISLAND APPLICANTS: 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.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OKLAHOMA APPLICANTS: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON AND TEXAS APPLICANTS: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

PENNSYLVANIA APPLICANTS: 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 APPLICANTS: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

VERMONT APPLICANTS: 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.

VII. SIGNATURE AND AUTHORIZATION

The undersigned, as the authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida Applicants, the preceding sentence is replaced with the following sentence: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by the Underwriter. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

The Underwriter will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

The Underwriter is authorized to make any inquiry in connection with this Application. The Underwriter's acceptance of this Application or the making of any subsequent inquiry does not bind the Applicant or the Underwriter to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Underwriter under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, the Applicant must notify the Underwriter immediately and the Underwriter may modify or withdraw any quotation or agreement to bind insurance. Note this sentence does not apply to Maine Applicants.

NEW YORK APPLICANTS: 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.

Applicant Name	
By (Authorized Signature)	
Name/Title	
Date	

NOTE: THIS APPLICATION MUST BE SIGNED BY THE DIRECTOR, PARTNER, OR PRINCIPAL OF THE APPLICANT (OR EQUIVALENT POSITIONS THEREOF) ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.

Produced By (Insurance Agent)	
Insurance Agency	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City: State: Zip:

Submitted By (Insurance Agency)	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: State: Zip: