



**AXIS INSURANCE COMPANY**  
 303 West Madison, Suite 500  
 Chicago, Illinois 60606

Policy No.:  
 Renewal of:

**BlogInsure™ LIABILITY COVERAGE DECLARATIONS**

**CLAIM EXPENSE** IS INCLUDED IN THE POLICY LIMIT AND DEDUCTIBLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS **CLAIM EXPENSE**. PLEASE READ YOUR POLICY CAREFULLY.

1. **First Named Insured** and Address:  
 Media Bloggers Association
2. **Policy Period:** From \_\_\_\_\_ To \_\_\_\_\_  
 12:01 A.M. standard time at the address of the **First Named Insured** as shown above.
3. **Retroactive Date:**
4. **Blogging Activities:**
5. Policy Limits:    A. \$                Each **Claim**  
                           B. \$                Maximum Limit of Insurance
6. Deductible:         \$                Each **Claim**
7. Annual Premium:    \$
8. Coverage Form:  
 Endorsements and other forms attached to this policy:

SPECIMEN

All notices and inquiries should be addressed to:  
**Media/Professional Insurance**  
 a business unit of the Select Markets Division of AXIS Insurance  
 2300 Main Street, Suite 800  
 Kansas City, Missouri 64108

*Mary J. Schust*  
 \_\_\_\_\_  
 Authorized Representative

# BlogInsure™ Liability Policy

(Claim Expense Within the Limit of Insurance)

## IMPORTANT NOTICE

**CLAIM EXPENSE** IS INCLUDED IN THE LIMIT OF INSURANCE AND IS SUBJECT TO THE DEDUCTIBLE. ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

**CLAIMS MADE POLICY:** THIS INSURANCE COVERAGE IS PROVIDED ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THE POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACTS** COMMITTED BEFORE THE APPLICABLE **RETROACTIVE DATE**.

In consideration of the payment of the premium and in reliance on all statements made in the Application for this Policy and all information provided to the **Company**, and subject to all other terms of this Policy, the **Company** designated in the Declarations agrees with the **Insureds** to the following:

### I. INSURING AGREEMENT

The **Company** shall pay on behalf of the **Insured Damages** and **Claim Expense** in excess of the Deductible and within the Limit of Insurance which the **Insured** becomes legally obligated to pay as a result of one or more **Claims** first made against any **Insured** during the **Policy Period** or, if purchased, any Extended Reporting Period, for actual or alleged **Wrongful Acts** in the performance of **Blogging Activities** as a current member of the Media Bloggers Association.

### II. DEFINITIONS

- A. "**Blogging Activities**" means obtaining, uttering or disseminating **Content** on the blog sites listed in Item 4. of:
1. with respect to the **First Named Insured**, the Declarations, and
  2. with respect to all other **Insureds**, the Notice of Insurance,
- unless otherwise further specified on the Notice of Insurance or by written endorsement.
- B. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, mental anguish, mental injury, shock or fright when these conditions result in or from physical injury, sickness, disease or death.
- C. "**Claim**" means a written demand or written assertion of a legal right made against any **Insured**. **Claim** also means a suit seeking **Damages** or injunctive relief.
- D. "**Claim Expense**" means, when authorized and approved by the **Company**:
1. reasonable and necessary fees charged by an attorney in the defense of a **Claim**, including, but not limited to, such fees necessitated by a demand for a retraction or correction; and
  2. premiums on appeal bonds, attachment bonds or similar bonds, but the **Company** has no obligation to apply for or furnish any such bonds.

**Claim Expense** does not include salary charges or expenses of employees of the **Insured**.

- E. "**Company**" means the insurance company stated at the top of the Declarations.
- F. "**Content**" means printed, audio, visual, digital or informational material.
- G. "**Damages**" means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, except when applicable law prohibits insurance for punitive, multiplied or exemplary damages; and legal expense, other than **Claims Expense**, or other costs included as part of a judgment, award or settlement. **Damages** also means interest on any part of a judgment not exceeding the Limit of Insurance that accrues after the entry of the judgment and before the **Company** has paid or tendered or deposited the applicable judgment amount in court.

**Damages** does not include civil or criminal fines or penalties; royalties, fines or penalties sought by any music licensing organization; disputed royalties, fees, deposits, commissions or charges; or loss or disgorgement of profits by an **Insured**. **Damages** also does not include costs of correcting or reperforming any **Blogging Activities**.

- H. "**Droit Moral**" means a creator's rights to attribution and the integrity of a work.
- I. "**Endorsed Named Insured**" means a current member of the Media Bloggers Association who has been added to the Policy through a Notice of Insurance and any entity who has such a member as a principal.
- J. "**First Named Insured**" means the Media Bloggers Association, as listed in Item 1. of the Declarations of the Policy.
- K. "**Insured**" means, individually and collectively:
1. the **First Named Insured**;
  2. the **Endorsed Named Insured**;
  3. the **Endorsed Named Insured's** partners, officers, directors and employees, but only with respect to **Blogging Activities** performed within the scope of their duties as partners, officers, directors and employees of such **Endorsed Named Insured**;
  4. in the event of the death, incompetency, insolvency or bankruptcy of any **Insured**, the **Insured's** legal representative, but only with respect to **Wrongful Acts** committed prior to such **Insured's** death, incompetency, insolvency or bankruptcy and only to the extent such **Insured** is covered under this Policy. Provided, however, no such legal representative is covered for his, her or its own **Wrongful Acts**.
- L. "**Named Insured**" means the **First Named Insured** and/or an **Endorsed Named Insured**.
- M. "**Over-redemption**" means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- N. "**Policy Period**" means:
1. with respect to the **First Named Insured**, the period of time stated in Item 2. of the Declarations; and
  2. with respect to all other **Insureds**, the period of time stated in Item 2. of the Notice of Insurance, or any shorter period resulting from cancellation of the Policy.
- O. "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
1. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
  2. hazardous, toxic or radioactive matter or nuclear radiation;

3. waste, which includes material to be recycled, reconditioned or reclaimed; or
  4. any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof.
- P. "**Property Damage**" means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.
- Q. "**Retroactive Date**" means:
1. for the **First Named Insured** the date stated in Item 3. of the Declarations; and
  2. for any other **Insured**, other than the **First Named Insured**, the date stated in Item 3. of the Notice of Insurance.
- R. "**Wrongful Act**" means any of the following by an **Insured** in the performance of  **Blogging Activities**:
1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
  2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or
  3. infringement of copyright, violation of **Droit Moral**, false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract.

All **Wrongful Acts** that involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication shall be treated under this Policy as one **Wrongful Act**.

All **Claims** arising from the same **Wrongful Act** shall be deemed to have been made on the earlier of the following dates:

- a. the date the first of those **Claims** is made against any **Insured**; or
- b. the first date the **Company** receives the **Insured's** written notice of the **Wrongful Act**.

The provisions of the Policy in effect on that date shall apply.

### III. **Where and When We Insure**

#### A. **Where We Insure**

The territory and jurisdiction of this Policy is universal. Coverage applies to **Wrongful Acts** committed anywhere and to **Claims** made in any jurisdiction in the world. If **Damages** or **Claim Expense** are paid in a currency other than the currency of the United States of America, then the payment under this Policy shall be considered to have been made in the currency of the United States at the conversion rate which is in effect at the time of the payment.

## B. When We Insure

### 1. Claims First Made

This insurance applies when a written **Claim** is first made against an **Insured** during the **Policy Period**, or if purchased, the Extended Reporting Period. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**.

The **Company** shall consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

### 2. Prior Wrongful Acts

The **Company** shall cover a written **Claim** first made against any **Insured**, other than the **First Named Insured**, arising from a **Wrongful Act** committed between the **Retroactive Date** and the Inception Date of the Notice of Insurance, but only if all of the following conditions are met:

- a. the written **Claim** is first made against any such **Insured** during the **Policy Period** stated in Item 2. of the Notice of Insurance. The **Company** shall consider a **Claim** to be first made against such **Insured** when a written **Claim** is first received by any such **Insured**;
- b. no **Insured** knew prior to the Inception Date of the **Policy Period** stated in Item 2. of the Notice of Insurance of a circumstance that could reasonably be expected to lead to the **Claim**; and
- c. there is no other valid and collectible insurance for the **Claim**.

### 3. Reported Wrongful Acts

The **Company** shall cover a written **Claim** first made against any **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

- a. the **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- b. the **Company** receives written notice from the **Insured** during the **Policy Period** of the **Wrongful Act**. The notice must include all of the following information:
  - (1) the names of those persons or organizations involved in the **Wrongful Act**;
  - (2) the specific person or organization likely to make the **Claim**;
  - (3) a description of the time, place and nature of the **Wrongful Act** and the **Blogging Activities**; and
  - (4) a description of the potential **Damages**;
- c. no **Insured** knew prior to the Inception Date of the **Policy Period**, as stated in Item 2. of the Notice of Insurance or Item 2. of the Declarations, whichever applies, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- d. there is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Policy Period** and arising from a reported **Wrongful Act** shall be covered under the provisions of the Policy in effect on the date the **Company** receives the notice of the **Wrongful Act**.

#### 4. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** for a **Wrongful Act** the **Insured** has not reported during the **Policy Period** in accordance with Part III.B.3. above. Such **Claims** are not automatically covered. To cover them, the **Named Insured** must have purchased an Extended Reporting Period from the **Company**.

If the **Named Insured** purchases an Extended Reporting Period, the **Company** shall cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

- a. the **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- b. no **Insured** knew prior to the Inception Date, as stated in Item 2. of the Notice of Insurance or Item 2. of the Declarations, whichever applies, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- c. there is no other valid and collectible insurance for the **Claim**.

The **Company** shall consider a **Claim** to be made during the Extended Reporting Period only if a written **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- d. If the **Company** cancels or non-renews the Policy or Notice of Insurance, and upon written request by a **Named Insured**, the **Company** shall offer an Extended Reporting Period, unless the **Company** cancels or non-renews the Policy because:
  - (1) any **Insured** failed to pay the premium or Deductible; or
  - (2) any **Insured** failed to comply with Policy provisions.

The Extended Reporting Period options and the respective percentages of the premium that a **Named Insured** must pay to purchase an Extended Reporting Period are:

One Year = 100% of the annual premium  
Two Years = 150% of the annual premium

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the Policy or the applicable Notice of Insurance by the **Company**.

If the **First Named Insured** cancels or nonrenews the Policy or an **Endorsed Named Insured** cancels or nonrenews a Notice of Insurance, the **Company** may, at the **Company's** sole option, offer to sell the **Named Insured** an Extended Reporting Period for an additional premium.

- e. The **Company** must receive the **Named Insured's** request for the Extended Reporting Period in writing within thirty (30) days after the end of the **Policy Period**. On receipt and acceptance of the request, the **Company** shall issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **Named Insured**. At the same time, the **Company** shall bill the additional premium, and the **Company** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
- f. The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
- g. A **Claim** that is first made during the Extended Reporting Period shall be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy and/or Notice of Insurance in effect on the last day of the **Policy Period** shall apply.

- h. The Extended Reporting Period does not reinstate or increase the Limit of Insurance.
- i. The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

#### IV. POLICY LIMIT AND DEDUCTIBLE

##### A. Limit of Insurance

###### 1. Each **Claim** Limit of Insurance

The **Company's** maximum Limit of Insurance for each **Claim** made during the **Policy Period** is stated in Item 5.A. of the Declarations or Notice of Insurance, whichever applies. This is the most the **Company** shall pay for **Damages** and **Claim Expense** for each **Claim** that is made during the **Policy Period**, and if purchased, the Extended Reporting Period. The Each **Claim** Limit of Insurance is subject to the Maximum Limit of Insurance set forth below.

###### 2. Maximum Limit of Insurance

The **Company's** maximum Limit of Insurance for all **Claims** made on the Policy or a given Notice of Insurance during the **Policy Period** is stated in Item 5.B. of the Declarations or Notice of Insurance, whichever applies. This is the most the **Company** shall pay for **Damages** and **Claim Expense** for all **Claims** that are made on the Policy or a given Notice of Insurance during the **Policy Period**, and if purchased, the Extended Reporting Period.

##### B. Deductible

A separate Deductible applies to each **Claim**. The Deductible applies to both **Damages** and **Claim Expense** and the **Company's** obligation to pay **Damages** and **Claim Expense** applies only to the amount of **Damages** and **Claim Expense** in excess of the Deductible. The amount of the **Insured's** Deductible is stated in Item 6. on the Declarations or the Notice of Insurance, whichever applies. The Deductible does not deplete the applicable Limit of Insurance.

#### V. EXCLUSIONS

- A. The **Company** shall not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of actual or alleged:
  - 1. **Bodily Injury** or **Property Damage**;
  - 2. harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual orientation, national origin, religion, handicap, disability or marital status;
  - 3. infringement of patent;
  - 4. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
  - 5. malfunction or defect of any hardware, equipment or component;
  - 6. electrical failure including electrical power interruption, surge, brownout or blackout;
  - 7. liability assumed under any contract or agreement; except this Exclusion does not apply to liability which the **Insured** would have incurred in the absence of such contract or agreement;
  - 8. breach of contract, warranty or guarantee; however, with respect to allegations of breach of contract, this Exclusion shall not apply to any liability that would have attached in the absence of such contract;

9. false, misleading, deceptive, fraudulent or misrepresenting statements in advertising, publicity or promotional material about the **Insured** or its own product or service;
  10. antitrust, restraint of trade or unfair or deceptive trade practices;
  11. acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974 or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
  12. violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law, any similar state or federal law, or any amendment to the above laws or any violation of any order, ruling or regulation issued pursuant to the above laws;
  13. the actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This Exclusion, A.13., is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution;
  14. **Over-redemption** of coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance; or violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other conduct associated with such violation of noncompliance;
  15. any **Wrongful Act** or other act, error, omission, fact, circumstance, situation, transaction, event or decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** as of the Inception Date stated in Item 2. of the Declarations or the Notice of Insurance, whichever is applicable;
  16. uploading by any **Insured** of copyrighted materials on others' sites.
- B. The **Company** shall not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of:
1. any **Wrongful Act**, error or omission that a jury, court or arbitrator finds dishonest, fraudulent, criminal, malicious or intentionally committed while knowing it was wrongful; or
  2. intentional unauthorized access to, unauthorized use of, tampering with or introduction of malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director or employee of an **Insured**.
- C. The **Company** is not obligated to pay **Damages** or **Claim Expense** for **Claims** made by:
1. any **Insured**;
  2. any entity which is a parent, affiliate, subsidiary, joint venturer or co-venturer of an **Insured**; or other entity in which any **Insured** is a partner;
  3. any entity directly or indirectly controlled, operated or managed by an entity described in Part V.C.1. or 2. above;
  4. any party or the successor or assignee of any party who has supplied, is supplying or is to supply **Content**, material or services to the **Insured**, but only with respect to **Claims** involving disputes over the ownership of, fees associated with, use of, or exercise of rights in the **Content**, material or services supplied;
  5. any regulatory authority, or any federal, state or local governmental agency; or

6. any present, former or prospective employee based on, resulting from, or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts.

## VI. CONDITIONS

### A. Premium

The **First Named Insured** shall pay to the **Company** the amount of premium stated in Item 7. of the Declarations and the **Endorsed Named Insureds** shall pay to the **Company** the amount of premium stated in Item 7. of their Notice of Insurance.

### B. Change of Operations

This insurance applies only to **Blogging Activities** as stated in Item 4. of the Declarations or the Notice of Insurance, or otherwise by endorsement, at the inception of the **Policy Period**. This insurance shall not apply to any other activities or entities unless, with the **Company's** consent, such activities or entities are added by endorsement. The **Named Insured** shall promptly pay any additional premium that may become due as a result of such addition.

### C. Defense; Cooperation of Insured; Settlement

#### 1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. As a condition precedent to coverage, the **Named Insured** shall give prompt notice to the **Company** of any **Claim**. The notice must contain details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Claim** and the **Blogging Activity**, which resulted in the **Claim**. The notice should be sent to the **Company's** Media/Professional business unit at:

2300 Main Street  
Suite 800  
Kansas City, Missouri  
64108-2404  
(usclaimnoticekc@axiscapital.com)

- b. The **Company** shall have the right and duty to appoint an attorney and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. However the **Company's** right and duty to defend and pay on the **Insured's** behalf ends when the **Company** has exhausted the applicable Limit of Insurance in payment of **Damages** or **Claim Expenses**.
- c. The **Insured** shall in all respects cooperate with and provide information requested by the **Company** with respect to any **Claim** for which insurance is afforded under this Policy and/or applicable Notice of Insurance and, at the **Company's** request, assist in mitigating **Damages**, in making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** shall attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses.

#### 2. Settlements and Appeals

- a. It is understood that the **Named Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is equal to or less than the amount remaining in the Deductible. No offer to settle any other **Claim** shall be made or accepted by the **Named Insured** without prior written agreement by the **Company**.
- b. In the event that the **Named Insured** and the **Company** disagree with respect to the final disposition of any **Claim**, the following provisions shall apply:

- (1) If the **Named Insured** is willing to accept a settlement which is offered by a claimant or is unwilling to appeal from a judgment of a trial court, the **Company** shall have the right to litigate in lieu of such settlement or appeal from such judgment, provided that the **Company** bears all costs and expenses, including incidental interest, of such litigation or appeal, any new trial ordered by an appellate court and any increase in the judgment amount or final settlement amount. Any increase in the judgment or settlement amount in such instance shall not be applied against the Limit of Insurance.
- (2) If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and the **Named Insured** is not willing to accept such judgment, settlement or settlement offer, and providing the judgment, settlement or settlement offer is in excess of the **Named Insured's** remaining Deductible, the **Company** may tender or pay to the **Named Insured** the difference between the amount of said judgment, settlement or settlement offer, and the **Named Insured's** remaining Deductible, and shall thereby be relieved from paying further **Damages** and **Claim Expense** as respects said **Claim**. In no event shall the **Company's** liability exceed the applicable Limit of Insurance stated in the Declarations or Notice of Insurance, whichever applies.

#### D. Other Insurance

The insurance afforded by this Policy or any applicable Notice of Insurance is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically written to apply in excess of this insurance.

#### E. Subrogation and Recovery of Claim Expense

In the event of any payment under this Policy or any applicable Notice of Insurance, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** shall have no rights of subrogation against any **Insured** hereunder. Any recoveries shall be applied as follows:

1. First, to the **Company** up to the amount the **Company** has paid for **Damages** and **Claim Expense**;
2. Then, to the **Insured** as recovery of Deductible amounts paid as **Damages** and **Claim Expense**.

The **Company** shall have the right to seek recovery from any **Insured** of any **Claim Expense** incurred as result of any portion of a **Claim** that is not covered by this Policy.

#### F. Changes

Notice to or knowledge possessed by any agent or other person acting on the **Company's** behalf shall not effect a waiver or a change in any part of this Policy or any Notice of Insurance or estop the **Company** from asserting any rights under the terms of this Policy or said Notice of Insurance; nor shall the terms of this Policy or said Notice of Insurance be waived or changed except by written endorsement issued to form a part of this Policy and/or said Notice of Insurance.

#### G. Assignment

Assignment of any interest under this Policy shall not bind the **Company** unless and until its written consent is endorsed hereon.

#### H. Action Against the Company

1. No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy and any applicable Notice of Insurance, nor until the amount of the **Insured's** obligation to pay shall have been fully determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement among the **Insured**, the claimant and the **Company**.

2. Any person or organization, or the legal representative thereof, who has secured such judgment, award or written agreement shall thereafter be entitled to recover under this Policy or applicable Notice of Insurance to the extent of the insurance afforded by this Policy or said Notice of Insurance.
3. No person or organization shall have any right under this Policy or any Notice of Insurance to join the **Company** as a party to any action against any **Insured**, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

## I. Cancellation and Nonrenewal

### 1. Cancellation

This Policy may be canceled by the **First Named Insured** by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the **Company** by mailing to the **First Named Insured**, at the address shown in this Policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. If cancellation is a result of nonpayment of premium or Deductible, the **Company** shall give written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

A Notice of Insurance may be canceled by the **Endorsed Named Insured** by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. A Notice of Insurance may be canceled by the **Company** by mailing to the **Endorsed Named Insured**, at the address shown in the Notice of Insurance, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. If cancellation is a result of nonpayment of premium or Deductible, the **Company** shall give written notice stating when, not less than ten (10) days thereafter such cancellation shall be effective.

If this Policy or a Notice of Insurance is canceled prior to the Expiration Date, the premium due the **Named Insured** shall be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **Named Insured**; or
- b. the pro rata unearned amount of the annual premium if such cancellation is by the **Company**;

but the return of such premium to the **Named Insured** is not a condition of cancellation.

### 2. Nonrenewal

The **Company** may elect not to renew this Policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the **Company**. The **Company** may elect not to renew a Notice of Insurance by mailing or delivering written notice of nonrenewal to the **Endorsed Named Insured's** last mailing address known to the **Company**. The **Company** shall mail or deliver the notice at least thirty (30) days before the expiration of the Policy.

If notice of cancellation or nonrenewal is mailed, proof of mailing shall be sufficient proof of notice. Delivery of the notice shall be the same as mailing.

## J. Membership Requirement

The **Endorsed Named Insureds** agree to maintain or have one of its principals maintain current membership in the Media Bloggers Association to qualify for this coverage. Failure to do so will be considered cancellation at the **Endorsed Named Insured's** request.

#### K. Authorization

The **Named Insureds** are responsible for assurance of payment of all premiums and Deductibles. The **Named Insureds** shall have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing an Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **Named Insureds** shall have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

#### L. Representations

By accepting this policy, the **Insureds** agree:

1. the statements in the Application or Renewal Application for this insurance furnished to the **Company** are accurate and complete;
2. those statements furnished to the **Company** and the statements in the Application or Renewal Application are representations made to the **Company** on behalf of all **Insureds**;
3. those representations are a material inducement to the **Company** to issue this Policy;
4. the **Company** has issued this Policy in reliance upon those representations;
5. this Policy, the Declarations, the Application or Renewal Application, and any endorsement or Notice of Insurance embody all agreements existing between the **Insured** and the **Company** relating to this insurance; and
6. the Application or Renewal Application and all other information submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this policy, will be kept on file by the **Company**, deemed attached to the Policy and Notice of Insurance as if physically attached to it and shall become incorporated in and constitute a part of the Policy and Notice of Insurance.

In Witness Whereof, the **Company** has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the **Company**.

President

Secretary



**AXIS INSURANCE COMPANY**  
 303 West Madison, Suite 500  
 Chicago, Illinois 60606

Notice of Insurance No.:

**BlogInsure™ LIABILITY COVERAGE**  
**NOTICE OF INSURANCE**

COVERAGE FORM: Media Bloggers Association Insurance Policy (AXMBA-2000 (7-08))  
**FIRST NAMED INSURED:** Media Bloggers Association  
 MASTER POLICY NO.:

AXIS INSURANCE COMPANY AGREES TO PAY **DAMAGES** AND **CLAIM EXPENSE** SUBJECT TO THE PROVISIONS, DEFINITIONS, LIMITATIONS, AND CONDITIONS OF THE MASTER POLICY. THIS NOTICE OF INSURANCE SUMMARIZES THE TERMS OF THE MASTER POLICY (HEREIN CALLED THE "POLICY"). THE POLICY IS A CONTRACT ISSUED BY AXIS INSURANCE COMPANY TO THE **FIRST NAMED INSURED**. THE TERMS OF THE POLICY MAY BE CHANGED BY A WRITTEN AGREEMENT BETWEEN AXIS INSURANCE COMPANY AND THE **FIRST NAMED INSURED**.

**CLAIMS MADE POLICY:** THIS INSURANCE COVERAGE IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THE POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACTS** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED ON THIS NOTICE OF INSURANCE.

COVERAGE FOR **CLAIM EXPENSE** IS SUBJECT TO THE POLICY LIMIT OF INSURANCE AND DEDUCTIBLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** WILL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS **CLAIM EXPENSE**.

PLEASE READ YOUR NOTICE OF INSURANCE CAREFULLY.

1. **Endorsed Named Insured** and Address:

2. **Policy Period:** From \_\_\_\_\_ To \_\_\_\_\_  
 12:01 A.M. standard time at the address of the **Endorsed Named Insured** as shown above.

3. **Retroactive Date** as respects Notice of Insurance No.:

4.  **Blogging Activities:**

5. Policy Limits: A. \$ Each **Wrongful Act**  
 B. \$ Maximum Limit of Insurance

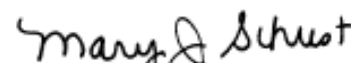
6. Deductible: \$ Each **Wrongful Act**

7. Premium: \$

8. Endorsements and other forms attached to this Notice of Insurance:

[Please note that endorsements and other forms attached to this Notice of Insurance modify the terms of the Master Policy.]

All notices and inquiries should be addressed to:  
**Media/Professional Insurance**  
 a business unit of the Select Markets Division of AXIS Insurance  
 2300 Main Street, Suite 800  
 Kansas City, Missouri 64108

  
 Authorized Representative

## INSURING AGREEMENT

The **Company** shall pay on behalf of the **Insured Damages** and **Claim Expense** in excess of the Deductible and within the Limit of Insurance which the **Insured** becomes legally obligated to pay as a result of liability one or more **Claims** first made against any **Insured** during the **Policy Period**, or if purchased, any Extended Reporting Period, for actual or alleged **Wrongful Acts** in the performance of  **Blogging Activities** as a current member of the Media Bloggers Association.

## DEFINITIONS

A. “ **Blogging Activities**” means obtaining, uttering or disseminating **Content** on the blog sites listed in Item 4. of:

1. with respect to the **First Named Insured**, the Declarations, and
2. with respect to all other **Insureds**, the Notice of Insurance.

Unless otherwise further specified on the Notice of Insurance or by written endorsement.

B. “**Bodily Injury**” means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, mental anguish, mental injury, shock or fright when these conditions result in or from physical injury, sickness, disease or death.

C. “**Claim**” means a written demand or written assertion of a legal right made against any **Insured**. **Claim** also means a suit seeking **Damages** or injunctive relief.

D. “**Claim Expense**” means, when authorized and approved by the **Company**:

1. reasonable and necessary fees charged by an attorney in defense of a **Claim**, including, but not limited to, such fees necessitated by a demand for a retraction or correction;
2. premiums on appeal bonds, attachments bonds or similar bonds, but the **Company** has no obligation to apply for or furnish any such bonds.

**Claim Expense** does not include salary charges or expenses of regular employees of the **Insured**.

E. “**Company**” means the insurance company stated at the top of the Declarations.

F. “**Content**” means printed, audio, visual, digital or informational material.

G. “**Damages**” means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, except when applicable law prohibits insurance for punitive, multiplied or exemplary damages; and legal expense, other than **Claims Expense**, or other costs included as part of a judgment, award or settlement. “**Damages**” also means interest on any part of a judgment not exceeding the Limit of Insurance that accrues after the entry of the judgment and before the **Company** has paid or tendered or deposited the applicable judgment amount in court.

**Damages** does not include civil or criminal fines or penalties; royalties, fines or penalties sought by any music licensing organization; disputed royalties, fees, deposits, commissions or charges; or loss or disgorgement of profits by an **Insured**. **Damages** also does not include costs of correcting or reperforming any  **Blogging Activities**.

H. “**Droit Moral**” means a creator’s rights to attribution and the integrity of a work.

I. “**Endorsed Named Insured**” means a current member of the Media Bloggers Association who has been added to the Policy through a Notice of Insurance and any entity who has such a member as a principal.

J. “**First Named Insured**” means the Media Bloggers Association, as listed in item 1. of the Declarations of the Policy.

K. “**Insured**” means, individually and collectively:

1. the **First Named Insured**;
2. the **Endorsed Named Insured**;
3. the **Endorsed Named Insured's** partners, officers, directors and employees, but only with respect to their  **Blogging Activities** performed within the scope of their duties as partners, officers, directors and employees of such **Endorsed Named Insured**;

4. in the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the **Insured's** legal representative, but only with respect to **Wrongful Acts** committed prior to such **Insured's** death, incompetency, insolvency or bankruptcy and only to the extent such **Insured** is covered under this Policy. Provided, however, no such legal representative is covered for his, her or its own **Wrongful Acts**.
- L. **"Named Insured"** means the **First Named Insured** and/or an **Endorsed Named Insured**.
- M. **"Over-redemption"** means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount
- N. **"Policy Period"** means:
1. with respect to the **First Named Insured**, the period of time stated in Item 2. of the Declarations; and
  2. with respect to all other **Insureds**, the period of time stated in Item 2. of the Notice of Insurance, or any shorter period resulting from cancellation of the Policy.
- O. **"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
1. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
  2. hazardous, toxic or radioactive matter or nuclear radiation;
  3. waste, which includes material to be recycled, reconditioned or reclaimed; or
  4. any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof.
- P. **"Property Damage"** means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.
- Q. **"Retroactive Date"** means:
1. for the **First Named Insured** the date stated in Item 3. of the Declarations; and
  2. for any other, other than the **First Named Insured**, the date stated in Item 3 of the applicable Notice of Insurance.
- R. **"Wrongful Act"** means any of the following by an **Insured** in the performance of **Blogging Activities**:
1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
  2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or
  3. infringement of copyright, violation of **Droit Moral**, false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract.

All **Wrongful Acts** that involve the same or related subject, person, class of person or have common facts or circumstances or involve common transactions, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication shall be treated under this Policy as one **Wrongful Act**.

All **Claims** arising from the same **Wrongful Act** shall be deemed to have been made on the earlier of the following dates:

- a. the date the first of those **Claims** is made against any **Insured**; or
- b. the first date the **Company** receives the **Insured's** written notice of the **Wrongful Act**.

The provisions of the Policy in effect on that date shall apply.

## Where and When We Insure

### A. Where We Insure

The territory and jurisdiction of the Policy is universal. Coverage applies to **Wrongful Acts** committed anywhere and to **Claims** made in any jurisdiction in the world. If **Damages** or **Claim Expense** are paid in a currency other than a currency of the United States of America, then the payment under this Policy shall be considered to have been made in the currency of the United States at the conversion rate which is in effect at the time of the payment.

### B. When We Insure

#### 1. Claims First Made

This insurance applies when a written **Claim** is first made against any **Insured** during the **Policy Period**, or if purchased, the Extended Reporting Period. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**.

The **Company** shall consider a Claim to be first made against an **Insured** when a written **Claim** is first received any **Insured**.

This insurance also applies to **Claims** under the following conditions:

#### 2. Prior Wrongful Acts

The **Company** will cover a written **Claim** first made against any **Insured**, other than the **First Named Insured**, arising from a **Wrongful Act** committed between the **Retroactive Date** and the Inception Date of the applicable Notice of Insurance, but only if all of the following conditions are met:

- a. The written **Claim** is first made against any such **Insured** during the **Policy Period** stated in Item 2. of the Notice of Insurance. The **Company** will consider a **Claim** to be first made against the **Insured** when a written **Claim** is first received by any **Insured**;
- b. No **Insured** knew prior to the Inception Date of the **Policy Period** stated in Item 2. of the Notice of Insurance of a circumstance that could reasonably be expected to lead to the **Claim**; and
- c. There is no other valid and collectible insurance for the **Claim**.

#### 3. Reported Wrongful Acts

The **Company** will cover a written **Claim** first made against any **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

- a. The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- b. The **Company** receives written notice from the **Insured** during the **Policy Period** of the **Wrongful Act**. The notice must include all of the following information:
  - (1) the names of those persons or organizations involved in the **Wrongful Act**;
  - (2) the specific person or organization likely to make the **Claim**;
  - (3) a description of the time, place and nature of the **Wrongful Act** and the **Blogging Activities**; and
  - (4) a description of the potential **Damages**;
- c. No **Insured** knew prior to the Inception Date of the **Policy Period**, as stated in Item 2. of the Notice of Insurance, or Item 2. of the Declarations, whichever applies, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- d. There is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Policy Period** and arising from a reported **Wrongful Act** will be covered under the provisions of the Policy in effect on the date the **Company** receives the notice of the **Wrongful Act**.

4. Extended Reporting Period

The Policy contains an Extended Reporting Period provision which has been amended by the New Jersey Amendatory Endorsement attached to the Policy and this Notice of Insurance.

**POLICY LIMIT AND DEDUCTIBLE**

A. Limit of Insurance

1. Each **Claim** Limit of Insurance

The **Company's** maximum Limit of Insurance for each **Claim** made during the **Policy Period** is stated in Item 5. A. of the Declarations or Notice of Insurance, whichever applies. This is the most the **Company** shall pay for **Damages** and **Claim Expense** for each **Claim** that is made during the **Policy Period**, and if purchased, the Extended Reporting Period. The Each **Claim** Limit of Insurance is subject to the Maximum Limit of Insurance set forth below

2. Maximum Limit of Insurance

The **Company's** maximum Limit of Insurance for all **Claims** made on the Policy or a given Notice of Insurance during the **Policy Period** is stated in Item 5.B. of the Declarations or Notice of Insurance, whichever applies. This is the most the **Company** shall pay for **Damages** and **Claim Expense** for all **Claims** that are made on the Policy or a given Notice of Insurance during the **Policy Period**, and if purchased, the Extended Reporting Period.

B. Deductible

A separate Deductible applies to each **Claim**. The Deductible applies to both **Damages** and **Claim Expense** combined, and the **Company's** obligation to pay **Damages** and **Claim Expense** applies only to the amount of **Damages** and **Claim Expense** in excess of the Deductible. The amount of the **Insured's** Deductible is stated in Item 6. on the Declarations or the Notice of Insurance. The Deductible does not deplete the applicable Limit of Insurance.

**EXCLUSIONS**

A. The **Company** will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of actual or alleged:

1. **Bodily Injury or Property Damage;**
2. harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual orientation, national origin, religion, handicap, disability or marital status;
3. infringement of patent;
4. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
5. malfunction or defect of any hardware, equipment or component;
6. electrical failure including electrical power interruption, surge, brownout or blackout;
7. liability assumed under any contract or agreement; except this Exclusion does not apply to liability which the **Insured** would have incurred in the absence of such contract or agreement;
8. breach of contract, warranty or guarantee; however, with respect to allegations of breach of contract, this Exclusion shall not apply to any liability that would have attached in the absence of such contract;
9. false, misleading, deceptive, fraudulent or misrepresenting statements in advertising, publicity or promotional material about the **Insured** or its own product or service;
10. antitrust, restraint of trade or unfair or deceptive trade practices;
11. acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
12. violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law, any similar state or federal law, or any amendment to the above laws or any violation of any order, ruling or regulation issued pursuant to the above laws;

13. the actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This Exclusion, A.13., is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution;
  14. **Over-redemption** of coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance; or violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other conduct associated with such violation of noncompliance;
  15. any **Wrongful Act** or other act, error, omission, fact, circumstance, situation, transaction, event or Decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** as of the Inception Date stated in Item 2. of the Declarations or the Notice of Insurance, whichever is applicable;
  16. uploading by any **Insured** of copyrighted materials on others' sites.
- B. The **Company** will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of:
1. an **Wrongful Act**, error or omission that a jury, court or arbitrator finds dishonest, fraudulent, criminal, malicious or intentionally committed while knowing it was wrongful; or
  2. intentional unauthorized access to, unauthorized use of, tampering with or introduction of malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director or employee of an **Insured**.
- C. The **Company** is not obligated to pay **Damages** or **Claim Expense** for **Claims** made by:
1. any **Insured**;
  2. any entity which is a parent, affiliate, subsidiary, joint venturer or co-venturer; or other entity in which any **Insured** is a partner;
  3. any entity directly or indirectly controlled, operated or managed by an entity described in Part V.C.1. or 2. above;
  4. any party or the successor or assignee of any party who has supplied, is supplying or is to supply **Content**, material or services to the **Insured**, but only with respect to **Claims** involving disputes over the ownership of, fees associated with, use of, or exercise of rights in the **Content**, material or services supplied;
  5. any regulatory authority, or any federal, state or local governmental agency; or
  6. any present, former or prospective employee based on, resulting from, or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts.

## OTHER PROVISIONS

### A. Change of Operations

This insurance applies only to **Blogging Activities** as stated in Item 4. of the Declarations or described Notice of Insurance, or otherwise by endorsement, at the inception of the **Policy Period**. This insurance will not apply to any other activities or entities unless, with the **Company's** consent, such activities or entities are added by endorsement. The **Name Insured** will promptly pay any additional premium that may become due as a result of such addition.

### B. Defense; Cooperation of Insured; Settlement

#### 1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. As a condition precedent to coverage, the **Named Insured** shall give prompt notice to the **Company** of any **Claim**. The notice must contain details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Claim** and the **Blogging Activity**, which resulted in the **Claim**. This notice should be sent to the **Company's** Media/Professional business unit at:

2300 Main Street  
Suite 800  
Kansas City, Missouri  
64108-2404  
(usclaimnoticekc@axiscapital.com)

- b. The **Company** shall have the right and duty to appoint an attorney and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. However the **Company's** right and duty to defend and pay on the **Insured's** behalf ends when the **Company** has exhausted the applicable Limit of Insurance in payment of **Damages** or **Claim Expenses**.
- c. The **Insured** will in all respects cooperate with and provide information requested by the **Company** with respect to any **Claim** for which insurance is afforded under this Notice of Insurance and, at the **Company's** request, assist in mitigating **Damages**, in making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses.

## 2. Settlements and Appeals

- a. It is understood that the **Named Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining Deductible. No offer to settle any other **Claim** will be made or accepted by the **Named Insured** without prior written agreement by the **Company**.
- b. In the event that the **Named Insured** and the **Company** disagree with respect to the final disposition of any **Claim**, the following provisions will apply:
  - (1) If the **Named Insured** is willing to accept a settlement which is offered by a claimant or is unwilling to appeal from a judgment of a trial court, the **Company** will have the right to litigate in lieu of such settlement or appeal from such judgment, provided that the **Company** bears all costs and expenses, including incidental interest, of such litigation or appeal, any new trial ordered by an appellate court and any increase in the judgment amount or final settlement amount. Any increase in the judgment or settlement amount in such instance will not be applied against the Limit of Insurance.
  - (2) If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and the **Named Insured** is not willing to accept such judgment, settlement or settlement offer and providing the judgment, settlement or settlement offer is in excess of the **Named Insured's** remaining Deductible, the **Company** may tender or pay to the **Named Insured** the difference between the amount of said judgment, settlement or settlement offer, and the **Named Insured's** remaining Deductible, and will thereby be relieved from paying further **Damages** and **Claim Expense** as respects said **Claim**. In no event shall the **Company's** liability exceed the applicable Limit of Insurance stated in the Declarations or Notice of Insurance, whichever applies.

## C. Other Insurance

The insurance afforded by the Policy and this Notice of Insurance is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically written to apply in excess of this insurance.

## D. Subrogation and Recovery of Claim Expense

The **Company** has subrogation rights as specified in the Policy.

## E. Action Against the Company

The **Named Insured's** right to bring an action against the **Company** under the Policy is specified in the Policy.

## F. Representations

By accepting the policy, the **Named Insureds** agree:

1. the statements in the Application or Renewal Application for this insurance furnished to the **Company** are accurate and complete;
2. those statements furnished to the **Company** and the statements in the Application or Renewal Application are representations made to the **Company** on behalf of all **Insureds**;
3. those representations are a material inducement to the **Company** to issue the Notice of Insurance;
4. the **Company** has issued the Notice of Insurance in reliance upon those representations;
5. this Notice of Insurance, the Policy, the Declarations, the Application or Renewal Application, and any endorsement or embody all agreements existing between the **Insured** and the **Company** relating to this insurance; and

6. The Application or Renewal Application and all other information submitted by or on behalf of the **Insureds** to the **Company** in connection with the **Company** underwriting this Notice of Insurance, will be kept on file by the **Company**, deemed attached to the Notice of Insurance as if physically attached to it and shall become incorporated in and constitute a part of the Notice of Insurance.

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President

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Secretary

SPECIMEN

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## NEW JERSEY AMENDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### BlogInsure™ Liability Policy

1. The second paragraph of the "**IMPORTANT NOTICE**" is deleted and replaced by the following:

**CLAIMS MADE POLICY:** THIS INSURANCE COVERAGE IS PROVIDED ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD**, THE AUTOMATIC EXTENDED REPORTING PERIOD, AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THE POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACTS** COMMITTED BEFORE THE APPLICABLE **RETROACTIVE DATE**.

2. Section I. **INSURING AGREEMENT** is amended by the addition of the words ", the Automatic Extended Reporting Period," after the words "**Policy Period**".
3. Section III. **Where and When We Insure**, paragraph B. **When We Insure**, subparagraph 4. Extended Reporting Period is deleted and replaced by the following:
4. Automatic and Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** for a **Wrongful Act** the **Insured** has not reported during the **Policy Period** in accordance with Part III.B.3. above. To cover them, the Automatic Extended Reporting Period must apply as described below or the **Named Insured** must purchase an Extended Reporting Period from the **Company**.

If the **Named Insured** purchases an Extended Reporting Period or if the Automatic Extended Reporting Period applies as described below, the **Company** shall cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

- a. the **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- b. no **Insured** knew prior to the Inception Date, as stated in Item 2. of the applicable Notice of Insurance or Item 2. of the Declarations, whichever applies, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- c. there is no other valid and collectible insurance for the **Claim**.

If the **First Named Insured** or the **Company** cancels or non-renews this Policy or a Notice of Insurance, the **Company** shall provide an Automatic Extended Reporting Period of thirty (30) days following the effective date of cancellation or nonrenewal. This period shall be called the "Automatic Extended Reporting Period".

If the **First Named Insured** or the **Company** cancels or non-renews this Policy or the **Company** or an **Endorsed Named Insured** cancels or non-renews a Notice of Insurance, the **Company** shall offer to sell the **Named Insured** an Extended Reporting Period for an additional premium. The Extended Reporting Period shall follow the end of the Automatic Extended Reporting Period.

The **Company** shall consider a **Claim** to be made during the Automatic Extended Reporting Period and, if purchased, the Extended Reporting Period, only if a written **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period**, or effective date of cancellation or nonrenewal, whichever applies, and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The Extended Reporting Period options and the respective percentages of the Premium that a **Named Insured** must pay to purchase an Extended Reporting Period are:

One Year	=	100% of the annual premium
Two Years	=	150% of the annual premium

The **Company** must receive the **Named Insured's** request for the Extended Reporting Period in writing within thirty (30) days after the end of the **Policy Period**. On receipt and acceptance of the request, the **Company** shall issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **Named Insured**. At the same time, the **Company** shall bill the additional premium, and the **Company** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.

The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.

A **Claim** that is first made during the Automatic Extended Reporting Period or, if purchased, the Extended Reporting Period, shall be deemed to have been made on the last day of the **Policy Period**. The provisions of the Policy and/or applicable Notice of Insurance in effect on the last day of the **Policy Period** shall apply.

The Automatic Extended Reporting Period and, if purchased, the Extended Reporting Period, does not reinstate or increase the Limit of Insurance.

The Automatic Extended Reporting Period and if purchased, the Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

4. The second sentence of Section IV. **POLICY LIMIT AND DEDUCTIBLE A. Limit of Insurance**, subparagraph 1. Each **Claim** Limit of Insurance is amended by the addition of the words ", the Automatic Extended Reporting Period," after the words "**Policy Period**".
5. The second sentence of Section IV. **POLICY LIMIT AND DEDUCTIBLE A. Limit of Insurance**, subparagraph 2. Maximum Limit of Insurance is amended by the addition of the words ", the Automatic Extended Reporting Period," after the words "**Policy Period**".
6. The first and second paragraphs of Section VI. **CONDITIONS**, paragraph I. **Cancellation and Nonrenewal**, subparagraph 1. **Cancellation** is deleted and replaced by the following:

This Policy or any applicable Notice of Insurance may be canceled by the appropriate **Named Insured** by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective.

If this Policy has been in effect for less than sixty (60) days at the time of mailing or delivery of notice of cancellation, the **Company** may cancel this Policy or any applicable Notice of Insurance by mailing or delivering to the **Named Insured** written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. If the **Company** cancels this Policy for nonpayment of premium or Deductible, or moral hazard, the **Company** may cancel this Policy by mailing or delivering notice of cancellation stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

If this Policy has been in effect for sixty (60) days or more at the time of mailing or delivery of notice of cancellation, the **Company** may only cancel the Policy for any of the following reasons:

- a. nonpayment of premium;
- b. moral hazard;
- c. material misrepresentation or nondisclosure to the Insurer of a material fact at the time of acceptance of the risk;
- d. increased hazard or material change in the risk assumed which could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- e. substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- f. lack of cooperation from the **Insured** on loss control matters materially affecting insurability of the risk;
- g. fraudulent acts against the Insurer by the **Insured** or its representatives that materially affect the nature of the risk insured;
- h. loss of or reduction in available insurance capacity;

- i. material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the Policy or any subsequent renewal thereof;
- j. loss of or substantial changes in applicable reinsurance;
- k. failure by the **Insured** to comply with any federal, state or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;
- l. failure by the **Insured** to provide reasonable and necessary underwriting information to the Insurer upon written request therefore and a reasonable opportunity to respond; or
- m. agency termination.

If the **Company** cancels this Policy for any of the reasons set forth in c. through m. above, the **Company** shall mail or deliver written notice of cancellation to the **Named Insured** not more than one hundred twenty (120) days nor less than thirty (30) days thereafter such cancellation shall be effective. If the **Company** cancels this Policy for the reasons set forth in a. and b. above, the **Company** shall mail or deliver written notice of cancellation to the **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. No cancellation for nonpayment of premium shall be effective if payment of the amount due is made prior to the effective cancellation date. The notice of cancellation for nonpayment of premium shall state the amount of premium due and the due date.

Notice of cancellation shall state the reason for cancellation and shall be sent by certified mail, or by first class mail, if at the time of mailing the **Company** has obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the **Insured**, and the **Company** has retained a duplicate copy of the mailed notice.

If this Policy or a Notice of Insurance is canceled by the **Named Insured**, the **Company** shall mail or deliver to the **Named Insured** any premium refund within a reasonable time not to exceed sixty (60) days of the date of cancellation or date of notice, whichever occurs last, or sixty (60) days after the completion of any payroll audit necessary to determine the amount of premium earned while the Policy was in force.

7. Section VI. **CONDITIONS**, paragraph I. **Cancellation and Nonrenewal**, subparagraph 2. **Nonrenewal** is deleted and replaced by the following:

2. **Nonrenewal**

The **Company** may elect not to renew this Policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the **Company**. The **Company** may elect not to renew a Notice of Insurance by mailing or delivering written notice of nonrenewal to the **Endorsed Named Insured's** last mailing address known to the **Company**. The **Company** shall mail or deliver the notice not more than one hundred twenty (120) days but not less than thirty (30) days before the expiration of the Policy. The notice of nonrenewal shall state the reason for nonrenewal. The notice of nonrenewal shall be sent by certified mail or by first class mail, if at the time of mailing the **Company** has obtained from the Post Office Department a date stamped proof of mailing showing the name and address of the **First Named Insured**, and the **Company** has retained a duplicate copy of the mailed notice.

8. Section VI. **CONDITIONS**, paragraph I. **Cancellation and Nonrenewal** is amended by the addition of the following:

3. Pursuant to New Jersey law, this Policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Insured**. The underwriting reasons or guidelines that a **Company** can use to cancel or nonrenew this Policy are maintained by the **Company** in writing and shall be furnished to the **Insured** and/or the **Insured's** lawful representative upon written request.

This provision shall not apply to any Policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the Policy is a renewal policy.

4. If the **Company** decides to renew this Policy, the **Company** shall mail or deliver written notice of the amount of the renewal premium and any change in Policy terms to the **Named Insured** not more than one hundred twenty (120) days but not less than thirty (30) days prior to the due date of the premium and shall state the effect of nonpayment of premium by the due date.

9. The Policy Declarations is amended by the addition of the following:

**THIS POLICY IS SUBJECT TO A MAXIMUM LIMIT OF INSURANCE WHICH IS THE MOST THE COMPANY SHALL PAY FOR DAMAGES AND CLAIM EXPENSE FOR ALL CLAIMS THAT ARE MADE ON THE POLICY DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD, AND IF PURCHASED, THE EXTENDED REPORTING PERIOD.**

**THE NOTICE OF INSURANCE IS SUBJECT TO A MAXIMUM LIMIT OF INSURANCE WHICH IS THE MOST THE COMPANY SHALL PAY FOR DAMAGES AND CLAIM EXPENSE FOR ALL CLAIMS THAT ARE MADE ON A GIVEN NOTICE OF INSURANCE DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD, AND IF PURCHASED, THE EXTENDED REPORTING PERIOD.**

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

SPECIMEN