

Insurance email re Cox issue.

Charlie Stogner <stogtv@gmail.com> Jun 28

to Meleasia

Please execute an ACORD form for Cox Communications Las Vegas, Inc. 1700 Vegas Drive, Las Vegas, NV 89106

and forward me as an attachment. I'll put in a Las Vega file and then forward as an attachment when I return the executed agreement this afternoon.

Thanks,

Meleasia Shaw <mshaw@stogneragency.com> Jun 28

to me

Here it is. Let me know if you need anything else.....

Thank you,

Meleasia Shaw

The Stogner Agency

625 Delaware Ave - McComb, MS 39649

601-684-4467 Phone - 601-684-4449 Fax

Attachment: (1st ACORD sent)

Charlie Stogner <stogtv@gmail.com> July 5

to Meleasia

Study the following then email me and I'll call. We need to talk about this.

From Cox:

any material change, non-renewal or cancellation of coverage. Prior to execution of this Agreement and each time that a change is made in the Policy, the carrier, or Exhibit B resulting in the addition of a System necessitating an additional State certificate, LESSEE shall deliver to LESSOR a **Certificate(s) of Insurance evidencing such coverage and naming each LESSOR listed on any Schedule B as an additional insured under the policy** as evidence of coverage obtained per this section and shall not limit or restrict any indemnification obligation of the LESSEE under this Agreement.

The Certificate StogMedia provided is inconsistent with Section 6 of the Agreement for

the following reasons:

1. The Certificate is not properly completed. In particular, the policy is marked in the “general liability” box, which is inappropriate. General liability insurance policies provide only limited media liability coverage but are insufficient for any company in the media business.
2. The Certificate fails to reflect that the policy provides for the coverage required or that each Cox person or entity listed on Schedule B of the Agreement is “an additional insured” under the policy.
3. The Certificate fails to reflect that the policy provides for 30 days’ prior written notice to Cox of any material change, non-renewal or cancellation of coverage.
4. The Certificate fails to reflect that the policy is effective in the state of Nevada.
5. The Certificate fails to reflect that the policy “per occurrence.”
6. According to the Certificate, the policy expires April 16, 2018, which is several months before the Agreement would expire.

Meleasia Shaw <mshaw@stogneragency.com>

Jul 6

to me

Here is the policy....Let me know if they can tell you clearly what they want done and I will be glad to fix the COI.

Thank you,

Meleasia Shaw

From: augusta.kelley@amwins.com [mailto:augusta.kelley@amwins.com]

Sent: Monday, April 17, 2017 7:55 AM

To: mshaw@stogneragency.com

Subject: StogMedia - Policy & Invoice

Dear Meleasia:
Please find the attached E&O - Media/Publishers/Broadcasters Policy for the following account:

ACCOUNT NAME: StogMedia
POLICY NUMBER: MCN000108521701
POLICY PERIOD: 4/16/2017 - 4/16/2018
CARRIER: AXIS Insurance Company

The policy sets out the precise coverage terms and conditions that have been bound. Please review the policy carefully. If after review, you find any errors in the issuance, please contact us immediately to discuss.

AXIS Insurance Company issues policies and endorsements electronically. As such, we won't be mailing a printed copy.

Should you have any questions or need anything further, please feel free to contact me.

Thank you for your business. We truly appreciate it.

Sincerely,

Augusta Kelley , MLIS

Associate Broker | AmWINS Brokerage of Georgia, LLC
One Gresham Landing ||| Stockbridge, GA 30281 |

ATTACHMENT.....ACTUAL POLICY

Charlie Stogner <stogtv@gmail.com> Jul 20

to Meleasia

Got a serious problem with Cox and insurance.

Here's what Cox 'leased access' agreement calls for in insurance:

(a) **INSURANCE.** LESSEE shall obtain and have in effect at all times during the Term, Errors and Omissions insurance, written by insurance carriers holding a Best's rating of A- or higher with limits of \$ 1,000,000 per occurrence covering liability arising from all shows provided to the LESSOR. LESSEE shall obtain individual certificates for each state within which any System listed in Exhibit B(s) is located in whole or in part. The policy shall provide for thirty (30) days' prior written notice to LESSOR of any material change, non-renewal or cancellation of coverage. Prior to execution of this Agreement and each time that a change is made in the Policy, the carrier, or Exhibit B resulting in the addition of a System necessitating an additional State certificate, LESSEE shall deliver to LESSOR a Certificate(s) of Insurance evidencing such coverage and naming each

LESSOR listed on any Schedule B as an additional insured under the policy as evidence of coverage obtained per this section and shall not limit or restrict any indemnification obligation of the LESSEE under this Agreement.

Our present policy is with AXIS, the certificate of insurance (ACORD form) I got from you yesterday is with AXIS as per where it says "Other AXIS Pro Media liability". I'm assuming the current policy and this one from 2010 are the same. If so, Cox accepted the one in 2010.

Here's what Cox now says about the policy:

On Friday, July 7, 2017. Cox received from you a copy of the Film & Entertainment Liability Policy with Axis Insurance Company (the "Policy"). which insures Charles Stogner OBA StogMedia. Both Cox and its insurance broker have reviewed the Policy for the following reasons, among others, Cox unfortunately has determined that the Policy patently fails to comply with the reasonable insurance requirements of the Leased Access Programming Agreement (the Agreement' ") you signed:

I. Endorsement 4. FE -41 , expressly amends Item 6 of the Policy and specifically states,

..The policy shall not apply to motion pictures for theatrical release, programs for rad io, telev ision or cable television or records for general distribution unless specifically named by endorsement.' (emphasis added). No such programs are specifically named in any endorsement. and the Policy therefore provides no coverage whatsoever to Cox or StogMedia with regard to the programming StogMedia committed to presenting under the Agreement. Indeed. the Policy expressly excludes such coverage.

7 The Policy fails to provide for 30 days prior written notice to Cox of any material change. non-renewal or cancellation of coverage.

3 The Policy fails to reflect that it is effective in the state of Nevada.

4 The Policy expires April 16. 2018. ,, which is several months before the Agreement would expire.

NOW, I've been taking advantage of the law providing leased access for 20 years and not only am president of our national association but from what I hear from others am considered the leading expert on leased access, the law, FCC rules, etc.

Here's what FCC says about cable operators and leased access: *The Commission further stated that determinations of a "reasonable" insurance requirement will be based on the operator's practices with respect to insurance requirements imposed on non-leased access programmers, the likelihood that the leased access programming will pose a liability risk for the operator, previous instances of litigation arising from the leased access programming, and any other relevant factor.* **1 The burden of proof in establishing reasonableness was placed on cable operators.**

Is there any way I can speak to the broker, underwriter or more importantly, some AXIS official to

see if they can assist me in having Cox accept, as all other cable operators, the AXIS policy?

Uncle Charlie

Blasted gmail is messing up the formatting of this message.

Charlie Stogner <stogtv@gmail.com> Jul 24

to Meleasia

Do I need to come to the office to be there while you follow up with AXIS on getting this policy corrected for 'cable television' programming for leased access.

I note we've been with them for a number of years but until Cox reviewed their policy and then pointed out "*The policy shall not apply to motion pictures for theatrical re lease, programs for radio, television or cable television*". I've been under the impression this was 'Media Perils' for us as cable television programmers. I've assumed we were covered when apparently we were not. Luckily there's never been a claim and actually I doubt there ever will be one.

You can share with AXIS that since FCC began to permit cable operators to require we carry 'Media Perils' in the early 90's there's not been a single incident re this.

I'm sharing the concerns by Las Vegas affiliate has to have you understand the need to stress to AXIS the urgency of this.

Here's what he emailed over the weekend.

My number one priority is just starting on time.

I've spent a lot of money on print and billboards advertising the start date.

Meleasia Shaw <mshaw@stogneragency.com> Jul 24

to me

Please see the underwriter's response below...

From: Augusta Kelley [mailto:Augusta.Kelley@amwins.com]
Sent: Monday, July 24, 2017 10:49 AM
To: Meleasia Shaw
Subject: RE: STOGMEDIA - MCN000108521701
Importance: High

Good morning,

Please see the below / attached from the UW:

Hi Jenny, see below:

1. I immediately see the problem they have with the first issued listed on your email below. The Scheduled Production” wording is incorrect on this past renewal, for which I apologize. We left off the second part of that scheduled wording. It should read as follows:

“See FE-41, Producers of Commercials, Industrial and Educational Films Amendatory
Endorsement and community programming for cable television produced by the
named Insured during the policy period.”

2. The next issue is the 30 days prior written notice – that enhancement is provided when we issue the additional insured endorsement (it is a fill in – see blank endorsement above). This wording is not on the policy, as we do not provide the notification on a blanket basis to those qualifying as an Insured under the Definition of Insured. That enhancement is provided on the AI endorsement. This year we have not issued any additional insured endorsements. Please advise Cox’s full entity listing and address and I will have the AI endorsement issued for Cox. That should take care of this issue.

3. As far as being effective in the state of Nevada – this territory of this policy is universal. I would direct Cox to page 8 of 11, Section V. CONDITIONS, B. That section states: The territory of the policy is universal (which would include Nevada).

4. Policy expiration is 4/16/2018 – I can’t help that it does not jive with the Cox agreement – we renewed per your instructions and this policy, as far as I can tell, has had the same expiration date for the last 6yrs at least (I don’t have info past 5yrs). If you want to forward the contract with Cox, I can take a look and see what date Cox is referring to on the contract. The Insured has had continuous coverage since first written, so there have been no gaps in coverage since originally bound. Once I see their language, then I can advise further.

Let me send you the changes (change of Scheduled Production wording and the additional insured endorsement for Cox (again will need info above to generate the endorsement). Then I’ll take a look at the contract and figure out what we can do on the expiration date issue.

I think I have addressed all the issues as presented. I left you a voice mail, but when I took another look at your email below, it was not that complicated. These are simple issues that are easily remedied. I think this will satisfy Cox (pending further information on why they think the policy suddenly does not expire within their requirements), with the explanation above, the revised "Scheduled Production" wording and an AI Endorsement for Cox that contains the 30 day provision.

If you have any questions or just want to discuss in general, please do not hesitate to contact me.

I do want to apologize for the missing line on the dec page, that was my fault.

Thank you,

Augusta Kelley, MLIS

Associate Underwriter,

Charlie Stogner <stogtv@gmail.com>

Jul 27

to Meleasia

You can tell them this particular agreement is for 13 weeks with the one show being the only one airing daily.

The name of the show, the 'title' is "The Heart Attack Grill Diet, an

infomercial' type show which urges viewers to adopt our high fat meat based diet. The infomercial is comprised of testimonials from various people and a few celebrities. It is humorous in nature.

If there's any way Axis can provide Cox with this set of 'conditions' or 'demands' then they should go ahead and permit us carriage under the law.

Charlie Stogner <stogtv@gmail.com>

Jul 28

to Meleasia

This is extremely crucial in that my affiliate already has expended over \$20,000 anticipating being on the air in July.

We ain't gonna make it and it's vital I learn what Axis will and can do about the latest insurance

'requirement's imposed by Cox.

Please let me know the minute you learn something and to insure speeding it up, how about contacting them first thing today explaining you're doing so due to the bind Cox has us in.

Thanks

Meleasia Shaw <mshaw@stogneragency.com> Jul 28

to me

Haven't heard back from them.....I'm checking on it now...

Thank you,

Meleasia Shaw

From: Charlie Stogner [mailto:stogtv@gmail.com]
Sent: Friday, July 28, 2017 8:23 AM
To: Meleasia Shaw/The Stogner Agency
Subject: Desperation

Charlie Stogner <stogtv@gmail.com> Jul 28

to Meleasia

Thanks,. This really has me in a very bad bind and even if Axis makes the needed changes, or? needed to fit this I still see Cox taking their time while they look for something else to hole me up.

I suspect their top lawyer is taking a personal interest in trying to show me who's in charge. At the moment they are but once we're underway they'll find FCC is not them. Meanwhile the are in control.

Charlie

Charlie Stogner <stogtv@gmail.com> Jul 28

to Meleasia

The name of the show, the 'title' is "The Heart Attack Grill Diet, an

infomercial' type show which urges viewers to adopt our high fat meat based diet. The

infomercial is comprised of testimonials from various people and a few celebrities. It is humorous in nature. This will be the only show (title) running at this site.

Charlie Stogner <stogtv@gmail.com> Aug 2

to Meleasia

Here's what I got this morning.

As Cox has explained in multiple correspondence with you, the documentation you have provided regarding the insurance required under the Agreement that you executed, as well as your correspondence and the correspondence from Jon Basso regarding his role in the production, control and ownership of the programming proposed to be retransmitted over Cox's Las Vegas cable system, raise important insurance coverage issues that you unfortunately continue to gloss over either willfully or perhaps due to confusion. Contrary to Jon Basso's statements to Cox, you vigorously assert in your email to Cox dated July 27, 2017, that Jon Basso and other unnamed individuals who may play a role in creating and producing the content for the programming proposed to be retransmitted over Cox's Las Vegas cable system are in fact your agents under your control and direction for purposes of your Agreement with Cox.

As explained in more detail in Cox's correspondence to you dated July 26, 2017, the information StogMedia has provided to date concerning its insurance coverage, including Section II.L.6 and Endorsement 8 of your Axis policy, does not reflect insurance coverage for StogMedia's agents and independent contractors.

As previously noted in Cox's July 26 correspondence to you, Section IV.A.21 of the Axis policy excludes from coverage "infringements or other Claims arising from the title of any Scheduled Production(s) until a satisfactory title report is submitted and approved by the Company and specifically endorsed hereon." Your correspondence to Cox dated Friday, July 28, 2017, forwarding comments from Ms. Kristie Kobler, reflects that your insurance company still is contemplating whether to modify or delete the Exclusion in Section IV.A.21 of the policy, which leaves the matter unresolved.

In Ms. Philpott's correspondence to you delivered via email on July 20, 2017 and certified mail on July 21, 2017, StogMedia was given a 15-day window to resolve the outstanding issues and problems with your application and insurance coverage. Please be advised that the time is running out before Cox will consider this matter terminated.

Although I can't find a copy of any such email message from you (insurance re 'title'), I thought I saw where they said naming the title in the policy would be okay with them, can you see if they can/will satisfy this most recent and I hope final demand?

It has past being urgent and I'd appreciate you calling Kristie and seeing if this can be done ...today hopefu

From: augusta.kelley@amwins.com [mailto:augusta.kelley@amwins.com]
Sent: Tuesday, August 1, 2017 2:37 PM
To: mshaw@stogneragency.com
Subject: RE: FW: FW: RE: More than urgent

Hi Meleasia,

In that case, we can offer title coverage, as the owner of the grill, per below, has indemnified Stogmedia for any claims arising out of the content/matter/intellectual property/branding etc. the owner of the grill has granted to Stogmedia.

We will get that title endorsement issued for "Heart Attack Grill", effective inception.

I think that takes care of Cox's concerns. If not, please let me know and we will continue to work on this,

Thank you,

Augusta Kelley, MLIS

From: augusta.kelley@amwins.com [mailto:augusta.kelley@amwins.com]
Sent: Wednesday, August 2, 2017 7:13 AM
To: mshaw@stogneragency.com
Subject: RE: RE: FW: FW: RE: More than urgent

Good morning,

Please see the attached title endorsement.

Thank you,

Augusta Kelley, MLIS

Leased Access Response <LeasedAccessResponse@cox.com> Aug 2

to **Dr**, me

An email from your insurance broker to you indicating that they can offer title coverage will not suffice.

In a previous email this morning you stated...*"We are trying to meet all the demands of Cox and I'm comfortable they can fix this most recent one."* Note that there are two outstanding issues. Please refer back to the email sent this morning.

Charlie Stogner
<stogtv@gmail.com>

Aug 2

to Meleasia

what is the 2nd issue?

As Cox has explained in multiple correspondence with you, the documentation you have provided regarding the insurance required under the Agreement that you executed, as well as your correspondence and the correspondence from Jon Basso regarding his role in the production, control and ownership of the programming proposed to be retransmitted over Cox's Las Vegas cable system, raise important insurance coverage issues that you unfortunately continue to gloss over either willfully or perhaps due to confusion. Contrary to Jon Basso's statements to Cox, you vigorously assert in your email to Cox dated July 27, 2017, that Jon Basso and other unnamed individuals who may play a role in creating and producing the content for the programming proposed to be retransmitted over Cox's Las Vegas cable system are in fact your agents under your control and direction for purposes of your Agreement with Cox.

As explained in more detail in Cox's correspondence to you dated July 26, 2017, the information StogMedia has provided to date concerning its insurance coverage, including Section II.L.6 and Endorsement 8 of your Axis policy, does not reflect insurance coverage for StogMedia's agents and independent contractors.

As previously noted in Cox's July 26 correspondence to you, Section IV.A.21 of the Axis policy excludes from coverage "infringements or other Claims arising from the title of any Scheduled Production(s) until a satisfactory title report is submitted and approved by the Company and specifically endorsed hereon." Your correspondence to Cox dated Friday, July 28, 2017, forwarding comments from Ms. Kristie Kobler, reflects that your insurance company still is contemplating whether to modify or delete the Exclusion in Section IV.A.21 of the policy, which leaves the matter unresolved.

In Ms. Philpott's correspondence to you delivered via email on July 20, 2017 and certified mail on July 21, 2017, StogMedia was given a 15-day window to resolve the outstanding

issues and problems with your application and insurance coverage. Please be advised that the time is running out before Cox will consider this matter terminated.

Augusta Kelley
<Augusta.Kelley@amwins.com> Aug 3

to **Meleasia**, me

Good afternoon,

Please see the below from the Carrier, I hope this clears this up.

Cox is not reading the policy and endorsements correctly and they are off base on what Endorsement #8 provides.

- Exclusion A. 21 excludes coverage for any claims arising out of the use of any title used in the Scheduled Production.
- Endorsement #8, amends Exclusion A.21 and provides title coverage for “Heart Attack Grill”.
- “Scheduled Production(s)” Endorsement #6 reads as follows: Producers of commercials, industrial and educational films, audio Or audio-visual presentations for corporate, industrial or educational clients (see endorsement FE-41) and community programming for cable television produced by the “Named Insured” during the policy period.
- If “Heart Attack Grill” falls under this definition, then it is covered by the policy. If a claims comes in regarding the use of that title, endorsement #8 provides the coverage to defend that claim. Two separate issues.
- Exclusions, A.21 excludes title coverage from policy.
- End’t 8 is providing title coverage for the title “Heart Attach Grill”.

This is providing the title coverage for “Heart Attack Grill” as Cox required. We fulfilled their issue with this endorsement. What they wrote has nothing to do with title coverage. Endorsement #8 is correct, their language is not. There will be no changes to the language contained on this endorsement.

Augusta Kelley, MLIS

Charlie Stogner
<stogtv@gmail.com> Aug 9

to Augusta

I had a phone conversation today with key officers in Cox re our problems and the following is what they wrote following our call. Please let me know if the following can in any way be resolved.

Mr. Stogner per your request here's is a bullet point summary of the insurance issues stated below. When these issues are addressed and resolved we will be able to move forward and execute the agreement.

1. **Endorsement No.8 be revised to change the title from "Heart Attack Grill" to "The Heart Attack Grill Diet".**
 - a. On June 3rd you indicated the title of the program to be carried on Cox's Las Vegas system is "The Heart Attack Grill Diet"
 - b. On June 28th you signed the agreement which lists the title of the program as "The Heart Attack Grill Diet"
 - c. StogMedia then will be required under its Agreement with Cox to submit any variation of that title or a different title for the Scheduled Productions to the insurance company for endorsement to the policy
2. **Mr. Basso and his production company Named Insured under the Stog Media policy for purposes of any programming that will be produced and retransmitted on Cox's Las Vegas cable system pursuant to the Agreement**
 - a. StogMedia has claimed that Jon Basso is StogMedia's agent for purposes of the programming
 - b. Mr. Basso and his production company, Bad Diet Productions, claims that StogMedia is his agent and his company will be doing the production of the programming
 - c. If, as claimed by StogMedia, Mr. Basso and his production company is in fact an agent or independent contractor under the direction of StogMedia in the production of "The Heart Attack Grill Diet" (or any variation thereof), then Section II.L.6. of StogMedia's policy only covers such agents or independent contractors if "the Named Insured [i.e., StogMedia] . . . agrees to provide the insurance afforded by this policy as respects such services or Matter."

I don't understand what it is they want in item 2. Since they are so adamant about this, do you have any idea of what can be done to appease them?

As far as StogMedia 'claiming' it just ain't the facts. We explained not claimed.

Augusta Kelley
<Augusta.Kelley@amwins.com> Aug 9

to Meleasia, me

Thank you,

I am sending this to the UW along with your responses.

Augusta Kelley, MLIS

Charlie Stogner <stogtv@gmail.com> Aug 11

to Meleasia

Based on their most recent endorsement, Cox response, et al is the following something we have to do or did the insurer's endorsement handle it?

As far as Mr. Basso and his production company. He would have to update the submitted application as it pertains to As his production company and their producing of this production. He can answer next to Mr. Stogner's answer, just have him initial and date. Make sure Mr. Basso answers all the questions and especially the claims questions. He will also need to co-sign the application. Again, any changes made to app will need to be initialed and dated by Mr. Basso. Once I have that and have approved, we can add Mr. Basso's production company as an additional Named Insured.

I would think that by Basso being an affiliate, in a sense a StogMedia employee, he would not personally need to be 'Named Insured'. If this is the case then it would appear any and all who work for StogMedia would have to be the same.

The confusion here is based on Cox' interpretation of an email Basso sent them where he said he produced the show. If we do a simple news program, someone working for StogMedia 'produces' it. If we cover a sporting event, someone working for us 'produces' it.

What's happened is Cox is holding us hostage until we meet their demands in the insurance. There never has been a claim to my knowledge under Media Perils since leased access came into being in 1984. Our programming is such that this should never occur.

Maybe this will help the insurer satisfy Cox.

Thanks for your effort and the wonderful cooperation from the insurer.

Charlie Stogner
<stogtv@gmail.com> Aug 30

to Meleasia

Can you check with your contacts and see if Jon Basso grants me the rights to the show, if this

then does not make it mine to air and at risk for any liability from airing it.
There is no liability I know of or ever has been in the 33 year history of leased access.

Meleasia Shaw <mshaw@stogneragency.com> Aug 30

to me

Ok, that's all good and I agree.....BUT you have to convince COX that they have no legal liability. Axis is only doing what they are doing to satisfy Cox. They also say Jon Basso/Bad Diet Productions have no legal liability...you have to convince Cox of that.

Charlie Stogner
<stogtv@gmail.com>

Aug 28

to Meleasia

Perhaps the following may help you get our carrier to do whatever it takes to satisfy Cox.

Apparently this all came about partly due to our carrier expressing concern over liability of product being sold. I wrote Dr. Jon, "Do you sell the diet?. His response: "No, its a joke. We are promoting the restaurant."

*Apparently Cox' concern over having him named as 'additional insured' is based on their comments in their most recent email where they write: In your "Affidavit" dated June 29, you stated, on behalf of StogMedia, that Mr. Basso is StogMedia's agent for purposes of, among other things, the programming to be retransmitted over Cox's cable system pursuant to the Agreement. In your correspondence to Cox dated August 9, you objected to Cox's characterization of Mr. Basso as an "agent" of StogMedia and you quote a portion of your June 29 "Affidavit" to demonstrate that the word "Agent" is not used. Your "Affidavit" clearly states "[t]his instrument is to affirm that **John Basso or his assign** is duly authorized to act on behalf of StogMedia in any dealings with Cox at Las Vegas, NV" Black's Law Dictionary defines the term "agent" as a "person authorized by another to act for him." Webster's Dictionary similarly defines "agent" as "one who acts for or in the place of another by authority from him." Thus, when you authorized Mr. Basso to act on StogMedia's behalf, as you did with Mr. Basso or his assign in your June 29 Affidavit, you indisputably designated him as StogMedia's agent.*

Here's a copy of the affidavit I provide informing the cable of my affiliate's authority to perform on our behalf at the local site.

Affidavit:

**Official notification of
Jon Basso**

Authorization to act on behalf of StogMedia

This instrument is to affirm that Jon Basso is duly authorized to act on behalf of StogMedia in any dealings with the cable operator and to perform any and all duties involved in producing local coverage of news, events and other content aired by StogMedia on the local cable channels.

This includes, but is not limited to: Expanding coverage to any 'interconnected' (cable name), executing and prepaying airtime schedules; negotiating and executing matters related to the physical delivery of programming to be on the local channels designated by (Cox Communications) for 'leased access' content whether this be via physical means within the confines of the 'headend' or via some remote, direct, feed arrangement.

This authority is to run concurrent with any 'channel lease agreement' in effect between StogMedia and Cox,

StogMedia is a video production/distribution firm specializing in using 'leased access' airtime

on selected cable systems.

ATTESTED: _

_____, *date,*

Charles H. 'Charlie' Stogner, Proprietor, StogMedia

Dr. Jon became antsy when Cox seemed to be taking so long in granting us carriage he wrote them: "Charlie, all I ever wrote to Cox was to ask them when we would air and what the holdup was as I had long ago paid the money and uploaded the content. They responded that it was an inadequate insurance policy."

Of course the real reason all this came about was Cox stating our ACORD wasn't in the proper form (check our email July 6 where you attached copy of policy) and then me, in an effort to appease Cos provided them copy of the policy.

Charlie Stogner <stogtv@gmail.com> Sep 15

to Meleasia

Let's see if I'm clear on what we have.

Kristie says Basso's show is 'un-insurable' under our policy. If this is the decision, it's fine with me. While I can understand why a cable operator can require StogMedia to add them as 'additional insured' (understand the reasoning FCC uses to permit this) I could not understand how the cable operator could require me to have my supplier listed as 'additional insured' in our policy.

I'll fight this battle with Cox and feel comfortable that if they don't yield and still refuse to grant us carriage the law requires them to, I'll simply have to reimburse Basso his affiliate fee and hope he can realize I'm the victim of Cox in their improper, no..illegal..behavior.

Thank you for all the special effort you put into this. If you've been reading the material I've tried to share with Kristi, you should now be well versed in what the law and FCC permits.

What I need to know is, are we okay with our policy. Remember this started because Cox noticed the 'Media Perils' entry in the wrong window on the ACORD form. Once corrected they asked more about the actual policy and when they were provided a copy determined there was something amiss with the policy. If my memory serves me correctly, they were right and there were some changes made to the policy, (Can you confirm this for me please). After that the back and forth attempts to appease them on making Basso 'additional insured' took place, ending in Kristie saying he was un-insurable under the policy. Again are we assured our policy 'as is' is now okay?

Thanks again for all your help.

Meleasia Shaw <mshaw@stogneragency.com> Sep 15

to me

Here is a copy of all the endorsements done by Axis as requested by Cox.

Thank you,

Meleasia Shaw

7 Attachments