



Media Professional Indemnity Insurance Proposal Form

1. All questions must be answered giving full and complete answers.
2. Please ensure that this Proposal Form is Signed and Dated.
3. All fee or turnover declarations to be in Australian Dollars.

London Australia Underwriting Pty Ltd

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IMPORTANT NOTICES

“**Proposer**” means the practice, partnership, company (or principal if a sole practitioner) including all partners proposing for this insurance, and any subsidiaries and previous firms (and partners) requiring coverage.

Pursuant to the provisions of the *Insurance Contracts Act 1984*, Underwriters are required to notify you of the following relevant information.

Your Duty of Disclosure

In accordance with the provisions of the *Insurance Contracts Act 1984*, you have a duty to disclose to the Underwriter every matter that you know, or could reasonably be expected to know, that is relevant to the Underwriter’s decision whether to accept the risk of the insurance and, if so, on what terms, throughout the duration of this Policy.

This duty does not require disclosure of matters that diminish the risk to be undertaken by the Underwriter, that are common knowledge, or that the Underwriter knows or, in the ordinary course of its business, should know, or as to which compliance with your duty is waived by the Underwriter.

It should be noted that this duty continues until the Policy is entered into with Underwriters, and extends to any renewal, reinstatement, variation or extension to the Policy.

Non-Disclosure

Underwriters may be entitled to either reduce their liability under the contract in respect of a Claim, cancel the contract or avoid the contract from its beginning in accordance with the provisions of the *Insurance Contract Act 1984* if you fail to comply with your duty of disclosure, or if any non-disclosure is fraudulent.

Claims Made

This is a “claims made” policy of insurance, which means that it only covers claims made against an insured and notified to Underwriters during the period of insurance. By operation of Section 40 (3) of the *Insurance Contracts Act 1984*, where the insured gives notice in writing to the Underwriters of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of any claim arising from those facts, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.

Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

Average Provision

One of the insuring provisions of the proposed policy provides that where the amount required to dispose of a claim exceeds the limit of indemnity, the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the limit of indemnity bears to the total amount required to dispose of the claim.

Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover additional liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

Utmost Good Faith

In accordance with Section 13 of the *Insurance Contracts Act 1984*, the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer/insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

The above notes are not exhaustive and in no way should be read in isolation of the full policy terms, conditions, limitations and exclusions.

Privacy Notice

In order for Underwriters to provide you with insurance products and the processing of Claims, it is necessary to obtain personal information from you. Underwriters are bound by the provisions of the *National Privacy Principles* as set out in the *Privacy Act (Cwlth) 1988*.

You may elect not to provide Underwriters with this information; however, this may prevent Underwriters from providing you with the products or services sought.

Underwriters may disclose this information to other insurers, re-insurers, an insurance reference service, or other advisers used by Underwriters such as loss adjusters, lawyers or others who may be engaged to assist in Claims handling. These third parties will all be contractually required to adhere to Underwriters privacy obligations.

Should you require access to your personal information, Underwriters may be contacted on (02) 8912 6400

SECTION 1 YOUR DETAILS

(a)	Name of the Proposer (including any subsidiaries and previous firms requiring coverage):-	
(b)	Date Established:-	
(c)	Main Operating Address:-	
(d)	Other Operating Addresses where income generated is greater than 20% of the Proposer's overall income in the last full financial year:-	
(e)	Any Operating Addresses outside of Australia (not already mentioned in (c) or (d) above):-	
(f)	Website Address:- <i>(It is understood and agreed that material in the Proposer's website is not deemed to form part of this proposal form apart from any information attached in hard copy form to the proposal form)</i>	
(g)	During the last ten years, has the Proposer changed its name, been part of an amalgamation or merger, de-merger or in any way had any material change to its activities?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details:</i>
(h)	Does the Proposer anticipate any material changes to its activities in the forthcoming twelve months?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details:</i>

SECTION 2 ACTIVITIES

(a)	Full description of the Proposer's activities (including any activities undertaken in the last three years not currently undertaken and any new activities planned for the next twelve months):	
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SECTION 3 STAFF DETAILS

(a)	Total number of current:-	
(i)	Principals & Directors:-	
(ii)	All relevantly qualified staff (not already accounted for in 3(a)(i) above):-	
(iii)	Trainees:-	
(iv)	Employees (not already accounted for in 3(a)(i) to 3(a)(iii) above):-	
(v)	Total Staff:-	
(b)	Is the Proposer a current member of any professional Association or Institute?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details:</i>
(i)	Name of Association or Institute:-	

SECTION 4 DETAILS OF PRINCIPALS, PARTNERS AND DIRECTORS

Please provide details of all current Principals and Directors of the Proposer :-					
(a)	Name	Age	Quals	Date Qualified	Date Joined
(b)	Does the Proposer have a compliance officer or risk manager?		<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details.</i> Name:- Date Joined:- Qualifications:- <i>If NO, who is responsible for the internal risk management of the Proposer's business?</i> Name:- Date Joined:- Qualifications:-		
(c)	Is the Proposer or any Principal or Director of the Proposer's business connected or associated (financially or otherwise) with any other Organisation?		<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details.</i>		
(i)	Name of Organisation(s):-				
(ii)	Nature of association or relationship:-				
(iii)	Proposer's income earned in the last twelve months derived from such Organisation(s):-				
(iv)	Details of work undertaken for such Organisation(s) in the last twelve months:-				

(d)	<p>Has any Principal or Director of the Proposer's business been made personally bankrupt, or been personally associated with any business which has been placed into receivership, liquidation, or been wound up at the behest of its creditors?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details:</i></p>
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SECTION 5 FEES, TURNOVER, SERVICE

(a) Percentage of annual gross income earned for each of the years below split by each professional service carried out by the **Proposer**:-

Service provided:	Last 12 Months (%)	Next 12 Months (%) Estimated
(i) Advertising for television		
(ii) Advertising – all other		
(iii) Broadcasting for television		
(iv) Broadcasting – all other		
(v) Corporate identity / branding		
(vi) Direct marketing or mail shots		
(vii) Editorial		
(viii) Event or conference organisation		
(ix) Graphic design		
(x) Journalism		
(xi) Marketing		
(xii) Market research		
(xiii) Media space sales - television		
(xiv) Media space sales - other		
(xv) Photography		
(xvi) Product design		
(xvii) Printing		
(xviii) Public relations		
(xix) Sales promotion		
(xx) Publishing		
(xxi) Telemarketing / call centres		

(xxii) Writing		
(xxiii) Other		
Total Income Earned	\$	\$

(b) Please state the **Proposer's** Annual Gross Income for clients domiciled in each region below:-

	Last 12 Months	Next 12 Months (Estimated)
(i) Australia	\$	\$
(ii) USA/Canada	\$	\$
(iii) Elsewhere (list below)	\$	\$
Location:	\$	\$
Location:	\$	\$
<u>TOTAL FEES EARNED:</u>	\$	\$

(c) Please provide a percentage breakdown of the fee income disclosed in 9(b) by State or Territory:

NSW	%	VIC	%	QLD	%	SA	%	NT	%
WA	%	ACT	%	TAS	%	O'SEAS	%	TOTAL	%

(All in AUD Unless Otherwise Stated)

(d) *Has the **Proposer** in any of the last six years (or does it intend to in the next twelve months) undertaken any projects where the contract is subject to USA or Canadian Jurisdiction?

No Yes. *If YES, please provide full details:*

Client Name	Jurisdiction e.g. State	Start Date	End Date	Proposer's Role	Proposer's Income	Total Contract Value

SECTION 6 PROFILE & RISK MANAGEMENT

	Has any client represented more than 30% of the Proposer's income in any of their last three financial years or the current financial year?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide details:</i>	
(a)	Client Name	Territory	Date	Details of Work Undertaken	Income Earned \$
(b)	Do you always obtain final client sign off before going to print?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If NO, please advise why not:</i>	
(c)	Are satisfactory written references always obtained when engaging employees?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If NO, please advise why not:</i>	
(d)	Are all non-qualified and newly qualified staff kept under adequate supervision by a principal, director, partner or senior professionally qualified employee?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If No, please provide reasons why not:</i>	

SECTION 7 SUB CONTRACTING

(a)	Does the Proposer (or has it in any of the last six years or plan to in the next twelve months) engage sub-consultants, or undertake any contracts where they become contractually responsible for the services of any sub-consultant?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If Yes, please answer (b) below:</i>
(b)	Is there a clearly defined procedure in place to ensure that any such sub-consultant is:-	
(ii)	Professionally competent to undertake the work in question?	<input type="checkbox"/> No <input type="checkbox"/> Yes.
(iii)	Adequately insured to cover any liability that is likely to arise in respect of the work in question?	<input type="checkbox"/> No <input type="checkbox"/> Yes.

SECTION 8 SUB-CONSULTANTS

(a)	Has the Proposer a clearly defined client vetting procedure in place to ensure that all new clients are financially stable with a satisfactory credit rating?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If NO, please advise what steps the Proposer takes to vet potential new clients:-</i>
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(b)	Are all cheques or money orders paid by the Proposer in excess of \$5,000 subject to at least two authorised signatures?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If NO, please provide reasons why not including details of sole signature limit and authorised sole signatories:-</i>
(c)	Is there a clearly defined control mechanism in place to ensure that all monies (including money transfers) paid to the Proposer are recorded, banked and reconciled independently within at most seven days of receipt?	<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If NO, please provide reasons why not:-</i>

SECTION 9 CURRENT PROFESSIONAL INDEMNITY POLICY

(a)	Please provide details of the Proposer's current Professional Indemnity Insurance policy:-					
	Please provide details of any of the above					
	Insurer	Expiry Date	Limit	Excess	Retro-Active Date (if any)	Premium
(b)	Has the Proposer ever been refused similar insurance, or had any policy cancelled or voided at any time?			<input type="checkbox"/> No <input type="checkbox"/> Yes. <i>If YES, please provide full details:-</i>		
	Professional Indemnity Insurance is underwritten on a 'claims made' basis and the Underwriters will exclude any claim and/or circumstance which may give rise to a claim, which is known by the Proposer (s) prior to the inception date of the policy. Please provide answers to the following questions after making full enquiry of all principals, partners, directors and employees.					

SECTION 10 LIABILITY

(a)	Have any civil liability claims ever been made against the Proposer or against any Director, Partner or employee of the Proposer , whether successful or otherwise?	<input type="checkbox"/> No <input type="checkbox"/> Yes.
(a)	Have any complaints or investigations ever been made or undertaken against the Proposer or against any Director, Partner or employee of the Proposer ?	<input type="checkbox"/> No <input type="checkbox"/> Yes.
(b)	Has the Proposer or any Director, Partner or employee of the Proposer ever had a document relating to the Proposer's activities unintentionally destroyed, damaged, lost or mislaid?	<input type="checkbox"/> No <input type="checkbox"/> Yes.
(c)	After full enquiry is the Proposer or any Director, Partner or employee of the Proposer aware of any circumstances relating to the questions 11(a) to 11(d) above which may give rise to a potential claim or request for indemnity under the professional indemnity policy?	<input type="checkbox"/> No <input type="checkbox"/> Yes.

