

PROPOSAL FORM

MEDIA PROFESSIONAL INDEMNITY INSURANCE



Proposal Form

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

LAUW
LONDON AUSTRALIA UNDERWRITING



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

Before you enter into an insurance contract, you have a duty to tell Underwriters anything that you know, or could reasonably be expected to know, may affect Underwriters decision to insure you and on what terms.

You have this duty until Underwriters agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell Underwriters anything that:

- reduces the risk Underwriters insure you for; or
- is common knowledge; or
- Underwriters know or should know as an insurer; or
- Underwriters waive your duty to tell Underwriters about.

If You Do Not Tell Underwriters Something

If you do not tell Underwriters anything you are required to, Underwriters may cancel your contract or reduce the amount Underwriters will pay you if you make a claim, or both.

If your failure to tell Underwriters is fraudulent, Underwriters may refuse to pay a claim and treat the contract as if it never existed.

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

LAUW and Underwriters are committed to compliance with the provisions of the Australian Privacy Principles and the Privacy Act 1988 (Commonwealth). In order for Underwriters to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent Underwriters from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so. LAUW and

Underwriters may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by Underwriters or LAUW on behalf of Underwriters such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to Underwriters' privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. You can obtain a copy of our privacy policy [here](#).

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 (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):

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?

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

H. Does the **Proposer** anticipate any material changes to its activities in the forthcoming twelve months?

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

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):

SECTION 3: STAFF DETAILS

- A.** Total number of current:

Principals & Directors:-

All relevantly qualified staff (not already accounted for in 3(a)(i) above):-

Trainees:-

Employees (not already accounted for in 3(a)(i) to 3(a)(iii) above):-

Total Staff:-

- B.** Is the **Proposer** a current member of any professional Association or Institute?

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

Name of Association or Institute:

SECTION 4: DETAILS OF PRINCIPALS, PARTNERS AND DIRECTORS

- A.** Please provide details of all current Principals and Directors of the **Proposer**:

Name	Age	Quals	Date Qualified	Date Joined

- B.** Does the **Proposer** have a compliance officer or risk manager?

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

Name:

Date Joined:

Qualifications:

If **NO**, who is responsible for the internal risk management of the **Proposer's** business?

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?

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

Name of Organisation(s):

Nature of association or relationship:

Proposer's income earned in the last twelve months derived from such Organisation(s):

Details of work undertaken for such Organisation(s) in the last twelve months:

D. 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?

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

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:		
TOTAL FEES EARNED:		

If applicable, please confirm what percentage of the Annual Gross Income is derived from professional fee for service? %

C. Please provide a percentage breakdown of the fee income disclosed in 5(B) by State or Territory:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas	TOTAL
%	%	%	%	%	%	%	%	%	%

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?

☐ **Yes** ☐ **No** 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

A. 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?

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

Client Name	Territory	Date	Details of Work Undertaken	Income Earned \$

B. Do you always obtain final client sign off before going to print?

☐ **Yes** ☐ **No** If **NO**, please advise why not:

C. Are satisfactory written references always obtained when engaging employees?

☐ **Yes** ☐ **No** If **NO**, please advise why not:

D. Are all non-qualified and newly qualified staff kept under adequate supervision by a principal, director, partner or senior professionally qualified employee?

☐ **Yes** ☐ **No** If **No**, please provide reasons why not:

E. 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?

☐ **Yes** ☐ **No** If **NO**, please advise what steps the **Proposer** takes to vet potential new clients:

F. Are all cheques or money orders paid by the **Proposer** in excess of \$5,000 subject to at least two authorised signatures?

☐ **Yes** ☐ **No** If **NO**, please provide reasons why not including details of sole signature limit and authorised sole signatories:

G. 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?

☐ **Yes** ☐ **No** If **NO**, please provide reasons why not:

SECTION 7: SUB-CONSULTANTS

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?

☐ **Yes** ☐ **No** If **Yes**, please answer (B) below:

B. Is there a clearly defined procedure in place to ensure that any such sub-consultant is:

Professionally competent to undertake the work in question?

☐ **Yes** ☐ **No**

Adequately insured to cover any liability that is likely to arise in respect of the work in question?

☐ **Yes** ☐ **No**

SECTION 8: 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?

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

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 9: 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?

☐ **Yes** ☐ **No**

B. Have any complaints or investigations ever been made or undertaken against the **Proposer** or against any Director, Partner or employee of the **Proposer**?

☐ **Yes** ☐ **No**

C. 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?

☐ **Yes** ☐ **No**

D. After full enquiry is the **Proposer** or any Director, Partner or employee of the **Proposer** aware of any circumstances relating to the questions 9(A) to 9(C) above which may give rise to a potential claim or request for indemnity under the professional indemnity policy?

☐ **Yes** ☐ **No**

If **YES**, to any of the above please provide details;

Detail Of Claim Circumstances	Incident Date	Amount Claimed \$	Insurer Reserve Paid* \$	Excess \$	Closed (Y/N) **

* Includes damages (or amount paid in settlement of a claim for damages), claimant's costs, costs paid to any other party, and defence/investigation costs.

**Please advise whether the Underwriters closed their file in each case.

SECTION 10: DECLARATION

I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the **Proposer**. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the Underwriters' view of the risk, or affect their assessment of the exposures they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.

I/We acknowledge that we have read and understood the content of the Important Notice contained in this proposal.

Signed:

Name in capital letters (printed):

Date:

Position:

For and/on behalf of the **Proposer**:

Continuation.....