



Professional Indemnity Insurance Media Proposal form



IMPORTANT NOTICES TO THE APPLICANT

COMPLETING THIS PROPOSAL FORM

This proposal forms the basis of any insurance contract entered. Please complete it fully and carefully, remembering to sign the declaration. If you have insufficient space to complete any of your answers, please attach a signed and dated addendum. Any documents attached to the proposal will form part of the proposal. If you have any doubt over the questions or completing this proposal, please contact your insurance agent, as any non-disclosure may affect your right of recovery under this policy.

CLAIMS MADE COVER

This policy is issued by Delta Insurance Australia Pty Ltd ('Delta', 'we', 'our' or 'us') on a claims made and notified basis. Accordingly, this Policy will only apply to claims first made during the Policy Period or Extended Reporting Period, if applicable, and notified to Delta in writing during the Policy Period or Extended Reporting Period, if applicable. This Policy may not provide cover for any claims or Events made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. It provides that where the insured becomes aware of any facts that might give rise to a claim against the insured, provided that the insured notifies the insurer in writing of those facts as soon as reasonably practicable after the insured becomes aware of those facts before the Policy Period expires, the insurer is not relieved of liability under the contract in respect of a claim which arises out of those facts, merely because when the claim is made, it is made after the Policy Period has expired.

INSURED'S DUTY OF DISCLOSURE

Section 21 of the Insurance Contracts Act 1984 (Cth) provides that before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure to you. You have the same duty to disclose before you renew, extend, vary or reinstate an insurance contract.

However, you do not need to tell the insurer anything that:

- reduces the risk the insurer insures you for; or
- is common knowledge; or
- the insurer knows or should know as an insurer; or
- the insurer waives your duty to tell the insurer about.

IF YOU DO NOT TELL THE INSURER SOMETHING

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

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

UNUSUAL TERMS

Please note General Condition 6.11 which prevents the insurer from providing cover, benefits or paying claims where that would expose the insurer to sanctions, prohibitions or restrictions.

PRIVACY

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

Any Personal Information we collect about you will only be used for the purposes indicated in our Privacy Policy and only in the instance you have provided us with your consent or as otherwise required by law.

Delta Insurance Australia will need to collect personal information from you or your insurance agent to assist with assessing your risk in order to provide the insurance that you are applying for.

USE OF YOUR INFORMATION

The information collected will be used for the purpose in assisting us with underwriting and administering your insurance cover on behalf of the Insurers we represent. Where reasonable and practicable to do so, we will collect your Personal Information only from you. To verify your identity, we may obtain or verify your Personal Information from a third party.

Information collected can also be used towards improving Delta Insurance Australia's customer service, product data research analysis and to advise you of any other products and services that may be of interest to you.

SECURITY OF YOUR INFORMATION

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification, or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Whilst underwriting and reviewing your policy, we may share your information with your insurance agent, claims assessors, and to third party administrators providing related services to your insurance policy. Your information will be provided to the Insurer's we represent, and whose details we will provide to you when issuing an insurance quotation.

By providing Delta Insurance Australia with your Personal Information, you are consenting to the collection, use, disclosing and or processing of your personal data for the purposes as described above.

FURTHER INFORMATION

We understand that you may not want to share with us the information which is requested to review your insurance policy, and this may affect our ability in providing and assessing an insurance policy.

For more information regarding how we collect, store, use and disclose your information, please read our privacy policy located at www.deltainsurance.com.au or alternatively you can contact us at contactus@deltainsurance.com.au.

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL 535427

APPLICANT DETAILS

1. Name of Applicant (including Subsidiaries to be insured):

2. ABN:

3. Principal Address:

4. Year Established:

5. Website Address:

6. During the past five years have any of the entities changed their names, or has there been any other business purchased e.g., merger or consolidation taken place?

Yes No

If yes, please provide details:

7. Does the applicant have an Australian Financial Services Licence?

Yes No

FINANCIAL INFORMATION

8. Please provide the following fee income split:

Country	Last Financial Year AUD (actual)	Current Financial Year AUD (projected)
Australia	\$	\$
New Zealand	\$	\$
Asia	\$	\$
UK & Europe	\$	\$
USA & Canada	\$	\$
Rest of the World	\$	\$

9. Does any single customer account for more than 25% of the Applicant's annual turnover?

Yes No

BUSINESS DETAILS

10. Please outline the nature of the Applicant's business including a full description of activities and in particular those activities where the applicant provides professional advice or opinion which may be relied upon by a third party:

11. Please provide the percentage of business activities derived from:

Activity	%	Activity	%
Advertising (non- commercial)		Non-Commercial Radio Broadcasters (please complete addendum below)	
Advertising Commercial		Telemarketing / Call Centres	
Copywriters		Editorial	
Corporate identity / branding		Journalist	
Direct Mail Marketing		Publishing excluding tabloid newspapers, celebrity gossip magazines and adult content (please complete below addendum)	
Event organising (non-sport related)		Video Production	
Market Research		Graphic Design	
Marketing		TV Broadcasters	
Media Sales/Buying - non-TV		Photography	
Media Sales/Buying - TV		Public Relations	
Printing		Other:	
Total must equate to 100% of activities		Total must equate to 100% of activities	

12. Does any principal, partner or director of the Insured detailed in answer question 1 of the proposal have any connection or association (financially or otherwise) with any other business practice? Yes No
13. Does any single client represent more than 25% of total activities? Yes No
14. Does the applicant anticipate any substantial changes in business activities in the next 12 months? Yes No

If yes to any questions 12 to 14 please provide details below:

STAFF INFORMATION

15. Please provide number of staff in each applicable category:

Category	No. of Staff
Principals, Partners & Directors	
Qualified Staff (excl principal, partners & directors)	
Administrative & Clerical	
Other (please specify):	

16. Please provide the following details in respect of all principals, partners, and directors:

Name	Professional Qualifications	Years as principal, partner or director of the business

CUSTOMER CONTRACT ARRANGEMENTS

- 17. Does the Applicant use a standard contractual agreement for the supply of your professional services? Yes No
- 18. Does the applicant enter into contractual agreements that involve the following:
 - (a) Waiver of rights of recovery or hold harmless Yes No
 - (b) Contract out of proportionate liability legislation Yes No
- 19. Does the Applicant use standard contracts for the engagement of independent consultants or contractors? Yes No
- 20. Are non-standard contracts reviewed by legal counsel? Yes No
- 21. Are consultants & contractors required to cover their own professional indemnity insurance? Yes No
- 22. What percentage of fee income is paid to consultants or contractors? %
- 23. Please provide a brief description of the three highest value contracts currently held:

Name of Client	Brief Description	Contract Value (AUD)
		\$
		\$
		\$

RISK MANAGEMENT INFORMATION

- 24. Does the applicant have a formal documented risk management program? Yes No
 If yes, is this made available / communicated to all employees: Yes No
- 25. Are verbal reports confirmed in writing? Yes No
- 26. Does the applicant have formal procedures in place for the identification and reporting of incidents or circumstances which may give rise a professional indemnity claim? Yes No
- 27. If collecting any personal data, does the applicant always ask for permission to use this data and explain the purpose on how this data will be used? Yes No
- 28. Does the applicant have procedures in place where customers can withdrawal, opt out and be removed from marketing lists and mailouts? Yes No

INTELLECTUAL PROPERTY / CONTENT MANAGEMENT

- 29. Does the applicant have the following compliance procedures in place in relation to:
 - (a) Customers to review and sign off on any content/material created prior to being disseminated or published? Yes No
 - (b) Legal review in respect to the ownership or licensing of any copyrighted content? Yes No
 - (c) Internal processes in place to ensure the necessary licenses are in place before publishing or using any content? Yes No

GENERAL LIABILITY

Please complete this section if GL cover is required

ACTIVITIES

- 30. Do you undertake any manual work? Yes No
- 31. Is work performed away from your premises? Yes No
 If yes, please provide:

	Actual work performed away from premises for the last 12 months	Estimated work performed away from premises for the next 12 months
a) Percentage of turnover		
b) Type of work		

CARE, CUSTODY OR CONTROL

32. Do you have any property of others in your physical or legal control? Yes No

If yes, please provide:

Description of Property	Location	Max Value per Location
		\$
		\$
		\$

PRODUCT MANUFACTURING, DISTRIBUTION OR SALE

33. Please provide details of all Products you manufacture, sell, supply, handle, treat or distribute:

(Please include origin or destination for imports and exports)

Product Details	Annual Turnover
	\$
	\$
	\$

STAMP DUTY

34. Please provide the approximate percentage of revenue / turnover applicable to each state or territory:

NSW	VIC	QLD	SA	NT	WA	ACT	TAS	O/S	Total

35. If operations are undertaken in NSW, is the Applicant eligible for Stamp Duty Exemption? Yes No

If yes, please supply a copy of the Stamp Duty Exemption

COVER REQUIRED

36. Professional Indemnity limit:

Limit of Indemnity	<input type="radio"/> \$1m	<input type="radio"/> \$2m	<input type="radio"/> \$5m	<input type="radio"/> \$10m	<input type="radio"/> Other (specify): \$
Retention	<input type="radio"/> \$1,000	<input type="radio"/> \$2,500	<input type="radio"/> \$5,000	<input type="radio"/> \$10,000	<input type="radio"/> Other (specify): \$

37. General Liability Limit:

Limit of Indemnity	<input type="radio"/> \$10m	<input type="radio"/> \$20m	<input type="radio"/> Other (specify): \$
Retention	<input type="radio"/> \$500	<input type="radio"/> \$1,000	<input type="radio"/> Other (specify): \$

INSURANCE HISTORY

38. Has the Applicant ever had any insurance declined or cancelled, renewal refused, special conditions imposed, or a claim rejected? Yes No

If yes, please provide details:

39. Please provide details of the Applicant's current Professional insurance coverage:

Current insurer: Expiry Date:
 Limit of indemnity: \$ Retention: \$ Retroactive date:

CLAIMS HISTORY

40. Has a claim, proceeding or demand been made or brought against the Applicant or any of its directors, officer, or employees in the last five years (whether insured or not)? Yes No

41. Have the Applicant or any of its directors, officers or employees been the subject to any regulatory, administrative or governmental investigation in the last five years (whether insured or not)? Yes No

42. Have any crime losses been sustained by the Applicant in the last five years? Yes No

43. Is the Applicant, after enquiry, aware of any act, error, omission, event, circumstance, or incident which may give rise to a claim, proceeding or demand, or any regulatory, administrative or governmental investigation or crime loss? Yes No

If Yes, to any of the above, please provide details as well as a copy of your claim's history if applicable:

PUBLISHING (ADDENDUM)

Category	%	Category	%
Fiction		Educational, scientific, technical	
General / nonfiction		Publishing newspapers, magazines, books and other print media	
Financial Investment		Unauthorized biographies	
Authorised biographies		Childrens	
Political		Magazines	
Newspapers		Other Print Media:	
Health and medical			
Total must equate to 100% of activities		Total must equate to 100% of activities	

44. Please provide the following details of each publication issued in the last twelve 12 months:

Name of publication:

Subject matter:

Date first published:

BROADCASTING – RADIO STATIONS (ADDENDUM)

Name of Station	Please describe the content / programming of the station	Is the broadcasting live or recorded. If live, please provide how long the delays are ie 10 second delay, 1 minute delay

OPTIONAL EXTENSIONS: FIDELITY AND PARTNERS PREVIOUS BUSINESS

45. Do you require cover for:

- (a) Fidelity Yes No
- (b) Partners Previous Business Yes No

46. If cover is required for fidelity, please complete the following questions:

- (a) Does the applicant always obtain satisfactory references before hiring employees Yes No
- (b) Are more than one member of staff required to sign for the issuing of any cheques, handling of cash and electronic payments? Yes No
- (c) Are bank reconciliations conducted by someone who is not authorised to deposit or withdraw from the bank accounts? Yes No

47. If cover is required for Partners Previous Business please advise:

Names of Principal/ Partner / Director	Name of Previous Practice	Period Practicing as a Principal / Partner / Director
		\$
		\$
		\$

DECLARATION

I as the authorised undersigned partner, principal, or director, after full enquiry declare as follows:

- (a) I am authorised by all Applicants to make this proposal.
- (b) I have read and understood the duty of disclosure, located at the front of this proposal form.
- (c) I have read and understood this proposal and any accompanying documentation, and acknowledge the contents herein are true and accurate.
- (d) I understand that, up until a contract of insurance is entered into, I am under an ongoing obligation to immediately inform Delta Insurance Australia of any change in the facts or statements contained in this proposal form or in the accompanying documentation.
- (e) I understand that should information provided be misleading or fraudulent, the contract may be voided in its entirety as per the Insurance Contracts Act 1984.

I agree although the signing of this proposal does not bind the underwriter to effect insurance, I acknowledge that the particulars and statements contained in this proposal and in the accompanying documentations shall be the basis of the insurance contract should a policy be effected; and further, I acknowledge that the proposal and the accompanying documentation will be incorporated in such policy.

Full Name:

Position:

Signature:

Date: