

Multimedia Liability Insurance

Media Companies

IMPORTANT NOTICES

For your protection under legislation, we are required to inform you of your duty of disclosure and draw your attention to the following important information.

INTRODUCTION

The Insurance Contracts Act 1984 requires insurance companies to provide certain information to people intending to insure with them. The information concerns the duty of disclosure of an intending Insured and the effect of particular types of clauses in a proposed insurance policy. Where an Insurance Broker is involved in the transaction, the information is to be provided by the broker. The Insurance (Agents and Brokers) Act 1984 also requires us to inform you about some other matters where they are relevant to particular policies.

WHAT INFORMATION DOES AN INSURANCE COMPANY/BROKER HAVE TO GIVE YOU?

In general terms, the kind of information, which an insurance company/broker must give you, is as follows:

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer,
- that is of common knowledge,
- that your Insurer knows or, in the ordinary course of his business, ought to know,
- as to which compliance with your duty is waived by the Insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of voiding the contract from its beginning.

CLAIMS MADE INSURANCE

Your attention is drawn to the fact that if the Professional Indemnity section of this policy is selected, the cover will be placed on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of 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.

LIABILITY ASSUMED UNDER AGREEMENT

Cover provided by this form of liability insurance does not cover 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 (Cth), 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.

PRIVACY NOTICE

Please refer to our privacy policy for further details, it is available on our website, www.delphicinsurance.com.au.

Please note that your duty applies also when you seek to renew, extend, alter or reinstate a policy.

Alternatively, if you have any query about whether information needs to be disclosed, please contact our office.

INSURANCE FOR MEDIA COMPANIES

APPLICATION FORM

INTRODUCTION

The purpose of this application form is for us to find out who you are and to obtain information relevant to the cover provided by the policy. Completion of this application form does not oblige either party to enter into a contract of insurance. Insurance is a contract of utmost good faith. This means that the information you provide in this application form must be complete, accurate and not misleading. It also means that you must tell us about all facts and matters which may be relevant to our consideration of your application for insurance. Any failure by you in this regard may entitle us to treat this insurance as if it never existed. If a contract of insurance is agreed between you and us this application form will form the basis of the contract.

Important: Insuring Clauses 1- 4 of this policy provide cover on a claims made basis. Under these insuring clauses any claim must be first made against the insured and notified to us during the period of the policy to be covered. These insuring clauses do not cover any claim arising out of any actual or alleged wrongful act occurring before the retroactive date.

HOW TO COMPLETE THIS FORM

Whoever fills out the form must be a principal, partner or director of the applicant firm and should make all the necessary enquiries of their fellow partners, directors and employees to enable all the questions to be answered. Once you have completed the form please return it directly to your insurance broker.

If you require any extra space to complete the answers to questions contained within this application form please continue your response in the additional information section at the back of the form.

SECTION 1: COMPANY DETAILS

- 1.1 Please state the name and address of the principal company for whom this insurance is required. Cover is also provided for the subsidiaries of the principal company, but only if you include the data from all of these subsidiaries in your answers to all of the questions in this form:

Insured company:	
<hr/>	
Contact name:	
<hr/>	
Address:	
<hr/>	
<hr/>	
<hr/>	
Telephone:	Email address:
<hr/>	<hr/>
Fax:	Website:
<hr/>	<hr/>

- 1.2 Please state when your company was established:

DD / MM / YY

- 1.3 a) How many directors / officers / partners are there in the company?

- b) Please show the details of all partners / directors:

Name	Years in position	Years experience	Qualifications
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

c) Please state the number of employees:

1.4 Please state the following:

	Last complete financial year	Estimate for current financial year	Estimate for next financial year
Domestic revenue:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
USA revenue:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Other territory revenue:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Total revenue:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Gross profit:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Payroll:	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

Date of financial year end:

Currency:

1.5 For Stamp Duty purposes please provide a percentage breakdown of your estimated revenue by State or Territory:

<input style="width: 90%;" type="text"/>	%								
<input style="width: 90%;" type="text"/>	%								

SECTION 2: ACTIVITIES

2.1 Please briefly describe below the nature of your business activities:

If you have a brochure, or company literature, please attach to this form.

2.2 Please provide a full breakdown of your total revenue by activity:

The total of all activities listed here should equal 100%.

<input style="width: 98%;" type="text"/>	%

2.3 Do your activities include event or conference organising?

Yes No

If 'yes', please provide details of the type of events organised below:

2.4 Do your activities include filming on location in an area to which the public have access? Yes No

If 'yes', please provide details below:

2.5 Do your activities include rigging or set construction? Yes No

If 'yes', please provide details below:

2.6 Do any of your employees engage in manual work? Yes No

If 'yes', please state the percentage of your overall payroll that relates to manual work:

%

2.7 Do any of your employees work at a height in excess of 10 metres? Yes No

If 'yes', please provide more details below:

2.8 Please list all of your current public facing URLs:

URL	Nature of website	Estimated current monthly unique visitors	Estimated monthly unique visitors over the next 12 months
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

2.9 Do you seek explicit consent from all third parties before selling or sharing their personally identifiable data? Yes No

2.10 Do you have a privacy policy and terms of use on your website? Yes No

If 'yes', has it been legally reviewed? Yes No

If you have answered 'no' to either of the above questions, please explain below:

2.11 Do you have a specific policy for managing all “opt-in”/ “opt-out” marketing requests?

 Yes No

If ‘no’, then please explain:

2.12 Do your internal IT systems comply with all of our minimum security requirements detailed below?

 Yes No

- Anti-virus software must be installed on all desktops and servers (excluding database servers) and updated on at least a weekly basis;
- All external network gateways must be protected by a firewall;
- All critical data must be backed up on at least a weekly basis;
- All back-ups should be stored in a secure location offsite or in a fireproof safe; and
- The integrity of all back-ups should be verified on at least a monthly basis.

If ‘no’, then please explain:

2.13 In the event of a system interruption (including web downtime), what is your maximum estimated daily financial loss?

Note: This figure will set the maximum limit for your system business interruption cover.

2.14 Please detail which of the following data types you collect:

- | | | | | |
|---|--------------------------|-----|--------------------------|----|
| Credit or debit card details | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Social security numbers | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Credit history or ratings | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Medical records or health information | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Customer bank records or details | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Third party corporate confidential data | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

SECTION 3: CONTRACT INFORMATION

Only complete this section if you require Professional Indemnity cover.

3.1 Please give details of the 5 largest contracts you have carried out in the past 3 years:

Name of client	Business of client	Nature of your work undertaken for this contract	Your annual income from this contract	Start date	Completion date
				MM / YY	MM / YY
				MM / YY	MM / YY
				MM / YY	MM / YY
				MM / YY	MM / YY
				MM / YY	MM / YY

3.2 Approximately how many clients do you have?

3.3 Do you carry out work only under a written contract signed by every client? Yes No
Please supply a copy of your standard form of contract, or typical examples of contracts used.

If 'no', please explain in what circumstance and why:

3.4 Do you ever accept contracts with your customers in which you accept liability for consequential loss or financial damages greater than the value of the contract? Yes No

If 'yes', please explain what percentage of your contracts this is applicable to and what these are capped at:

3.5 What approximate percentage of your revenue, in your current financial year, will be paid to sub-contractors? %

3.6 Do you ensure that sub-contractors have their own Public liability and Professional Indemnity insurance? Yes No

If 'no', please explain how you limit your exposure?

3.7 Are all your contracts reviewed by an appropriately qualified legal advisor prior to signature? Yes No

If 'no', who signs off the contract?

3.8 Do you always obtain client sign off on your deliverables? Yes No

If 'no', please explain:

SECTION 4: PUBLISHING ACTIVITIES & RISK MANAGEMENT

4.1 Please list all of your current publications:

Name	Geographical distribution*	Date first published	Average circulation	Frequency of publication
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*e.g. regional, national or international

4.2 Do you engage in any investigative journalism or publish exposé content? Yes No

If 'yes', please provide details:

4.3 Do you have standard procedures and safeguards for:

a) ensuring accuracy and originality of content? Yes No

b) processing unsolicited ideas, photographs, articles, clippings etc.?
 Yes No

c) clearing titles of all publications? Yes No

If 'no', please explain why:

4.4 Does your company use content supplied by third parties? Yes No

If 'yes', do you obtain written warranties in respect of originality of content, accuracy of content and authenticity of source? Yes No

If 'no', please explain why:

4.5 Do you obtain written releases with respect to creative material or talent from employees, models, freelance photographers, writers, composers, artists, musicians or non-professional persons appearing in commercial advertisements? Yes No

4.6 Do you have a written procedure for ensuring all appropriate licensing fees are paid with respect to any music that you use? Yes No

If 'no', please explain why:

4.7 Please provide the name of the law firm you consult in respect of media issues, including review, procedures and complaints handling:

4.8 Is all advice adhered to? Yes No

If 'no', please explain under what circumstances:

4.9 Do you have written procedures to either edit, remove or respond to offending, inappropriate, inaccurate or infringing content, including website content? Yes No

4.10 Do you engage in comparative advertising? Yes No

If 'yes', please explain your procedures to ensure accuracy of content:

4.11 Do you trademark your proprietary products? Yes No

If 'no', please explain why:

4.12 Do you engage the services of an advertising agency? Yes No

If 'yes', do they provide you with a full indemnity in relation to all of the content they originate? Yes No

4.13 Do you ensure that all sensitive data is encrypted while standing and during transmission? Yes No

4.14 Do you outsource the handling of sensitive data to any third party? Yes No

SECTION 5: PROPERTY & BUSINESS INTERRUPTION INSURANCE

Only complete this section if you require this cover.

5.1 Please state the address of the premises to be insured (if different from the address given earlier):

<p>PREMISES 1</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>PREMISES 2</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

Please continue on a separate sheet if more than 2 premises are to be insured.

5.2 Please detail below any other party (such as a bank or building society) whose financial interest in the premises should be noted on the policy:

<p>Name of party: _____</p> <p>Interest of party: _____</p> <p>Address: _____</p> <p>_____</p>
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5.3 Are all of the premises:

- a) Constructed with external walls of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material? Yes No
- b) Free from cracks or other signs of damage that may be due to subsidence, landslip or heave and have not previously suffered damage by any of these causes? Yes No
- c) In a good state of repair? Yes No
- d) Self contained with a lockable entrance door? Yes No
- e) Protected by an intruder alarm that is subject to an annual maintenance contract? Yes No

NOTE: We may refuse to pay a claim if all of the devices for the security of your premises (including locks and the intruder alarm) are not put into full and effective operation whenever the premises are closed for business or left unattended.

- f) Heated by a conventional electric, gas, oil or solid fuel heating system? Yes No
- g) Fitted with electrical installations which are inspected at least every 5 years by a qualified electrician and any defect remedied? Yes No
- h) Lifts, boilers, steam and pressure vessels inspected and approved to comply with all of the statutory requirements? Yes No
- i) Sprinklered, either fully or partially? Yes No

NOTE: Assuming you have answered 'yes' to questions g) and h) above, it is important to keep records of all relevant inspections as we may ask for evidence of these before paying a claim.

If you have answered 'no' to any of the above questions then please give further details:

<p>_____</p> <p>_____</p> <p>_____</p>
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SECTION 6: INSURANCE REQUIREMENTS

6.1 Please provide details of your current or required insurance policies (unless you are already insured with CFC):

Type of insurance	Inception/ expiry date	Limit of liability	Deductible	Premium	Insurer	Retroactive date (if known)
Media liability:	MM / YY					MM / YY
Professional Indemnity:	MM / YY					MM / YY
Cyber / privacy liability:	MM / YY					MM / YY
Employers' liability:	MM / YY					N/A
Public Liability:	MM / YY					N/A
Property:	MM / YY					N/A

6.2 Please detail the amounts to be insured below for each premises (complete only if you require property cover).

NOTE: The amounts insured you state below should be the full rebuilding or replacement cost in each of the categories. If you understate these amounts you will be under-insuring and we may not pay the full amount of your claim. It is therefore essential that these amounts are as close to the true values of the insured items as possible.

ITEM	AMOUNT INSURED PREMISES 1	AMOUNT INSURED PREMISES 2
Main building:		
Landlord's fixtures & fittings and tenant improvements:		
All items wherever located ¹ :		

¹ Please list any alternative locations in question 5.1

6.3 If you have portable electronic equipment (such as laptops, cameras, video equipment) that is either permanently or temporarily away from your premises please state the total value of these items:

Please also state the approximate percentage of the time that these items are away from your premises:

 %

6.4 If you have contents other than portable electronic equipment which are either permanently or temporarily away from your premises please state the total value of these items:

Please also state the approximate percentage of the time that these items are away from your premises:

 %

6.6 Please detail the amounts to be insured below for business interruption cover (complete only if you require this cover):

Note that the maximum indemnity period available is 12 months. You should bear in mind how long it will take you to re-commence trading at another premises when stating the amount insured and indemnity period.

We provide our business interruption cover on a 'Flexible First Loss' basis – please specify a total amount insured for business interruption cover. This amount applies regardless of whether your business interruption loss is loss of income, costs and expenses, loss of research and development expenditure, project delay costs or outstanding debts. This often enables a smaller total amount insured to be specified and therefore often results in a cheaper premium.

ITEM	AMOUNT INSURED	INDEMNITY PERIOD
Business interruption cover ('Flexible First Loss'):		Months

SECTION 7: CLAIMS EXPERIENCE & INSURANCE HISTORY

7.1 Regarding all of the types of insurance to which this application form relates AFTER FULL ENQUIRY:

- a) are you aware of any loss or damage, whether insured or not, that has occurred to any of the companies to be insured (or to any existing or previous business of the partners or directors of any of the companies to be insured) within the last 5 years, or
- b) are you aware of any circumstances which may give rise to a claim against any of the companies to be insured or any partners or directors thereof, or
- c) have any claims or cease and desist orders been made against any of the companies to be insured, or partners or directors thereof, or
- d) have any partners or directors of the companies to be insured been found guilty of any criminal, dishonest or fraudulent activity or been investigated by any regulatory body, or
- e) has there ever been an unforeseen outage to your website for more than 3 hours?

With reference to questions a, b, c, d and e above:

Yes No

If the answer to the above is 'yes' then please attach full details including an explanation of the background of events, the maximum amount involved or claimed, the status of the claims or circumstances and any reserves or payments made by you or by insurers, and the dates of all developments and payments.

SECTION 8: DECLARATION

- I declare that after proper enquiry the statements and particulars given above are true and that I have not mis-stated or suppressed any material fact.
- I agree that this application form, together with any other material information supplied by me shall form the basis of any contract of insurance effected thereon.
- I undertake to inform underwriters of any material alteration to these facts occurring before the completion of the contract.

Signed: _____	Full name: _____
Position held: _____	Date: DD / MM / YY

ADDITIONAL INFORMATION:

Empty rectangular box for additional information.

