

# Media Liability

## Proposal Form

### Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned. Include all requested underwriting information and attachments.
- Whenever used in this proposal form, the term ‘Applicant’ shall mean the Company and all its Subsidiaries as described in the policy wording. Any other capitalised words have the same meaning as the policy wording.

Please read the entire proposal form carefully

#### 1. General Information

(a) Name of Applicant:

(b) Applicant’s Address:

(c) Applicant’s Website Address:

(d) Date Established:

(e) Business Activities:

(f) Provide details of any additional related entity to be insured below:

Additional Related Entity	Date Established	Business Activities

(g) Has the Applicant or any related entity:

- (i) Changed activities from those described above?  Yes  No
- (ii) Changed name in any of the previous seven (7) years?  Yes  No
- (iii) Merged or amalgamated with any other entity?  Yes  No
- (iv) Been connected (financially or otherwise) with any other business or practice?  Yes  No
- (v) Been involved in any representative actions, class actions, or derivative suits?  Yes  No

If Yes to any of the above, please provide details below:

(h) Please list all internet sites for which cover is sought below:

Internet Site (including URL)	Date Online	Average Page Views per Month

## 2. Financial Information

(a) Please provide the gross annual revenue or sales income for:

(i) Current twelve (12) months:

(ii) Estimated next twelve (12) months:

(b) Please provide the percentage of gross annual revenue or sales income from all entities for which cover is requested below:

Activity	Current Year	Previous Year
Book Publishing	%	%
Broadcasting (Radio)	%	%
Broadcasting (Television)	%	%
Cablecasting	%	%
Magazine or Periodical Publishing	%	%
Newspaper Publishing	%	%
Miscellaneous (please describe):	%	%

## 3. Geographic Breakdown

(a) Please provide the percentage of gross annual revenue or sales income by geographic area from all entities for which cover is requested:

Australia / New Zealand	%	United Kingdom	%
Asia	%	Europe (Ex. UK)	%
United States of America	%	Other (please describe):	%
Canada	%	Total:	%

## 4. Risk Management

(a) Please provide details of the Applicant's in-house legal counsel:

(i) Name:

(ii) Year (s) of experience:

(b) Does the Applicant retain external outside legal counsel for advice regarding potential liabilities arising out of news gathering or out of the publication, production, dissemination or broadcast of material or content?  Yes  No

If Yes to the above, please provide the following information for each external outside legal counsel below:

Name of Firm	Principal Contact	Years of Experience

(c) (i) Please describe the Applicant's policy and practice regarding review and editing of articles, broadcasts or other communications (including internet content) prior to publication, including the names of the individuals conducting the review and their experience, as well as the procedures/guidelines for referring to external outside legal counsel below:

(ii) Please describe the Applicant's policy and practice regarding legal review of articles, broadcasts or other communications (including internet content) prior to publication dissemination, including the name of the external outside legal counsel, years of experience, and how often external outside legal counsel is used to conduct reviews below:

(d) Please describe the Applicant's policy and practice regarding continuing education for staff on legal issues pertaining to defamation, libel, privacy, intellectual property and related media and entertainment law below:

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(e) Please describe the Applicant's policy and practice regarding clearance review, including obtaining necessary licenses, consents and releases for the use of content below:

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(f) Please advise the approximate percentage of all media for which the Applicant is indemnified by another party: %

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(g) Is any content published, broadcast, or otherwise communicated in a language other than English?  Yes  No  
If Yes to the above, please identify such content and the language used:

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(h) What percentage of the content is derived from news or feature syndications, or wire services? %

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(i) Please describe the Applicant's policy and practice regarding the processing of and response to requests for retraction or correction below:

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(j) Does the Applicant have "take-down" procedures in place for removing from its internet site(s) any content that infringes or potentially infringes on copyrights, trademarks or other intellectual property held by third parties?  Yes  No

If Yes to the above, please describe the Applicant's policy and practice for timely implementing of "take-own" procedures below:

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(k) Please list the Applicant's membership in industry groups or associations:

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**5. Editorial Procedures for Publishing Operations**

- (a) Are editors familiar with current defamation and privacy law in all jurisdictions where the Applicant’s media is circulated?  Yes  No

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- (b) Are ‘letters-to-the-editor’ edited?  Yes  No

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- (c) Are written hold harmless or indemnity agreements executed with advertisers and advertising agencies?  Yes  No

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- (d) Are written releases obtained from persons appearing in photographs or from photo agencies?  Yes  No

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- (e) Do freelance writers provide written warranties with respect to originality of content, libellous matter and authenticity of sources?  Yes  No  
If Yes to the above, please attach a copy of the warranty.

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- (f) Is a disclaimer issued with respect to technical information or advice?  Yes  No

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- (g) Are titles of all publications cleared?  Yes  No

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- (h) Are unsolicited articles or photographs accepted?  Yes  No  
If Yes to the above, please describe the procedures for processing below:

**6. Newspaper / Magazine / Periodical Publishing Operations**  N/A

Check the appropriate box(es):  Newspaper Publishing  Magazine Publishing  Periodical Publishing

(a) List all publications produced by the Applicant:

Name of Publication	Location (City/ State)	Date First Published	Average Circulation	Frequency of Publication	Type of Publication

(b) Check the appropriate primary circulation area:

- International  National  Rural  Suburban  Metro  Regional  Campus  Other
- If Other, please provide details:

(c) Attach the following for any newspapers publishing:  
 (i) Copies of standard contracts / hold harmless agreements with advertisers and advertising agencies.  
 (ii) A copy of the current rate cards for covered broadcast stations.

(d) Attach the following for any magazine and periodicals published:  
 (i) One (1) copy of each publication or a manuscript if publication is to be released into circulation in the next ninety (90) days as a new offering.  
 (ii) Specimen contract(s) used with advertisers and other third party content providers.

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(e) Has the Applicant obtained the advice of in-house or external outside legal counsel regarding its past, current,  Yes  No or anticipated future policy and practice regarding electronic reproduction?  
If Yes to the above, please provide details below:

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(f) Approximately what percentage of the content was supplied by stringers, freelancers or other non-employees: %

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(g) Does the Applicant obtain rights to future use of material supplied by stringers, freelancers or other non-employees?  Yes  No

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(h) (i) Please describe the Applicant's policy and practice regarding hold harmless or indemnification agreements with stringers, freelancers or other non-employees below:

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(ii) Attach a sample of any standard indemnification or hold harmless agreement.

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(i) (i) Please describe the Applicant's policy and practice regarding indemnification or hold harmless agreements with third parties to whom the Applicant supplies content for publication or broadcast below:

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(ii) Attach a sample of any standard indemnification or hold harmless agreement.

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(j) Please list news feature services or syndicates used below:

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(k) (i) Please describe the Applicant's policy and practice regarding obtaining: (A) ownership of a copyright; (B) a license for the use of copyrighted content; and (C) other rights in the content of the material supplied by stringers, freelancers or other non-employees below:

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(ii) Attach samples of any standard agreement used in connection with the above, including but not limited to any standard "work made for hire" licenses and any hold harmless or indemnification.

(iii) Please describe: (A) when the Applicant instituted its current policy and practice; and (B) any policy and practice replaced by the current policy and practice below:

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(l) Please describe any past, current or anticipated future electronic publication, electronic dissemination or electronic reproduction by the Applicant including but not limited to the use by the Applicant of any electronic archive, database, CD ROM, internet, email or other electronic mean or any future medium that may enable such dissemination below:

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(m) Approximately what percentage of the content was or is anticipated to constitute a reproduction of a contribution to a Collective work:

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Past:	%	Current:	%	Anticipated:	%
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(o) Has the Applicant obtained the advice of in-house or external outside legal counsel regarding its past, current, or anticipated future policy and practice regarding electronic reproduction?  Yes  No

(p) Does the applicant engage in any of the following news gathering practices?

- (i) Hidden camera/microphones?  Yes  No  
(ii) Reliance on anonymous sources?  Yes  No  
(iii) “Undercover” investigations?  Yes  No

If Yes to any of the above, please describe the Applicant’s policy and practice governing the use of such techniques:

## 6. Book Publishing Operations

N/A

(a) Type of books published (please provide approximate percentage of revenues for each of the following categories):

Textbooks	%	Poetry	%
Children’s	%	“How to”	%
Current, Biography, Autobiography	%	Technical	%
History, Biography	%	Religious	%
Investigative Reporting, Exposé	%	Social, Political Commentary	%
Classics	%	Celebrity	%
Fiction	%	Other (please describe):	%

(b) For the current financial year, please specify the number of:

Original titles:

Reprints:

Titles distributed for others:

(c) Advise the percentage of indemnification provided by the author through publishing contract: %

(d) Approximately what percentage of the content was supplied by stringers, freelancers or other non-employees: %

(e) Are authors required to provide evidence of insurance with respect to the content provided?  Yes  No

(f) Attach the following:

- (i) Brochure of current titles or book order list  
(ii) Description of standard procedures for checking originality, works, accuracy of content, title clearance, etc.  
(iii) Copy of standard publisher agreement  
(iv) Copy of standard contract with authors

**Broadcasting Addendum**

**7. Broadcasting / Telecasting / Cablecasting Operations**  N/A

Check the appropriate boxes:  Broadcasting  Telecasting  Cablecasting

(a) (i) List all radio or television stations owned or operated by Applicant:

AM / FM Channel	Location and Geographic Market	Date Licensed	Estimated Number of Listeners / Viewers	Highest Advertising Rate (for 30 or 60 second spot)

(ii) Briefly describe the station format or type of programming:

(b) (i) List all cablecasting systems owned or operated by Applicant:

Name of System	Location (City/State)	Number of Subscribers

(ii) What is the market classification:

(iii) Does system originate any programming?

If Yes, please provide the following information:

Yes  No

Type	Number of Hours per Week	Gross Receipts Derived from Syndication

- (iv) Attach a copy of the specimen contract(s) used with advertisers and other third party content providers.
- (v) Please describe the standard clearance procedures for checking originality and accuracy of content, title clearance, copyright clearance, and ensuring authorised use of name and likeness, film clips and music below:

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(c) Are news teams familiar with the current defamation and privacy law in all jurisdictions where the Applicant's media is circulated?  Yes  No

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(d) Are written hold harmless or indemnity agreements executed with sponsors and advertising agencies with respect to content of commercials?  Yes  No

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(e) Do the news teams engage in "investigative" reporting?  Yes  No  
If Yes to the above, please provide a description of methods for documenting sources of information:

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(f) Are "action reporter" or similar consumer programs broadcast or telecast?  Yes  No

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(g) Does the Applicant engage in any of the following news gathering practices:

- (i) Hidden camera/microphones?  Yes  No
- (ii) Reliance on anonymous sources?  Yes  No
- (iii) "Undercover" investigations?  Yes  No

If Yes to any of the above, please describe the Applicant's policy and practice governing the use of such techniques:

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(h) Do reporters participate in "ride-alongs" with law enforcement, medical emergency services, private investigators or any other profession or group?  Yes  No  
If Other, please provide details:

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(i) Are talk shows and interview programs pre-taped or pre-recorded?  Yes  No

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(j) Do television news teams use "mini-cams"?  Yes  No

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(k) Does the Applicant engage in any live programming?  Yes  No  
If Yes to the above, please describe the type of delay device utilised and the Applicant's policy and practice regarding the use of such device:

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(l) Do any stations produce programming used by stations which the Applicant does not own or operate?  Yes  No

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(m) Are independent producers required to provide the Applicant written hold harmless or indemnity agreements with respect to the programming they offer?  Yes  No  
If Yes to the above, please attach a copy of the agreement.

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(n) Are independent producers required to provide evidence of insurance with respect to such hold harmless or indemnity agreements?  Yes  No

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(o) Does the Applicant pay licensing fees to any music licensing society / industry body?  Yes  No

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**7. Music Operations** N/A

(a) Does Applicant perform, record, publish or write music, or distribute or produce audio recordings?

 Yes  No

If Yes to the above, please complete a Music Liability Supplementary Proposal Form.

**8. Claims Questions**

After enquiry, please answer the following questions.

(a) Has the Applicant or any subsidiaries been sued, been threatened with suit or received a claim for any act, error or failure to act relating to the gathering, production, dissemination or communication of information, including but not limited to libel, slander, any form of invasion of privacy or misappropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry or trespass?

 Yes  No

If Yes to the above, please provide full details below:

Date Notified	Name of Insurer	Brief Description of Matter	Open / Closed	Amount Paid or Estimate Outstanding

(b) Are any of the directors, principals or partners aware of any fact or circumstance which might give rise to a claim or any other prior practice or business of the Applicant's present or former directors, principals or partners?

 Yes  No

If Yes to the above, please provide full details below:

Name of Claimant / Potential Claimant	Brief Description of Matter	Estimated Potential Liability

(c) Have any directors, principals, partners or staff members ever been subject to disciplinary proceedings for professional misconduct consultants, sub-contractors or agents?

 Yes  No

If Yes to the above, please provide full details below:

(d) Are any or your directors, principals, partners or staff members aware of any inquiry (including coronial inquiry or any inquiry under the disciplinary rules of a professional association of which they are a member) or other similar process relating to or connected with the affairs of your business which you may be required to attend?

 Yes  No

If Yes to the above, please provide full details below:

## 9. Details of Insurance

(a) Does the Applicant currently carry Media Liability insurance?  Yes  No  
If Yes to the above, please provide full details below:

Insurer:

Expiry date:

Limit: \$

Excess / Deductible: \$

(b) In respect of the current practice and any of its directors, principals or partners, have any Media Liability and/or Professional Indemnity insurers:

(i) Declined this type of insurance?  Yes  No

(ii) Imposed special or unusual terms or restrictions?  Yes  No

(iii) Declined to renew / continue insurance?  Yes  No

(iv) Cancelled insurance?  Yes  No

If Yes to any of the above, please provide full details below:

## 10. Coverage Required

(a) Check the applicable limit option(s) required:

\$1,000,000  \$2,000,000  \$5,000,000  Other: \$

(b) Check the applicable deductible option(s) required:

\$5,000  \$10,000  \$20,000  Other: \$

(c) Check the applicable currency required:

AUD  NZD  USD  Other:

## 11. Stamp Duty

Please state the total number of employees located in the following states and overseas:

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S

## 12. Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably practicable should any of the above information change between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed			
Title		Date	

## Statutory Notice

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For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means “we”, “us” and “our”.

### **Duty of Disclosure**

#### *Your Duty of Disclosure*

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

You have this duty until we agree to insure you.

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

#### *What you do not need to tell us*

You do not need to tell us anything that:

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

#### *If you do not tell us something*

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

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

### **Where your policy is claims made and notified the following will apply**

If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

#### *Claims Made And Claims Made And Notified Coverages*

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

#### *Notification Of Facts That Might Give Rise To A Claim*

Section 40(3) of the Insurance Contracts Act 1984 (Cth) (“ICA”) only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by your policy.

### **Other Important Information**

#### *Subrogation*

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to be unreasonably withheld or delayed), you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under your policy.

#### *Utmost Good Faith*

Every insurance contract is subject to the doctrine of utmost good faith which requires that all parties to the contract, including third parties, should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by us. Our failure to do so could result in a civil penalty.

### *Not a Renewable Contract*

Cover under your policy will terminate at expiry of the period of insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of your current policy so that terms of insurance and quotation/s can be agreed.

### *Change of Risk or Circumstances*

It is vital that you advise us as soon as reasonably practicable of any departure from your “normal” form of business (i.e. that which has already been conveyed to us).

For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within your policy. You can contact us using the below details under ‘Contact Us’.

### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

### **Privacy Statement**

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In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

#### **Why We collect Your Personal Information**

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

#### **How We obtain Your Personal Information**

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

#### **When do We disclose Your Personal Information?**

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### **Your decision to provide Your Personal Information**

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### **Access to and correction of Your Personal Information**

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: +61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### **How to Make a Complaint**

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907 Sydney NSW 2001  
+61 2 9335 3200  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

### **About Chubb in Australia**

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure as well as individuals purchasing travel and personal accident insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

### **Contact Us**

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Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

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Sydney NSW 2000  
O +61 2 9335 3200  
[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**