

# Professional Indemnity Insurance

## Proposal Form For Media Industry Professional Liability



### Important Notices to the Applicant

**Statement pursuant to Section 25 (5) of the Insurance Act (Cap. 142) (or any subsequent amendments thereof) - You are to disclose in this Proposal Form fully and faithfully all facts which you know or ought to know, otherwise the policy issued hereunder may be void.**

#### **Your Duty of Disclosure**

Before you enter into a contract of general insurance with an Insurer, you have a duty to disclose to the Insurer every matter that you know, or could reasonably be expected to know, 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 any 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 its business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

#### **Non-Disclosure**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to void the contract from its beginning.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning, to retain any premium that you have paid for this contract of insurance.

#### **Change of Risk or Circumstances**

You should advise the Insurer as soon as practicable of any change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.

#### **Subrogation**

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the policy, that you will not seek to recover such loss or damage from that person, the Insurer will not cover you, to the extent permitted by law, for such loss or damage.

**Instructions to the Applicant**

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- A. Before completing this section, please read the important notices starting on page 1.
- B. This proposal must be completed, signed and dated by a Principal, Partner or Director.
- C. You must answer all the questions in this form. If a question is not applicable, state "N/A". If more space is required to answer a question, continue on your letterhead.
- D. If you are a new business, use the projected figures from your business plan.
- E. If you have any questions concerning this proposal, please contact your insurance broker or adviser to discuss.

**Application for Insurance Cover**

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Period of Insurance	From <u>DD / MM / YYYY</u>	To <u>DD / MM / YYYY</u>
Limit of Insurance Required	Option 1 SGD _____	Option 2 SGD _____
Excess / Deductible Requested	Option 1 SGD _____	Option 2 SGD _____

Are you requesting cover for Fraud & Dishonesty?  Yes  No

Are you requesting cover for Principals' Previous Business?  Yes  No

**1. Details of Applicant**

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1.1. Names and Company Registration Numbers of all firms applying to be covered under this insurance (Referred to as "You" in the rest of this form)

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1.2. Has your name ever been changed, or have you purchased or merged with any other practice or business?  Yes  No

If **Yes**, please attach details.

1.3. What is your address?

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Postal Code \_\_\_\_\_

1.4. What is your website address?

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1.5. When was your firm established? \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

1.6. What is the breakdown of the number of your staff by nature of work?

Category of Staff	Number	Nature of Work

1.7. Which are the foreign countries where you provide your services, and how many staff are located in each?

Country	Number of Staff	Country	Number of Staff

1.8. What are the qualifications of your Principals, Partners, Directors or other key professional personnel?

Name	Qualifications	Years in the Industry	Years as Principal, Partner or Director

1.9. If you have only one Principal, what arrangements do you have in place to ensure continuity of business when that Principal is travelling, on leave, ill or away from the office?

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1.10. Who are your major shareholders?

Name	Percentage shareholding

**2. Details of Business**

2.1. What percentage of your revenues is from:

Type of work	%	Type of work	%
Publishing		Public relations consultancy	
Broadcasting		Graphic design	
Printing		Event management	
Film & media production		Others (specify)	
Advertising agency			
Marketing research & consultancy		Total	100%

2.2. For consultancy work, what is the specific scope of work done or advice given?

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2.3. Do you engage in any other professional or business activities other than what is described in this section 2?  Yes  No

If **Yes**, please attach details of the type of work and the fee income from these other activities.

2.4. Are you or any of your Principals, Partners or Directors connected or associated with any other practice or business?  Yes  No

If **Yes**, please attach details.

**3. Financial Details**

3.1. When does your Financial Year end? \_\_\_\_\_ (day) \_\_\_\_\_ (month)

3.2. What is your total turnover or fee income for the:

Year	Singapore	Foreign	Total
Coming year (est.)	SGD	SGD	SGD
Current year (est.)	SGD	SGD	SGD
Past year	SGD	SGD	SGD

3.3. What percentage of your fee income is derived from work in:

Singapore (%)	Other Asia (%)	Australia / NZ (%)	Europe (%)	USA / Canada (%)	Others (%)	Total
						100%

3.4. What are your five largest projects or contracts during the past five years?

Client name	Service performed	Location	Fees (SGD)

#### 4. Publishing Section

4.1. What percentage of your publishing turnover is from:

Type of work	%	Type of work	%
Publishing		Subsidiary rights	
Distribution		Total	100%

4.2. What percentage of your professional services is subcontracted to others?

Type of work	%	Type of work	%
Newspapers		Fiction	
Current affairs & politics		History & social sciences	
Business, finance & investments		Entertainment, leisure & hobbies	
Biographies & autobiographies		Religion	
Professional, technical & scientific		Others (specify):	
Educational		Total	100%

4.3. For newspapers and periodicals, attach details of the titles published by you as follows:

- Name of publication
- Type of publication (magazine, newspaper, journal etc.)
- Type of content (current affairs, entertainment, music, etc.)
- Frequency
- Territories where the publication is distributed
- Circulation
- Whether the publication is placed on the internet / world wide web

4.4. What standard procedures do you have in place to check the accuracy, originality or content of work, including title clearance?

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4.5. Is a solicitor consulted in respect of media law?

Yes  No

If **No**, how do you handle legal compliance?

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4.6. Are letters to the editor edited or vetted?

Yes  No

4.7. Do you engage in investigative reporting or exposes? If **Yes**, how do you document your sources of information?

Yes  No

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4.8. Do you ask for verification that the subcontractor carries professional liability insurance?

Yes  No

4.9. Do you execute written hold harmless or indemnity agreements in favour of your printers for the content of your publications?

Yes  No

4.10. Do you require your advertisers and advertising agents to execute written hold harmless or indemnity agreements in your favour for the content of advertisements?

Yes  No

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If you answered **No** to 4.9 or 4.10, how do you protect your interests?

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## 5. Printing Services Section

5.1. What percentage of your printing revenues is from:

Type of work	%	Type of work	%
Newspapers		Wedding invitations, calling cards, social announcements	
Magazines & periodicals		Bindery	
Books		Computer graphics	
Forms & stationery		Games of chance e.g. lottery tickets, scratch cards	
Corporate & financial materials e.g. annual reports, prospectuses		Discount or rebate coupons	
Catalogues		Security documents e.g. passports, cheques, certificates	
Directories e.g. Yellow Pages		Others (specify)	
Pamphlets & flyers		<b>Total</b>	100%

5.2. Do you require your clients to provide you with written hold harmless or indemnity agreements in your favour for the content of publications and printed material?  Yes  No

If **No**, how do you protect your interests?

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## 6. Broadcasting Section

6.1. What percentage of your broadcast revenues is from:

Type of work	%	Type of work	%
Television		Others (specify):	
Radio			
Satellite			
		<b>Total</b>	100%

6.2. What percentage of your broadcast revenues is from:

Type of work	%	Type of work	%
News, current affairs & politics		Documentaries & educational	
Investigative & exposes		Cartoons & children's	
Business, finance & investments		Movies, drama series & sitcoms	
Sports		Others (specify):	
Music		<b>Total</b>	100%

6.3. Please attach details of all radio stations owned or operated by you as follows:

- Name of station
- FM frequency
- Location & territories broadcast
- Type of content (e.g. news, music)
- First air date
- Advertising rate

6.4. Please attach details of all television stations or channels owned or operated by you as follows:

- Name of channel
- location & territories broadcast
- Type of content (e.g. news, movies, sports)
- First air date
- Advertising rate

6.5. What licensing bodies are you a member of?

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6.6. Are your newsmen familiar with current defamation law?

Yes  No

6.7. Is a solicitor consulted in respect of media law? If No, how do you handle legal compliance?

Yes  No

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6.8. Do you engage in investigative reporting or exposes? If **Yes**, how do you document your sources of information?

Yes  No

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6.9. Are your “action reports” or similar consumer programmes broadcast or telecast live?

Yes  No

If **Yes**, how is broadcast information vetted?

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6.10. Are talk shows and interview programmes pre-taped or pre-recorded?

Yes  No

6.11. Do you use a delay device during “call in” or other live audience participation programmes?

Yes  No



6.12. Do your television stations use “mini-cams”?  Yes  No

6.13. Do you require your sponsors and advertisers to execute written hold harmless or indemnity agreements in your favour for the content of advertisements?  Yes  No

6.14. Do you require independent media producers and content providers to provide you with written hold harmless or indemnity agreements in your favour for the programming they offer?  Yes  No

If you answered **No** to 6.13 or 6.14, how do you protect your interests?

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6.15. Do you require independent media producers and content providers to provide evidence of liability insurance for the content of their programmes?  Yes  No

## 7. Film & Media Production Section

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7.1. Do you produce programmes used by stations you do not own or operate?  Yes  No

7.2. Please attach details of all film & media productions undertaken by you in the past year as follows:

- Title
- Type of content or theme
- Territories where the title is distributed
- Number of episodes
- Programme time

7.3. Do you always obtain the rights for the use of the names or likenesses of any person in your productions from the individuals or their estates or legal representatives?  Yes  No

7.4. Do you always obtain the rights for the use of film clips?  Yes  No

7.5. Do you always obtain the rights for the use of music?  Yes  No

## 8. Risk Management - for all Applicants

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8.1. Do you do any work for related parties or entities?  Yes  No

If **Yes**, please describe the scope of work done, for whom, and the fee income.

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8.2. Do you provide services involving games of chance?  Yes  No

If **Yes**, please attach a copy of the procedures and controls employed, and complete details of each type of game printed.

8.3. Do you engage in the distribution or redemption of coupons, rebates or other promotional game tickets?  Yes  No

If **Yes**, please attach details of such work and how you limit your liability.

8.4. Do you engage in the design of logos or trademarks for clients? If **Yes**, please attach the number designed each year and the procedures you have in place for copyrights and trademarks.  Yes  No

8.5. Do you engage in the obtaining or providing of mailing lists to clients?  Yes  No

8.6. Do you prepare bulk mailings for clients?  Yes  No

8.7. Do you require clients to approve and sign off all proof copies before printing?  Yes  No

8.8. What procedures, processes, check & balances do you have in place to minimise breach of intellectual property rights?

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8.9. What procedures, processes, check & balances do you have in place to minimise defamation claims?

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**Client Contracts**

8.10. Do you execute a written contract, agreement or engagement letter for services with every client?  Yes  No

8.11. Are these client contracts reviewed by a law firm experienced in your profession?  Yes  No

If **No**, how do you review and approve client contracts?

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8.12. Do these contracts contain

- Specific description of services that you provide?  Yes  No
- Guarantees or warranties of your services?  Yes  No
- Limitation of your liability to your clients?  Yes  No
- Hold harmless or indemnity agreements to your benefit?  Yes  No
- Hold harmless or indemnity agreements to your client's benefit?  Yes  No
- Disclosure of actual or potential conflicts of interest?  Yes  No

8.13. Are all changes to your contracts confirmed in writing?  Yes  No

8.14. Are verbal reports or advice always confirmed in writing?

Yes  No

**Subcontractors**

8.15. What percentage of your professional services is subcontracted to others?

\_\_\_\_\_ %

8.16. What services are subcontracted?

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8.17. Does your subcontractor contractually agree to hold you harmless for liability caused by the subcontractor's acts?

Yes  No

8.18. Do you contractually agree to waive any legal rights you may have against your subcontractors, consultants or agents?

Yes  No

8.19. Do you ask for verification that the subcontractor carries professional liability or media liability insurance?

Yes  No

**9. Insurance History - For All Applicants**

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9.1. Do you currently have similar insurance?

Yes  No

If **Yes**, please provide details.

Period of Insurance	Insurer	Policy Limit (SGD)	Excess (SGD)	Retroactive Date

9.2. Has any application for similar insurance been refused, or has any similar insurance ever been rescinded or cancelled? If **Yes**, please provide details.

Yes  No

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**10. Claims Experience**

10.1. Have any claims ever been made, or lawsuits been brought against you, your predecessors in business, or any current or former Principals, Partners, Directors, employees, or any other person or entity applying to be insured under this proposed contract of insurance?  Yes  No

10.2. Are any of the Principals, Partners, Directors or employees aware, after inquiry, and as of the date of signing this application, of any errors, omissions, offences, circumstances or allegations which might result in a claim being made against you or any person or entity applying to be insured under this proposed contract of insurance?  Yes  No

10.3. Have you, your predecessors in business, or any current or former Principals, Partners, Directors, or employees ever been the subject of disciplinary action or investigation by any authority or regulator or professional body?  Yes  No

If you had answered **Yes** to any of the questions in this section, please provide full details and the status of each claim, lawsuit, allegation or matter, including:

- the date of the claim, suit or allegation
- the date you notified your previous insurers
- the name of the claimant(s) and the establishment(s)
- the allegations made against you
- the amount claimed by the claimant(s)
- whether the status is outstanding or finalised
- the amounts paid for claims and defence costs to date

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## Additional Information to Send with Your Application

Attach a copy of the following:	Yes	No
Corporate profile, brochures, pamphlets, or other marketing material describing your operations and services	<input type="checkbox"/>	<input type="checkbox"/>
Latest financial statements or annual report	<input type="checkbox"/>	<input type="checkbox"/>
Standard contracts or service agreements with clients	<input type="checkbox"/>	<input type="checkbox"/>
Standard contracts or service agreements with advertisers	<input type="checkbox"/>	<input type="checkbox"/>
Standard contracts or service agreements with subcontractors, authors, printers, media producers & content providers	<input type="checkbox"/>	<input type="checkbox"/>
Resumes or CVs of all your Principals, Partners or Directors	<input type="checkbox"/>	<input type="checkbox"/>
For publishers, details of your publications as requested in 4.3	<input type="checkbox"/>	<input type="checkbox"/>
For broadcasters, details of your stations as requested in 6.3 & 6.4	<input type="checkbox"/>	<input type="checkbox"/>
For film & media producers, details of your productions as requested in 7.2	<input type="checkbox"/>	<input type="checkbox"/>
<b>For new businesses only</b> , your business plan with projections of business	<input type="checkbox"/>	<input type="checkbox"/>

## Declaration

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We have read and understood the Important Notices contained in this application.

We agree that this proposal, together with any other information or documents supplied with this proposal, will form the basis of any contract of insurance.

We acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued or as otherwise specifically varied in writing by the insurer.

We declare, after inquiry of all relevant persons within our organisation, that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.

We undertake to inform the insurer of any material alteration to those facts before completion of the contract of insurance.

## Commission Disclosure

The Proposer understands, acknowledges and agrees that, as a result of the applicant purchasing and taking up the policy to be issued by Chubb, Chubb will pay the authorised insurance broker commission during the continuance of the policy including renewals, for arranging the said policy.

This form must be reviewed, signed and dated by a duly authorised Principal, Partner or Director. The authorised person who signs on behalf of the Proposer further confirms to Chubb that he or she is authorised to do so.

## Personal Information Collection Statement

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Chubb Insurance Singapore Limited (“Chubb”) is committed to protecting your personal data. Chubb collects, uses, discloses and retains your personal data in accordance with the Personal Data Protection Act 2012 and our own policies and procedures. Our Personal Data Protection Policy is available upon request. Chubb collects your personal data (which may include health information) when you apply for, change or renew an insurance policy with us, or when we process a claim. We collect your personal data to assess your application for insurance, to provide you with competitive insurance products and services and administer them, and to handle any claim that may be made under a policy. If you do not provide us with your personal data, then we may not be able to provide you with insurance products or services or respond to a claim.

We may disclose the personal data we collect to third parties for and in connection with such purposes, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, third party administrators, call centres and professional advisors, including doctors and other medical service providers), other companies within the Chubb Group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside of Singapore.

You consent to us using and disclosing your personal data as set out above. This consent remains valid until you alter or revoke it by providing written notice to Chubb’s Data Protection Officer (“DPO”) (contact details provided below). If you withdraw your consent, then we may not be able to provide you with insurance products or services or respond to a claim.

From time to time, we may use your personal data to send you offers or information regarding our products and services that may be of interest to you. If you do not wish to receive such information, please provide written notice to Chubb’s DPO.

If you would like to obtain a copy of Chubb’s Personal Data Protection Policy, access a copy of your personal data, correct or update your personal data, or have a complaint or want more information about how Chubb manages your personal data, please contact Chubb’s DPO at:

Chubb Data Protection Officer  
Chubb Insurance Singapore Limited  
138 Market Street  
#11-01 CapitaGreen  
Singapore 048946  
E dpo.sg@chubb.com

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Signed, Principal / Partner / Director

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Name of Signatory

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Date

## Contact Us

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