



Defamation Insurance Proposal Form

- Answer all questions. Blanks &/or dashes, or answers 'known to underwriters or brokers' or 'N/A' are not acceptable & will delay consideration of this proposal.
- If there is insufficient room to complete a question, please attach a signed & dated addendum.
- Any documents attached to the proposal form are part of this proposal.
- Where appropriate, please tick the yes or no box which best indicates your reply.

Occupation for which this insurance is required. Please tick (✓) appropriate box or boxes.

Proprietor

Publisher

Editor

Printer

Television

Radio Broadcaster

Other State details

Your Details

1. Full legal name of each natural person and incorporated body to be insured as well as any unincorporated businesses or trading names and address

Address

Postcode

2. Date established

3. How long operated by the present owners

4. Has any application for any type of insurance made on your behalf ever been cancelled, declined or been made subject to special terms before the Insurer has agreed to continue cover?

No Yes Please provide details.

5. Are you at present insured for Defamation of Infringement of Copyright?

No Yes Please attach copy of your current policy.

6. Have you given any undertaking to indemnify any other party against claims for Defamation or Infringement of Copyright appearing in the publications or broadcast by the Radio or TV stations proposed for insurance?

No Yes Please state the exact terms of such undertaking and to whom they are given.

7. (a) Do you Publish, Print or Broadcast (either on relay or otherwise) news/current affairs or other similar material prepared by others?

No Yes Please provide details.

(b) If so, do you obtain an indemnity against claims for Defamation or Infringement of Copyright from the organisation or individual providing the source material, for your broadcast/publications?

No Yes **▶ Please state exact terms of such undertakings and from whom they are obtained and in respect of which material.**

8. Have any claims been made against you for Defamation, Infringement of Copyright, Trademark Design or Patent?

No Yes **▶ Please supply details.**

9. After enquiry, are there any circumstances which may result in a claim being made against you for Defamation, Infringement of Copyright, Trademark Design or Patent?

No Yes **▶ Please supply details.**

10. Do you wish to extend the indemnity provided to include indemnity for:

- | | | |
|--|------------------------------|-----------------------------|
| (a) Unintentional Infringement of Copyright, Trademark Design or Patent? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) One automatic reinstatement? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Undertakings referred to in Question 6 of the proposal? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Retroactive Liability? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Please state:

(a) Total amount of turnover in the last 12 months?

(b) Estimated amount of turnover in the next 12 months?

12. Please state:

(a) The amount of indemnity required.

(b) The amount of excess required.

13. Please provide further details by completion of the attached addendum, which shall form part of this Proposal.

Addendum "A" in respect of Publishers, Proprietors, Printers & Editors of Newspapers, Magazines, Trade Journals etc.

Addendum "B" in respect of Book Publishers.

Addendum "C" in respect of Television and Radio Stations.

Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this Proposal form and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I/we shall give immediately notice thereof.

I/We authorize CGU Professional Risks Insurance, a division of CGU Insurance Limited, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way we handle your personal information".

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I/we complete this Proposal form on their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

Signature

Date

Signature

Date

Insurance Broker's Details

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered. If in doubt, please contact your insurance broker since non-disclosure may affect an Insured's right of recovery under the policy or lead to it being voided.

Broker Name

Account Number

Address

Postcode

Phone

Fax

Contact Name

NSW Office

388 George Street Sydney NSW 2000
PO Box H90 Australia Square Sydney NSW 1215
Tel. (02) 8224 4655 Fax (02) 8224 4030

Queensland Branch

Level 12 189 Grey Street South Bank QLD 4101
PO Box 1495 Milton QLD 4064
Tel. (07) 3135 1566 Fax (07) 3135 1564

South Australia Branch

Level 4 150 Grenfell Street Adelaide SA 5000
GPO Box 9902 Adelaide SA 5001 DX 394 Adelaide
Tel. (08) 8425 6650 Fax (08) 8425 6592

Victorian Office

Level 4 CGU Centre 485 La Trobe Street Melbourne VIC 3000
GPO Box 4609 Melbourne VIC 3001 DX 38206 Flagstaff
Tel. (03) 9601 8700 Fax (03) 9602 5255

Western Australia Branch

Level 3 The Insurance Centre 46 Colin Street
West Perth WA 6005 DX 199 Perth
PO Box 7018 Cloisters Square Perth 6850
Tel. (08) 9254 3750 Fax (08) 9254-3751



An Important Notice to the Applicant 'Claims Made' Contracts of Insurance

Please read and retain in your file

The proposed insurance is issued on a 'claims made' basis.

This means that the policy responds to:-

1. claims first made against the insured during the policy period and notified to CGU Professional Risks Insurance during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured's position that a claim may be made against the insured; and
2. 'claims circumstances' notified pursuant to Section 40 (3) of the *Insurance Contracts Act* which states:

'where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract'.

After policy expiry, no new claims can be made on the expired policy *even though the event giving rise to the claim may have occurred during the policy period.*

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us 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 us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, i.e. until the date we receive instructions to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Professional Risks Insurance shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

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