



**ARTISAN<sup>®</sup>**  
UNDERWRITING





## Important Notice

### 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.

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 anything

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.

### Claims made policy

This Policy has a section (Professional Indemnity) which is issued on a claims made and notified basis. This means that this (Professional Indemnity) section of the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to us during the Period of Insurance. Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that 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 during the period of insurance, 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.

### Retroactive date

The proposed insurance may be limited by a Retroactive Date. If so, the policy will not cover any claims or circumstances arising from any events, services, activities, errors or omissions or conduct prior to the Retroactive Date.

### Subrogation

Where you have prejudiced Artisan Underwriting Pty Ltd (including its Insurers or underwriters) rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

### Privacy Notice

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information in a responsible way. We will abide by the Privacy Act 1988 (Cth) (the 'Act') including the Australian Privacy Principles which are set out in the Act. We have developed a Privacy Policy that sets out how we collect, store, use and disclose your personal information. Please refer to our website below for a copy of our Privacy Policy.



## Part A – Insured Details

1. Insured Entities	Date Incorporated	ABN

2. Telephone number	Email addresses

3. Websites

4. Addresses	State	Post Code

5. Name of Principal/ Directors	Age	Qualifications	Start date with Insured
			/ /

Number of Directors, Principal, Partners & Staff	Full time	Part Time
Directors, partners, principals		
Qualified/Technical staff		
Administration/Other staff		
<b>Total all staff</b>		



## Part B – Professional Services and Activities

Note: Fee income / Revenue income must include from joint ventures and fees attributable to sub-contractors and sub-consultants.

6. Please provide gross Fees/Turnover, including gross fees paid to sub-contractors.

Location	Previous 12 months	Last 12 months	Next 12 months
Australia	\$	\$	\$
Excluding USA/Canada)	\$	\$	\$
Including USA/Canada)	\$	\$	\$
<b>Total</b>	\$	\$	\$

7. Please provide an approximate percentage allocation of the Insureds income for each of the classifications (where applicable) ;

(i) Media Activities

Categories	% Fee Income	Business Discipline	% Fee Income
Advertising Agency		Graphic Design	
Photography / Cameraman		Video Production Consulting	
Copy writer		Journalist	
Publishing - Newspapers, Magazines, Books and/or other print media		Website Design Services	
Commercial Printing		Marketing Consulting	
Online / Digital Broadcasting and/or Publishing		Writing Consulting and/or services	
Editing		Public Relations Consulting	
Radio Broadcasting		Writer / author	
Film / Television Production		Other (please specify below)	
Television Broadcasting			<b>Total 100%</b>

**(ii) Book Publishing**

Categories	Number of publications per year	Category	Number of publications per year Category
Fiction		Political / Religious / Social	
Educational / Scientific / Technical		Health / Medical	
Financial / Investment		General / Non-fiction	
Autobiographies		Biographies -Unauthorised	
Biographies - Authorised		Other(detail below)	

**(iii) Newspapers and Magazines Publishing**

Please provide the following details of each publication issued in the last twelve (12) months

Name of Publication	Date published	Frequency of Publication (every week, month etc)	Annual Circulation	Subject Matter

What percentage of publications listed above are published in an on-line/digital format?

 %
**(iv) Broadcasting - Television and Radio**

TV or Radio station	Transmission hours / day	Format(s) or type of programming of the station

**(v) On-line / digital broadcasting and publishing**

Internet Site (including URL)	Date On-line	Average views per day

8. Are written disclaimers always included with advice being given?

No  Yes

9. Are written disclaimers or hold harmless agreements executed with any third Parties?

No  Yes

  

10. Are there formal quality assurance, peer review or risk management procedures in place, which addresses risks related to your services?

No  Yes

11. Please provide highlights of the program which you have implemented to reduce / manage risk related

No  Yes

12. Do you always seek your clients formal sign off prior to the printing, publication or formal release of any sort of material, content or publication?

No  Yes

13. Do you have recall, withdrawal, removal, clarification or apology/rectification procedures or controls in place with respect to media content or material, publications or similar?

No  Yes

Please provide further details of procedures:

14. Please confirm any legal review process in place in respect of media, defamation and copyright law, including content reviews, editorial procedures, ownership or licensing of copyrighted content.

No  Yes

Please provide further details of procedures:

15. Does the Insured (where applicable) use a delay device during all live interviews and all other live programming or productions?

If "No" please provide details as to what alternative procedures and controls are in place to monitor live programming.



## Part C – Insurance Details

16. Does the Insured carry an active and current Professional Indemnity Insurance Policy?

No  Yes  If Yes, please provide details:

Name of Insurer	Premium
	\$
Limit of indemnity	Excess
\$	\$
Expiry Date	Retroactive Date Specified
/ /	/ /

17. Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location as follows

NSW	VIC	QLD	SA	WA	ACT	TAS	NT	0
%	%	%	%	%	%	%	%	%



## Part D – Claims

18. Is the Insured aware of any circumstance or incident which may give rise to a claim against the Insured or its partners/principals/directors or employees?

No  Yes  If Yes, please provide details:

19. Has there ever been or is there any pending claims against the Insured, its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors or employees for actual or alleged breaches of professional duties or services for which this policy relates?

No  Yes  If Yes, please provide details:

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss
/ /		\$	\$
/ /		\$	\$

20. Is the Insured aware of any actual or pending prosecution, investigation or inquiry of the Insured or any partners/principals/directors or employees under any statute, legislation, regulation or By-Law whatsoever?

No  Yes  If Yes, please provide details:

21. Has the Insured or any partner/directors or employees ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct?

No  Yes  If Yes, please provide details:

22. Has the Insured (including its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors) ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy?

No  Yes  If Yes, please provide details:



## Part E – Declaration

Please Note: Signing the Declaration does not bind either the proposed Insured or the Insurer to execute this or any insurance whatsoever.

By signing this Declaration, the Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the Insured confirms that the statements and particulars given in this proposal are true, accurate and complete and that no material facts have been omitted, misstated or suppressed. The Insured agrees that if any of the information changes between the date of this proposal and the inception date of the insurance to which this proposal relates, the Insured will give immediate notice thereof to the Artisan Underwriting Pty Ltd (Artisan).



The Insured acknowledges receipt of the Important Notice, Privacy Notice and Duty of Disclosure information contained in this proposal and confirms they have read and understood the content of them. The Insured consents to Artisan Underwriting Pty Ltd collecting, using and disclosing personal information as set out in Artisan's Privacy Notice in this proposal and the policy.

If the Insured has provided or will provide information to Artisan about any other individuals, the Insured confirms that they are authorised to disclose the other individual's personal information to Artisan and give the above consent on their behalf.

The signatory below confirms that they are authorised by the Insured (and its subsidiaries, previous businesses, partners/principals/directors if applicable) to complete this proposal form and to accept quotation terms for this insurance on behalf of the Insureds (and its subsidiaries, previous businesses, partners/principals/directors) behalf.

Signed	
Name of Partner(s) or Director (s)	
On behalf of	
Date	/ /





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