

Media Protector – for Broadcasters Proposal Form

Important Notice

1. This is a proposal for a contract of insurance, in which 'proposer' or 'you/your' means the individual, company, partnership, limited liability partnership, organisation or association proposing cover.
2. This proposal must be completed, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or the insurer to enter into any contract of insurance. If space is insufficient to answer any questions fully, please attach a signed continuation sheet. You should retain a copy of the completed proposal (and of any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully to the best of your knowledge and belief. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence the insurer's assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should consult your broker.
4. You are recommended to request a specimen copy of the proposed policy wording from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

Section A: General Information

1. (a) Name of company or entity (insured)

- (b) Address of registered or principal office

- (c) Date of establishment

Section B: Business Activities

1. Please state clearly the nature of your business (e.g. radio, TV or internet broadcaster etc...)

2. Turnover and geographical split

Please provide the turnover for the following years:

Currency

Geographical origin	Last year	Current year	Next year (estimate)
United Kingdom			
Ireland			
European Union			
USA / Canada			
Elsewhere*			
TOTAL			

*If activities "Elsewhere" please specify the countries:

3. Programming

Please complete the following table in respect of ALL categories of programme that are broadcast or state the web address where details of your programmes can be viewed:

Nature of broadcast	Percentage	Original matter transmitted from your station/channel	Re-diffused matter which originates from another station/channel	Approximate viewings number
News/Documentaries/ Current Affairs				
Discussions/ Live Phone-ins/Unscripted				
Plays/Films/Comedy/Musicals				
Other entertainment/Sport				
Other (please specify)				

4. What is the average number of hours per day during which broadcasting takes place

5. Are books, pamphlets, publicity handouts, etc. supplied in respect of broadcasting activities or programmes? If YES, please provide details or copies:

Yes No

6. Have you agreed or will you agree to indemnify the suppliers of programmes that are not produced by you? Yes No

If YES, please state the form in which such indemnity will be given and provide a copy.

7. Alternatively, do you obtain an indemnity from suppliers of programmes that are not produced by you? Yes No

If NO, please advise why an indemnity is not obtained.

Section C: Risk Management

1. Please confirm that the following "good practice" in respect of programmes produced by you are adhered to.
- (a) advance copies of political or other speeches are required Yes No
 - (b) manuscripts are checked whilst broadcast is in progress to detect any variation Yes No
 - (c) such manuscripts are NOT supplied to other broadcasting stations Yes No

If NO, please provide full details

2. Please provide details for legally checking material prior to broadcast and the time delay mechanism you operate in respect of "live" broadcasts and phone-ins.

Section D: Cover Required

- 1. Our standard media protector covers the following
Libel, slander, malicious falsehood, false attribution of authorship, passing off, infringement of intellectual property rights, breach of confidence or privacy, breach of the Data Protection Act, negligent statement and any civil liability (not excluded in the exclusions).
- 2. Do you require any of the following additional covers?
 - (a) Indemnity to printers, distributors, retailers and others* Yes No
 - (b) Regulatory and contempt of court proceedings* Yes No
 - (c) Loss of documents* Yes No
 - (d) Dishonesty of employees* Yes No
 - (e) Employees* Yes No

* See Notes on Page 8 for further explanation

- 3. Please provide details of offices or subsidiaries that are to be covered by this insurance:

- (a) What limit of indemnity is required?
 - £250,000 £500,000 £1,000,000
 - £2,000,000 £5,000,000 £10,000,000

- 4. What self insured excess are you willing to take?

- £500 £1,000 £2,500 £5,000 £10,000
- Other

- 5. For which territories do you require cover against legal action?

- UK EU Worldwide excluding USA / Canada
- Worldwide
- Other

Section E: Insurance Details

- 1. Have you previously been insured or are you currently insured for any of the risks now being proposed?

- (a) Name of insurers
- (b) Indemnity limit
- (c) Excesses
- (d) Premium
- (e) Date of expiry

- 2. Has any insurer ever:

- (a) declined a proposal or renewal for the company, or any part of it, its partners, principals, directors or officers? Yes No
- (b) cancelled or voided the insurance of the company or any part of it, its partners, principals, directors or officers? Yes No

- (c) imposed special terms, exclusions or premiums upon the company or any part of it, its partners, principals, directors or officers?

Yes No

If YES, please provide full details on a separate sheet.

Section F: Claims History

1. Please provide full details of all claims involving the company, its predecessors in business, or any of its partners, principals, directors, officers or employees in the past ten years. Please provide details of the type of allegation, the court or agency involved and any determination, judgement, claims payments (including without prejudice or ex gratia payments) and defence costs for each claim.

2. After enquiry, is the company, any of its partners, principals, directors or officers aware of any circumstances, allegations, or incidents which they have reason to suppose could give rise to a claim against the company or any of its partners, principals, directors, officers or employees. Yes No

If YES, please provide full details on a separate sheet.

Data Protection Act 1998 – Consent to use of information

The insurer will use the information provided herein to manage the insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities or to the insurer’s agents providing services on their behalf.

In order to detect and prevent fraud, the insurer may at any time:

1. Share information about the proposer and/or its partners, principals, directors, officers and/or employees with other organisations and public bodies including the Police;
2. Check and/or file the proposer’s and/or its partner’s, principals’, directors’ and/or officers’ details with fraud prevention agencies and databases and if the insurer suspects fraud, the insurer will record this.

The insurer and other organisations may also search these agencies and databases to:

- (a) Help make decisions about the provision and administration of insurance, credit and related services for the proposer, its partners, principals, directors and officers;
 - (b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage the proposer’s accounts and insurance policies;
 - (c) Check identities to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

The insurer can supply on request further details of the databases that they access or contribute to.

Declaration

I the undersigned hereby confirm that I am duly authorised and do give consent to the use of information as set out above.

I also hereby declare that I am authorised to complete this proposal on behalf of the proposer. I undertake to inform the insurer of any material alteration or addition to these statements or particulars which occurs before the commencement of the period of insurance. It is hereby acknowledged and agreed that the terms conditions limitations and exclusions of the policy may be subject to alteration at any time prior to the commencement of the period of insurance should any such material alterations or additions arise. Signing of this proposal does not bind the insurer to offer nor the applicant to accept insurance.

Signed*

Name

Company position

Date

*the signatory should be a director or senior officer of, or a partner of, the company.

NOTICE TO THE PROPOSER

The Insurer

The insurer will be either Markel International Insurance Company Limited or Markel Syndicate 3000 at Lloyd's together with any other subscribing insurer(s).

Prior to any placement being concluded, the proposer will be advised which insurer(s) is/are to write this contract of insurance.

The Law of the Insurance Contract

The parties to this proposed insurance are free to choose the law applicable to the insurance contract. Unless specifically agreed otherwise with the insurer, the proposed contract will be governed by English law.

General Enquiries

If at any time you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Claims Manager, Professional Liability Division, 20 Fenchurch Street, London EC3M 3AZ.

Complaints Procedures

Markel Syndicate 3000

If you are insured by Markel Syndicate 3000 and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel Syndicate Management Limited (Lloyd's Managing Agent for Syndicate 3000), 20 Fenchurch Street, London EC3M 3AZ or the Policyholder and Market Assistance Team at Lloyd's.

Their address is:

Policyholder and Market Assistance, Market Services, Lloyd's, One Lime Street, London, EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 e-mail: complaints@lloyds.com.

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Following this complaints procedure does not affect your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

phone: 0800 023 4567 or 0300 123 9123

Markel Syndicate 3000 at Lloyd's of London

Markel Syndicate 3000 is a syndicate at Lloyd's of London. The Lloyd's Managing Agent for Markel Syndicate 3000 is Markel Syndicate Management Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 204953).

Markel International Insurance Company Limited

If you are insured by Markel International Insurance Company Limited and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service without affecting your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

phone: 0800 023 4567 or 0300 123 9123

Markel International Insurance Company Limited

Markel International Insurance Company Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 202570).

EXPLANATION OF COVERS (as per Question D 2)

1. "Media perils" covers the following:

Libel, slander, malicious falsehood, false attribution of authorship, passing off, infringement of intellectual property rights, breach of confidence or privacy, breach of the Data Protection Act, negligent statement and any civil liability (not excluded in the exclusions).
2. Indemnity to printers, distributors, retailers and joint assureds

Reimburses the assured in respect to their contractual liability to indemnify printers, distributors, retailers and joint assureds for media perils.

Please provide names, addresses and business activities of those you have agreed to indemnify on supplementary page.
3. Regulatory and contempt of court proceedings

Provision of defence costs to defend:

 - (i) or challenge summons to attend court to produce journalistic material
 - (ii) complaints made to the press complaints commission, office of communications or the advertising standards authority
 - (iii) any application or notification to make a third party costs order
 - (iv) allegations of contempt of court
4. Loss of documents

Reimbursing the assured in respect to:

 - (i) legal liability to other persons in consequence of documents being destroyed, damaged or lost
 - (ii) costs and expenses incurred in replacing or restoring such documents
 - (iii) costs and expenses incurred in the defence or settlement of such claims
5. Dishonesty of employees

Indemnity in respect of financial loss caused by the dishonesty of employees where such employees intend to cause the assured loss or to procure a financial gain for them for any other person or entity in any way connected with them.
6. Employees

Extending the cover to indemnify employees against their loss arising out of any claim or proceedings personally brought against them.