

Marketing Protector – Proposal Form

Important Notice

This proposal must be completed in ink, signed and dated. All questions must be answered to enable a quotation to be given. If space is insufficient to answer any question 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.

The proposed policy covers the main company and any declared subsidiary companies / entities, which are together defined as “The Company”. Therefore, answers in this proposal should include the main company and all subsidiary companies/entities.

You are recommended to obtain a specimen copy of the proposed policy wording, which is available from insurers on request, and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover. The proposed insurance covers only those losses that arise from claims made against the Assured during the Period of Insurance, as specified in the policy.

References in this proposal to “Claim” or “Claims” mean any claim(s) which would have been covered under the policy had it been in force and any other claims which were in fact the subject of a claim under any other policy covering professional indemnity, dishonesty of employees and/or loss of documents risks.

1. General Information

1.1 Name of Company or Entity (Assured)

1.2 Address of Registered or Principal Office

1.3 Date of Establishment

1.4 Details of Partners/Principals/Directors

Name	Qualifications	Date Qualified	Date became Partner/Principal/Directors

1.5 Details of Number of Employees **Qualified** _____

Other _____

1.6 Sub-Contractors

Is any work carried out by sub-contractors?
 If yes, please provide the following information in respect of work undertaken in the past 12 months.

Type of Work ie printers, photographers, distributors etc.	Annual Fees

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 Business Activities

3.1 Please indicate turnover / fee income for the past 12 months generated from the following activities:
(If you have not been trading for 12 months please complete using estimates for the forthcoming year)

i)a) Design and Production of Advertisements for TV	<input type="text"/>
b) Purchase of Air Time	<input type="text"/>
ii)a) Design and Production of Advertisements excluding TV	<input type="text"/>
b) Purchase of Media Space	<input type="text"/>
iii) Design and Production of printed materials	<input type="text"/>
iv) Sales Promotion	<input type="text"/>
v) Direct Marketing	<input type="text"/>
vi) Website Design - Fees	<input type="text"/>
- Other Costs	<input type="text"/>
vii) Graphic Design - Fees	<input type="text"/>
- Other Costs	<input type="text"/>
viii) Public Relations - Fees	<input type="text"/>
- Other Costs	<input type="text"/>
ix) Market Research - Fees	<input type="text"/>
- Other Costs	<input type="text"/>
x) Other activities (Please provide details)	<input type="text"/>

3.2 Please list the 3 largest contracts undertaken in the past 12 months.

Client	Details of Work	Turnover	Duration of Contract

4. Risk Management

4.1 Are there detailed written project briefs in place with all your clients that include details of job requirements, volumes, timescales and quality?

Yes No

If No, please provide details

4.2 Are clients required to sign off on such project briefs?

Yes No

If No, please provide details

4.3 Are any changes to the project brief content reported?

Yes No

If No, please provide details

4.4 Is written approval obtained from the client prior to broadcast/publication/distribution?

Yes No

If No, please provide details

5 Cover Required

5.1 Our standard Marketing Protector covers the following creative perils:

Infringement of Intellectual Property Rights, Passing Off, Defamation, Malicious Falsehood, Breach of Comparative Advertising Regulations, False Attribution of Authorship, Negligent Statement and any civil liability (not excluded in Exclusions).

5.2 Do you require any of the following additional covers?
(Please refer to the policy wording for further explanations.)

- | | | |
|--|------------------------------|-----------------------------|
| Regulatory/Self-Regulatory proceedings | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Dishonesty of Employees | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Assured's own Advertising and Marketing | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Costs of Mitigation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Loss of Documents and Productions Materials | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Promotions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Promotional Products | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Mailing Lists | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employees | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Joint Assureds (please provide details on supplementary pages) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

5.3 What Limit of Indemnity is required?
 £250,000 £500,000 £1,000,000 £2,000,000 £5,000,000 £10,000,000

5.4 What self insured Excess are you willing to take?
 £500 £1,000 £2,500 £5,000 £10,000 Other

5.5 For which territories do you require cover against legal action?
 UK EU Worldwide excluding USA / Canada Worldwide Other

6. Insurance History And Claims

6.1 Have you previously been insured or are you currently insured for any of the risks now being proposed?
 Yes No

If Yes, please provide the following:

Name of Insurers

Indemnity Limit

Excesses

Date of Expiry

6.2 Has any Insurer ever:

(i) declined a proposal or renewal for the Company, or any part of it, its partners, principals, directors or officers?

Yes No

(ii) cancelled or voided the insurance of the Company or any part of it, its partners, principals, directors or officers?

Yes No

(iii) 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.

6.3 Claims Declaration

(i) 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.

(ii) 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.

NOTE: Any claims reported or which should have been reported under 6.3 (i) or (ii) above will be excluded from cover under the policy.

7. Data Protection Act 1998 – Content Use Of Information

Insurers 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 Insurer's agents providing services on their behalf.

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

- (i) share information about the Company, its partners, principals, directors and/or officers with other organisations and public bodies including the Police;
- (ii) check and/or file the Company's and/or its partners', principals', directors' and/or officers' with fraud prevention agencies and databases, and if so Insurers will record this. Insurers 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 Company, its partners, principals, directors and officers;
 - (b) trace debtors or beneficiaries, recover debt, prevent fraud and to manage the Company's accounts and insurance policies;
 - (c) check identities to prevent money laundering.
- (iii) undertake credit searches and additional fraud searches.

Insurers will only supply on request further details of the databases that they access or contribute to.

8. Declaration

I hereby confirm that I am duly authorised and do give consent to the use of information as set out in Section 6 above.

I hereby also declare that I am authorised to complete this proposal on behalf of the Company and that the statements and particulars in this proposal are true and complete and no material facts have been mis-stated or suppressed. I undertake to inform Insurers 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 exclusion 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 Insurers to offer, nor the applicant to accept insurance, but it is acknowledged and agreed that this proposal (together with all documents accompanying it and any other information supplied to Insurers by the Company or the partners, principals, directors or officers in connection with the policy) shall be the basis and form part of any such contract.

Signed _____ Name _____

Capacity _____ Date _____

This proposal should be completed and signed by a partner, principal or director of the Company on behalf of all parties seeking insurance.

NOTICE TO THE PROPOSER

The Insurers

The Insurers 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 this Insurance Contract

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

Procedure for queries or complaints

Below are two complaints notices. If you are insured with Markel Syndicate 3000 at Lloyd's please follow the procedure set out in (1) below. If you are insured with Markel International Insurance Company Ltd, please follow the procedure set out in (2).

1. Markel Syndicate 3000 at Lloyd's

If at any time you have any questions or concerns regarding this Policy or the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved in this way, please write to the Claims Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will then advise you of Markel's internal complaints handling procedure.

If you are still unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA; Tel: 020 7327 5693; Fax: 020 7327 5225; e-mail: Lloyds-Regulatory-complaints@Lloyds.com. Lloyd's is regulated by the Financial Services Authority (the FSA) whose address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Complaints that cannot be resolved by our internal complaints handling procedure or by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.

2. Markel International Insurance Company Ltd

If at any time you have any questions or concerns regarding this Policy or the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved in this way, please write to the Claims Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will then advise you of Markel's internal complaints handling procedure.

Complaints that cannot be resolved by our internal complaints handling procedure may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.

ADDITIONAL INFORMATION (OPTIONAL)
