

MULTIMEDIA LIABILITY INSURANCE POLICY - PROPOSAL FORM

Completing the Proposal Form

* Please answer ALL questions in full leaving no blank spaces.

* If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE EXPENSES." DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. NOTICE: THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS FROM THAT AFFORDED BY OTHER POLICIES. PLEASE READ THE ENTIRE POLICY CAREFULLY.

The liability of the Company does not commence until the acceptance of the proposal form has been formally intimated by the Company and full premium has been realized by the Company.

APPLICANT INFORMATION

1 Name of Applicant

Address of Applicant's principal or registered

City

 Pin Code

State

 Tel. No.

 STD Code

 Mobile

COVERAGE DESIRED

2 Limits of Liability desired

Each Claim or Related Claims

Aggregate for all Claims

3 Retention desired for each Claim or Related Claims

GENERAL INFORMATION

4 The Applicant is ☐ Individual ☐ Non-profit ☐ Corporation ☐ Privately Held ☐ Partnership ☐ Publicly Traded ☐ Other

5 Year established

Y	Y	Y	Y
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6 Covered Media

a. Please list all print publications for which coverage is sought and identify the frequency of publication (e.g. daily, weekly), average circulation, and geographical market served

Publication	Frequency	Circulation	Geographical Market

b. Please list all broadcast or cable stations for which coverage is sought and provide the number of subscribers (for cable stations), the highest sixty (60) second advertising rate (for broadcast stations) and the geographical market served, and the station format.

Station	Subscribers / Advertising Rate	Geographical Market	Format

c. Please list or describe all other communications or other media activities for which coverage is sought.

7 What are the total annual revenues generated by all of the Covered Media for Last year?

8 Are any Covered Media published, broadcast, or otherwise communicated in a language other than English? ☐ Yes ☐ No

If "Yes," please identify such Covered Media and the language used.

Sr. No.	Covered Media

9 Does the Applicant currently maintain a ☐ Yes ☐ No

If "Yes," please provide the following information

Name of Insurer	
Policy Period	Limit
Deductible	Premium
Length of time coverage has been continuously in force:	

10 Has any media liability insurance for the Applicant or any Covered Media ever been ☐ Yes ☐ No

declined or cancelled? If "Yes," please attach an explanation.

11 Does the Applicant maintain a comprehensive ☐ Yes ☐ No

general liability policy?

If "Yes," please attach an explanation.

Name of Insurer	
Policy Period	Limit
Is Personal Injury coverage included?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Product Liability coverage included?	<input type="checkbox"/> Yes <input type="checkbox"/> No

MEDIA OPERATIONS INFORMATION

12 What percentage (%) of the content of the Covered Media is supplied by stringers, freelancers or other nonemployees? _____ %

13 Please describe the Applicant's policy and practice regarding hold harmless or indemnification agreements with stringers and freelancers, and attach a sample of any standard indemnification or hold harmless agreement.

14 What percentage (%) of the content of the Covered Media is derived from news or feature syndications, or wire services? _____ %

15 Does the Applicant engage in any of the following newsgathering practices with respect to any of the Covered Media?

Hidden cameras/microphones ☐ Yes ☐ No "Ride alongs" ☐ Yes ☐ No
Reliance on anonymous sources ☐ Yes ☐ No "Undercover" investigations ☐ Yes ☐ No

16 If the Applicant answered "Yes" to any of the items in question 15, please describe the Applicant's policy and practice governing the use of such techniques.

17 Please describe the Applicant's policy and practice regarding the processing of and response to requests for retraction.

18 Does the Applicant enter into indemnification or hold harmless agreements favoring third parties to whom the Applicant supplies content for publication or broadcast? ☐ Yes ☐ No

If "Yes," please describe the Applicant's policy and practice regarding the entry into such agreements and attach a sample copy of a standard agreement.

19 Does the Applicant engage in any live programming? ☐ Yes ☐ No

If "Yes," please describe the type of delay device utilized and the Applicant's policy and practice regarding the use of such device.

LEGAL REVIEW

20 Please provide the name, address, and telephone number of the Applicant's in-house legal counsel

Name																
Address																
City											Pin Code					
State											Phone Number					
Mobile											STD Code					

21 Does the Applicant retain outside counsel for advice regarding potential liabilities arising out of the publication or broadcast of material? ☐ Yes ☐ No

Name																
Address																
City											Pin Code					
State																

Approximate number of hours billed per month: ☐ hours

22 Please describe the Applicant's policy and practice regarding legal review of articles, broadcasts, or other communications prior to publication.

LOSS HISTORY

- 23 In the past ten (10) years, has the Applicant been sued or threatened with suit for any act, error, or omission relating to the gathering or communicating of information, including but not limited to libel, slander, any form of invasion of privacy or appropriation of name or likeness, infringement of copyright or trademark, infliction of emotional distress, false arrest, wrongful entry or trespass? ☐ Yes ☐ No
If "Yes," please describe in detail the circumstances of each suit or threat of suit, including the identity of the claimant; the factual and legal basis for the claim; and the disposition, including the rupee amount of any defense expenses, settlements and judgments.
- 24 After inquiry, do any of the principals, partners, officers, directors, or employees of the Applicant or any other proposed insured have knowledge or information about any act, error, or omission relating to the gathering or communicating of matter which might reasonably be expected to give rise to a claim against any proposed insured? ☐ Yes ☐ No
If "Yes," please provide full details.

Without prejudice to any other rights and remedies claims, facts, circumstances or situations required to above is excluded from the proposed insurance.

ATTACHMENTS

- 25 To complete the application, please attach the following
- Current financial statements
 - Copy of current rate cards for covered broadcast stations
 - One copy of each covered publication
 - If in business for less than three (3) years, resumes for all principals

PREMIUM DETAILS

Amount Rs. Rupees

SOURCES OF FUND

Salary ☐ Business ☐ Other ☐ (Please Specify)

BANK ACCOUNT DETAILS

Name of the Bank Account Holder

Bank Account No. Account: Savings ☐ Current ☐

Name of Bank Branch

MICR Code (9 digit MICR code number of the bank and branch appearing on the cheque issued by the bank)

IFSC Code (11 character code appearing on your cheque leaf)

I wish: ☐ Any refund due on the premium payment / any payment/claims will be directly credited to my aforesaid Bank Account.*

*As per the IRDAI, its mandatory that all payments made to the insured only through electronic mode.

Note:

- Please provide a cancelled copy of cheque of your bank account.
- The Company will not be responsible in case of non credit or delay in processing of payout due to incomplete/incorrect information provided by the customer. Please ensure that you provide accurate details to the Company.

SIGNATURE AND AGREEMENTS

NOTICE TO APPLICANT - PLEASE READ CAREFULLY

FRAUD WARNING

The proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The proposer further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MISREPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES, A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, INSURED ORGANISATION, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, INSURED ORGANISATION, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

Notice:

Anti-Rebating In accordance with Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows:

NO PERSON SHALL ALLOW OR OFFER TO ALLOW, EITHER DIRECTLY OR INDIRECTLY, AS AN INDUCEMENT TO ANY PERSON TO TAKE OUT, RENEW OR CONTINUE AN INSURANCE POLICY, IN RESPECT OF ANY KIND OF RISK RELATING TO LIVES OR PROPERTY IN INDIA, ANY REBATE OF THE WHOLE OR PART OF THE COMMISSION PAYABLE OR ANY REBATE OF THE PREMIUM SHOWN ON THE POLICY, NOR SHALL ANY PERSON TAKING OUT OR RENEWING OR CONTINUING A POLICY ACCEPT ANY REBATE, EXCEPT SUCH REBATE AS MAY BE ALLOWED IN ACCORDANCE WITH THE PUBLISHED PROSPECTUS OF THE INSURER.

VIOLATIONS OF SECTION 41 OF THE INSURANCE ACT 1938, AS AMENDED SHALL BE PUNISHABLE WITH A FINE WHICH MAY EXTEND TO ₹10 LAKHS.

DECLARATION

The undersigned persons declare that to the best of their knowledge the statements set forth herein are true and correct and that reasonable efforts has been made to obtain sufficient information from each and every director, officer and employee proposed for this insurance to facilitate the proper and accurate completion of this Proposal. The undersigned further agree that, between the date of this Proposal and the effective date of the Policy, if insurance is provided, (1) any material change in the condition of the Applicant is discovered, or (2) there is any material change in the answers to the questions contained herein, either of which would render this Proposal inaccurate or incomplete, notice of such change will be reported in writing to the Company immediately and, if necessary, any outstanding quotation may be modified or withdrawn.

The signing of this Proposal does not bind the undersigned to purchase the insurance, but it is agreed by the Applicant and all persons proposed for this insurance that the particulars and statements contained in this Proposal and attachments and materials submitted with this Proposal (which shall be retained on file by the Company and shall be deemed attached to the Policy, if insurance is provided, as if physically attached thereto) are true and correct and will be the basis of the Policy and will be considered as incorporated in and constituting part of the Policy. It is further agreed by the Applicant and all persons proposed for this insurance that such particulars and statements are material to the decision to provide this insurance and that any Policy will be issued in reliance upon the truth of such particulars and statements. All such particulars and statements shall be deemed to be made by each and every one of the persons proposed for this insurance, provided that, except for any misstatements or omissions of which the signers of this Proposal are aware, any misstatements or omissions in this Proposal, or the attachments and materials submitted with it, concerning any matter which any person proposed for this insurance has reason to suppose might offer grounds for a future claim against him or her shall not be imputed, for purposes of rescission of the Policy, to any other persons proposed for this insurance who are not aware of the omission or the falsity of the statement.

PLEASE NOTE: ONLY DULY APPOINTED AGENTS OF THE COMPANY ARE AUTHORISED TO SOLICIT PROPOSALS FOR INSURANCE. AGENTS AND BROKERS ARE NOT AUTHORISED TO BIND INSURANCE. NO COVERAGE SHALL BE PROVIDED UNLESS THE COMPANY ACCEPTS THE PROPOSAL AND BINDS THE INSURANCE.

Date:

Title:

Authorised Signature of a President, Chairman or Partner