

MULTIMEDIA LIABILITY CLAIMS DECLARATION NOTICE TO THE APPLICANT FOR INSURANCE

1. YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with the insurers, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurers every matter which you know, or could reasonably be expected to know, is relevant to the insurers' decision whether to accept the insurance risk and, if so, on what terms. You have the same duty to disclose those matters to the insurers before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurers;
- that is common knowledge;
- that the insurers know or, in the ordinary course of business as insurers, ought to know;
- as to which compliance with your duty is waived by the insurers.

1. NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurers may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurers may also have the option of avoiding the contract from its beginning.

COMMENT: The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything that might conceivably influence the insurers' consideration of your Declaration.

2. CLAIMS MADE POLICY

- (a) This Declaration is for a "claims made and notified" policy of insurance. This means that the policy indemnifies you for claims made against an insured and notified to the insurers during the period of insurance. The policy does not provide indemnity in relation to:
 - (b) claims arising from acts errors or omissions committed prior to the retroactive date of the policy (if such a date is specified);
 - (c) claims made, threatened or intimated prior to the commencement of the period of insurance;
 - (d) claims made after expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
 - (e) claims arising from facts or circumstances notified (or which ought reasonably to have been notified) under any previous insurance policy;

- (f) claims arising from facts or circumstances noted on the Declaration form for the current period of insurance or on any previous Declaration form;
- (g) claims arising from facts or circumstances of which you first became aware prior to the commencement of the period of insurance, and which you knew or ought reasonably to have known might give rise to a claim under this policy.

The policy will respond to claims pursuant to Section 40 (3) of the Insurance Contracts Act 1984 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".

3. AVERAGE PROVISION

The policy provides that if a payment in excess of the limit of liability available under the policy is made to dispose of a claim, the insurers' liability for defence costs incurred with its consent shall be such proportion of the total defence costs as the limit of liability available under the policy bears to the amount paid to dispose of the claim.

4. RIGHTS OF RECOVERY

The policy does not cover liability, loss or damage in respect of which you have at any time foregone, excluded or limited a right of recovery.



CLAIMS DECLARATION

YOUR BROKER

Brokers name:

AFS Licence No.

ABN:

YOUR DETAILS

Company Name:

Principal Address

State

Postcode

CLAIMS DECLARATION

After inquiry of all Directors, Partners, Principals and Officers, in the last 5 years, are you aware of any fact, circumstance or claim in respect of:

- | | | |
|--|------------------------------|-----------------------------|
| (a) libel, slander or other forms of defamation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) invasion or infringement of the right of privacy of publicity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) unfair competition | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) plagiarism, piracy or misappropriation of ideas under a contract or implied contract | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (f) any other act, error or omission arising out of any matter published, printed distributed, broadcast, telecast, cablecast, syndicated, produced, exhibited or advertised | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (g) negligence or breach of professional duty | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (h) public and/or products liability | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If you have answered "Yes" to any of the above, please attach additional information.

DECLARATION

I declare as follows:

- (a) I am authorised by the persons or entities applying for this insurance, to make this declaration.
- (b) I have read and understood the "Notice to the Applicant for Insurance" and the "Privacy Statement" in this Declaration.
- (c) I have read this Declaration and the accompanying documents and acknowledge the contents to be true and complete.
- (d) I understand that, up to the date of the commencement of the period of insurance, the Insured is under a continuing obligation to immediately inform SUA of any material change in the information provided in this Declaration and in accompanying documents.

I acknowledge that the particulars and statements contained in this Declaration and in the accompanying documents shall be the basis of the contract if a policy is issued. I also acknowledge that the Declaration and the accompanying documents will be incorporated in the contract of insurance.

Signature of Principal or Director: _____

Name of signatory:

Date: / /



PRIVACY STATEMENT

PROTECTING YOUR PRIVACY

We are committed to protecting your privacy and the privacy of any personal information provided to us. We comply with the Australian Privacy Principles set out in the Privacy Act 1988. A full version of our **Privacy Policy** is available (see the link below) which sets out details about how we manage and what we do with your personal information. In summary:

What personal information will we collect and why do we need it?

We may need to collect personal information from you so that we can provide you with the insurance services you are seeking from us.

How do we collect the personal information?

Information is primarily collected through brokers or directly from you. It might also be collected on occasion in person by investigators or to the officers or service providers of ours, in writing, by telephone and by other electronic communication channels.

We may need to obtain personal information from others to ensure that we are fully informed in relation to the issues that we need to address with regard to your insurance and any claim that you may make.

Who will see or have access to your personal information?

Unless we are required to provide your personal information to others by law, by court order or to administer or investigate an application for insurance or a claim, your information will only be seen or used by persons working within the Specialist Underwriting Agencies group of companies.

Security of Information

Our information systems and files are kept secured from unauthorised access and our staff and contracted agents and service providers have been informed of the importance we place on protecting your privacy and their role in helping us to do so. Information will be stored and disposed of in a secure environment, which may only be accessed by authorised personnel.

What if I want to check what personal information you hold about me?

We are happy to advise you what personal information we hold about you and share this information with you. This will be the case unless there is a relevant exception under the Privacy Act 1988 that applies.

Can I correct the information?

If you believe there are errors in our records about you, please let us know and we will be happy to investigate and correct any inaccuracies.

Cookies

Our website may use cookies to provide a better browsing experience. If you prefer not to have cookies collected, you can disable this option in your browser settings.

Direct Marketing

Apart from notifying you of our service offerings, we do not, without your consent, sell, rent, license or otherwise disclose your information to any party for the purposes of direct marketing.

Cross Border Storage

In order for us to provide our services, we may receive and share personal information with the Specialist Underwriting Agencies group of companies, third parties and we may also store that information on servers that are not in Australia. We will ensure that any party with whom we share personal information overseas will be required to comply with the Privacy Act 1988.

Further information

If you would like further information, please review our full **Privacy Policy** or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the privacy officer at:

Specialist Underwriting Agencies Pty Ltd
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