

# MULTIMEDIA CANADA APPLICATION

## GENERAL INFORMATION

1. Please provide the following details (including all trading names and subsidiaries):

Name:

Date of establishment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Website address: \_\_\_\_\_

2. Address/es of all companies (including subsidiaries):

Address including postal/zip code: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please provide the following details (including all trading names and subsidiaries):

Name:

Qualifications:

How long with the company?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Please state total numbers of:

Principals, directors, partners: \_\_\_\_\_

Qualified staff: \_\_\_\_\_

Administration: \_\_\_\_\_

Others: \_\_\_\_\_

5. Do you currently have an errors and omissions policy in place? Yes No

If YES, please provide: Renewal date: \_\_\_\_\_

Limit of liability: \_\_\_\_\_

Retroactive date: \_\_\_\_\_

6. Do you or any of your principals, directors, partners have any association with or 6.financial interest in any other practice, company or organisation? Yes No

If YES, please provide details of the nature of the association, together with the name of the business and activities undertaken:

\_\_\_\_\_  
\_\_\_\_\_

7. Do you use sub-contractors? Yes No

If YES,

a. What percentage of your turnover was paid to sub-contractors in the last financial year? \_\_\_\_\_%

b. What is the nature of work undertaken by sub-contractors?

c. Do you require cover for them under this policy? Yes No

d. Are sub-contractors required to carry errors and omissions insurance to a similar limit? Yes No

If NO to 7d, please provide details as to why not:

\_\_\_\_\_

8. Please complete the following:

a. Financial year end date: \_\_\_\_\_

	Last complete financial year	Current year	Estimate for coming year
b. Total turnover including fee income	\$	\$	\$
c. Estimated percentage split of your turnover including fee income for:			
i. Work carried out for Canadian clients:	%	%	%
ii. Work carried out for US clients not subject to US law:	%	%	%
iii. Work carried out for US clients subject to US law:	%	%	%
iv. Work carried out for clients anywhere else in the world:	%	%	%
v. Operating profit:	\$	\$	\$

**BUSINESS ACTIVITIES**

9. **Broadcasting:** If you do not undertake broadcasting activities tick here  and move to **Question 11**

a. Split of turnover including fees in the last complete financial year. If a new start-up, please anticipate your figures:

Radio	%
Television	%
Other work – please specify	%
<b>Total</b>	<b>100%</b>

b. Approximate split of the type of programmes you broadcast:

Type of Programme	Total broadcasting time	Programmes produced by you	Programmes produced by others
i. Discussion, phone-in, live unscripted	%	%	%
ii. Current affairs/ documentaries	%	%	%
iii. Sport / comedy / plays / drama / light entertainment	%	%	%
v. Reality television shows	%	%	%
vi. Music	%	%	%
vii. Children / religious	%	%	%
viii. News	%	%	%

c. Approximate split of your last year's turnover in the following:

Broadcasting / programme sales	%
Advertising	%
Publishing / merchandising	%
Other work – please specify	%
<b>Total</b>	<b>100%</b>

d. Name(s) of broadcasting station(s):

e. How many hours per week do you broadcast? \_\_\_\_\_

f. Can you confirm that you obtain contractual indemnities from third party suppliers of programmes?      Yes      No

g. If you broadcast any live phone-in and unscripted material please confirm:

i. A delay device is used during all live phone-ins      Yes      No

ii. All guests or callers who are speaking unscripted are vetted and informed of what they can or cannot say on air      Yes      No

h. Please confirm that you do not supply any programmes to other broadcasters:      Yes      No

If you have answered **NO** to any of **10f - 10h** please provide details:

**10. Publishing:** If you do not undertake publishing activities tick here      and move to **Question 12**

a. Please provide a list of publications:

Name of publications	Description	Format	Frequency	Annual Circulation	Countries circulated to

b. For all publications published by you, please provide a percentage split of your revenue as follows:

Genre	% of revenue	Genre	% of revenue
Children	%	Poetry	%
Educational	%	Social / political	%
Legal / finance	%	Celebrities	%
Medical	%	Religious	%
Investigative / expose	%	History	%
Biography and autobiography	%	Classic	%
Technical	%	DIY books	%
Trade	%	Academci	%
Scientific	%	Lifestyle	%
Fiction	%	Other (please specify)	%
		<b>Total</b>	<b>100%</b>

**Please attach a copy of your current publication catalogue to this application**

- c. For all your publications, please provide a percentage split between original titles and reprint:  
Original titles \_\_\_\_\_ % Reprints \_\_\_\_\_ %
- d. Are standard contracts utilised in all cases with authors or third party contributors?    Yes    No
- e. Do contracts contain an indemnity in your favour?    Yes    No

**Please provide a copy of your standard contract**

- 11.
- a. Are all editors / reporters or presenters familiar with current libel law?    Yes    No
  - b. Is a disclaimer issued with respect to technical information or advice?    Yes    No
  - c. In any of your publications or broadcasts do you use literature, music, film, photography or other images for which you have to acquire the rights?    Yes    No
  - d. Do you engage in investigative / expose reporting, e.g.: hidden cameras or undercover investigations?    Yes    No  
If YES, please provide details:  
\_\_\_\_\_
  - e. Please advise procedures in place to ensure appropriate clearance rights are obtained prior to publication / broadcast:  
\_\_\_\_\_
  - f. What editorial control / procedures do you have in place for checking content prior to publication / broadcast?  
\_\_\_\_\_
  - g. Is any potential contentious material referred to external lawyers for review?    Yes    No  
If NO, please provide explanation:  
\_\_\_\_\_
  - h. Please provide details of lawyers utilised:  
Name of law firm: \_\_\_\_\_  
Address: \_\_\_\_\_

**RISK MANAGEMENT**

- 12. Are satisfactory written references obtained from former employers for at least three years prior to the engagement of any employee responsible for money, accounts or goods?    Yes    No
- 13. Above what amount do payments require at least a two-stage sign-off? \$ \_\_\_\_\_
- 14. Do you hold client funds, or do you have client authority to agree and/or effect transfers or payments on their behalf from client funds or accounts?    Yes    No  
If YES,
  - a. Do you ever act solely on e-mail instructions to transfer funds or make payments from client accounts without taking steps to independently verify the authenticity of the instructions and integrity of any bank account details provided prior to execution?    Yes    No
  - b. Do you undertake to immediately implement procedures to ensure that there is such an independent verification process in place for all future transactions?    Yes    No
  - c. What steps have you taken to ensure that the transaction has been completed successfully?  
\_\_\_\_\_
- 15. Do you carry out work only under a standard contract signed by every client?    Yes    No  
If YES, please supply a copy of your standard form of contract, or otherwise a typical example of contract used.    Attached  
If NO, are all contracts vetted by a legally qualified person before being agreed?    Yes    No

**16. When entering into contracts do you always:**

- a. Exclude liability for consequential, special or indirect damages, loss of profits and liquidated damages?      Yes      No
- b. Cap your overall liability at a reasonable level?      Yes      No
- c. Work to a written specification with your clients outlining the scope of each job?      Yes      No
- d. Ensure that changes to the scope of work are reflected in a written variation of the contract?      Yes      No

If **NO**, to any of the above, please explain why:

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**17. Has any proposal for similar insurance made on your behalf, any predecessor or any past or present principals, directors, partners ever been declined, cancelled, refused or had special terms applied?      Yes      No**

If **YES**, please provide details:

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**18. Is there any other information that you consider material to the insurance required?      Yes      No**

If **YES**, please provide details:

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**19. For what limits of indemnity are quotations required?**

- \$250,000      \$500,000      \$1,000,000      \$2,000,000      \$5,000,000      \$10,000,000      Other

**CLAIMS**

**20. In respect of any of the risks to which this application relates:**

- a. Has any claim been made (whether successful or not) against you, any predecessor, any past or present principals, directors, partners?      Yes      No
- b. Has any loss been suffered by you or any predecessor as a result of the dishonesty or malice of any past or present principals, directors, partners, employees or self-employed person?      Yes      No

If **YES** to a. or b., please provide details:

Date of claim/loss:	Brief details of each claim/loss:	Total cost of claim/loss paid:	Estimated total cost of claim/loss:

- c. What steps have been taken to prevent a recurrence?
-

**21. Are you, after full enquiry:**

- a. Aware of any circumstance which is likely give rise to a claim or loss against you, any predecessor or any past or present principals, directors, partners?      Yes      No
- b. Aware of any shortcoming in your work for a client which is likely to give rise to a claim against you? This includes
  - i. A shortcoming known to you, but not your client, which you cannot reasonably put right?      Yes      No
  - ii. A complaint from your client about your work or anything you have supplied which cannot be immediately resolved?  
Yes      No
  - iii. An escalating level of complaint from your client on a particular project?      Yes      No
  - iv. A client withholding payment due to you after any complaint?      Yes      No

If YES to any of the above, please provide details:

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**22. Do you have any grounds, after reasonable enquiry, for suspecting that any past or present principal, director, partner, employee or self-employed person has acted dishonestly or maliciously?**      Yes      No

If YES, please provide details:

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**PLEASE READ THIS PARAGRAPH CAREFULLY BEFORE SIGNING THE DECLARATION**

It is essential that every Application, when seeking a quotation to take out or renew any insurance, discloses to the prospective Insurers all material facts and information (including all material circumstances) which might influence the judgement of an Insurer in deciding whether to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

**DECLARATION**

On behalf of the Applicant/s, I/we declare that, after full enquiry, the contents of this application are true and that I/we have not misstated, omitted or suppressed any material fact or information. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the completion of the contract of insurance, I/we undertake to inform the Insurer.

Signature of Principal / Director / Partner: \_\_\_\_\_

Date: \_\_\_\_\_