

The **Insurance**
Supermarket



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Professional Indemnity Proposal Form – Publishers

**Personal Touch Financial Services Ltd is authorised
and regulated by the Financial Services Authority**

This Proposal Form is suitable for:

Book publishing

Magazine publishing

Journal publishing

Trade journal publishing

Publishing on electronic media and the Internet

Publishing on audio, video and data CD's and tapes

and companies involved in related and support activities.

The insurance to which this Proposal Form relates provides cover for the following liabilities and losses:-

- Libel, slander and defamation
- Breach of copyright and other intellectual property rights including moral rights and rights of privacy
- Breach of duty of care, or any trespass, passing-off or negligent misstatement
- Breach of confidentiality
- Fraud, maliciousness or dishonesty of an employee of yours
- Loss or destruction of or damage to any documents you are responsible for

**IMPORTANT
NOTICE**

This proposal must be completed and signed by the Principal or a Partner or Director of the Proposer. The person completing and signing the form should be authorised by the Proposer to do so and should make all necessary enquiries of his fellow Partners, Directors and Employees to enable all the questions to be answered.

All questions must be answered accurately to enable a quotation to be given.

Completing and signing this Proposal does not bind the Proposer or Underwriters to enter a contract of insurance.

If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number)

PROPOSER

1. Please state the name and address of the Proposer:

Name

Address

Postcode

Tel No

ESTABLISHMENT

2. When was your business established?:

Year

PARTNERS &
DIRECTORS

3. Please state the names of all your Principals/Partners/Directors and how long they have held this position with you:

Names	Qualifications	Position Held	Number of years with Business

STAFF

4. Please state the total number of staff in the following categories:

Partners/Directors:

Editors:

Journalists/Contributing writers:

Administrative Personnel:

**ASSOCIATED
& SUBSIDIARY
COMPANIES**

5. (a) Details of all associated and subsidiary companies and, if appropriate, any related partnership:

Name	
Principal activity	
Name	
Principal activity	

(b) Do you require the above to be included under the insurance? YES NO

(c) Are you or any of your Partners/Directors connected or associated (financially or otherwise) with any other company for whom work may be undertaken by you or to whom you may give any work? YES NO

If YES, please give details

(d) Do you require the above to be included under the insurance? YES NO

TURNOVER

6. Please state total Turnover (including all Fees) from the following:

	Past financial year (ending)	Current financial Year	Estimate for coming financial year
(a) UK Offices			
(i) in UK for UK clients	(£)	(£)	(£)
(ii) work outside UK and for Overseas clients	(£)	(£)	(£)
(iii) USA/Canada clients	(£)	(£)	(£)
(b) Overseas offices	(£)	(£)	(£)
(c) USA/Canada offices	(£)	(£)	(£)
Total	(£)	(£)	(£)

**BUSINESS
ACTIVITY
OUTSIDE
THE U.K.**

7. (a) The insurance is not normally suitable for covering the business activities of offices in the USA /Canada. These offices should be insured separately in specialist markets.

Do you require cover for USA/Canada offices specified under 6(c) YES NO

(b) The insurance only covers liability for work done for UK clients in the UK and legal proceedings brought in the UK unless specifically extended by Insurers.

(c) Do you require cover to be extended for work done overseas or for overseas clients or for legal proceedings brought overseas as specified under 6(a) (ii) and (b)? YES NO

If YES, please specify which countries:

(d) Do you require cover to be extended for work done for any USA/Canada clients specified under 6(a) (iii)? YES NO

If YES, please answer:

Do you always specify by written contract with your USA/Canada clients that your work is governed by a legal system in the UK and any dispute will be either subject to the exclusive jurisdiction of any Court in the UK or resolved by arbitration in the UK? YES NO

**BUSINESS
ACTIVITY**

8. (a) Regarding each of your publications, please state:

The name of each publication and the type e.g. magazine, journal, CD Rom etc.	What Subject does the publication relate to?	How often is the publication issued? (weekly/monthly /one off etc.)	Approximate circulation	Countries where the publication is circulated	Is the publication placed on electronic media e.g. Internet?

(b) Do you contract to print material not published by you?

YES NO

If YES, Please state:

Name of publication	Subject covered by publication	Number per print run	Number of print runs - state per week/month/year	Is there a formal contract?

Please attach a copy of the formal contract.

(c) Do you get involved with any other business activities?

YES NO

If YES, please specify:

**PAST AND
FUTURE SPLIT**

9. Does the information given in question 8 accurately reflect your business activities in the past, and what you are estimating to do during the coming financial year?

YES NO

If NO, please state how it differs:

BUSINESS PROCEDURES

10. (a) In any of your publications do you use literature, music, film, video photography or other images for which you have to acquire rights? YES NO

If YES, please briefly describe the procedures you have for ensuring you have the appropriate rights prior to publication:

- (b) What procedures do you have for legally checking material prior to publication?

If none, please state the reason why:

SUB-CONTRACTORS

11. Do you employ independent sub-contractors (e.g. freelance writers etc.)? YES NO

If YES, please answer:

- (a) What percentage of your current financial year total Turnover will be paid to sub-contractors %

- (b) Are all sub-contractors required by written contract to indemnify you against any losses or expenses arising from the sub-contractors work? YES NO

- (c) Have you agreed to indemnify any other parties? YES NO
(e.g. freelance journalists, printers or distributors)

If YES, please attach details of the contractual liabilities you have assumed.

CURRENT INSURANCE

12. Do you (including any company or partnership referred to in 5(a) you wish covered) currently have any Libel or Professional Indemnity insurance? YES NO

If YES, please state:

(a) Name of Insurer

(b) Current limit of indemnity

(c) Excess

(d) Premium

(e) Renewal date

PREVIOUS INSURERS

13. Has any Insurer in respect of the risks to which this Proposal relates ever:

- (a) Terminated or avoided an insurance? YES NO

- (b) Refused renewal? YES NO

- (c) Declined a proposal? YES NO

- (d) Imposed special conditions? YES NO

If YES in any of the above cases, give details:

