

# HCC SPECIALTY UNDERWRITERS, INC.



A SUBSIDIARY OF HCC INSURANCE HOLDINGS, INC.

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## Transmission Failure Proposal

Please answer all questions fully and tick relevant boxes. If there is insufficient space to answer questions fully in the space provided please use a separate sheet of paper which must be signed and dated.

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- 1.1 Name(s) of the Proposer(s) (Any Proposer acting for others is referred to 'Conditions of Quotation' 13 and the need to inquire of all others before answering).
- 1.2 Address:
- 1.3 Telephone No. Fax No.
- 1.4 What is the usual business of the Proposer(s)?
- 1.5 How long engaged therein?

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- 2.1 Title or name of performance(s) or event(s) to be insured.
- 2.2 Nature, and location of event(s) to be transmitted.
- 2.3
- i) Signing date of contract and names of parties thereto.
  - ii) Times and Dates of insured Transmission.
  - iii) Duration of insured Transmission.
- 2.4 What is the function and interest of the Proposer(s) in the Transmission?  
(Please tick the appropriate box)

Broadcast Promoter _____	Technical Team receiving Transmission _____
Sponsor _____	Technical Team Distributing Transmission _____
Transmission Originator _____	Trader or Business using Transmission _____
	Services to process Transactions _____
Other (Please provide detail) _____	

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Answer the following questions in respect of the point from which you have responsibility for the transmission to the point at which your obligations cease.

For Questions 3.1 to 3.5 if the answer is "No" please provide full details.

- 3.1 Do written signed contracts exist between the Proposed Assured and all those responsible for providing signal transmission or receiving services? Yes\_\_ No\_\_
- 3.2 Can you confirm whether at the location where the Transmission originates all equipment critical to the Transmission is within buildings, undercover, or in purpose designed vehicles? Yes\_\_ No\_\_
- 3.3 If the critical equipment is outside, is it designed to operate:
- i) in the normal range of weather? Yes\_\_ No\_\_
  - ii) in extremes of weather? Yes\_\_ No\_\_
- 3.4 Does all critical equipment have back up power? Yes\_\_ No\_\_
- 3.5
- i) Has satisfactory broadcast of test transmission been completed? Yes\_\_ No\_\_
  - ii) Have all receiving stations reported successful receipt of test transmission? Yes\_\_ No\_\_
  - iii) Are they required to do so before the actual transmission? Yes\_\_ No\_\_
- 3.6 What back up of key critical equipment is there? (Please provide full details)
- 3.7
- i) Have those responsible for the Transmission transmitted from the location before? Yes\_\_ No\_\_
  - ii) If "Yes", how often?
  - iii) If "Yes", have there been any problems? (Please provide full details)
- 3.8 Will any new or experimental technology be used? (If "Yes" provide details) Yes\_\_ No\_\_

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4.1 Please confirm which methods of signal transmission are to be used.

Method \_\_\_\_\_  
Landline \_\_\_\_\_  
Satellite \_\_\_\_\_  
Ground based radio transmission \_\_\_\_\_  
Other (please state) \_\_\_\_\_

- 5.1 Will the transmission be entirely within:
- i) One country? Yes\_\_ No\_\_  
If "Yes" please state which country
  
  - ii) One Continent? Yes\_\_ No\_\_  
If "Yes" please state which continent
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- 6.1 Draw a simple diagram of the location and methods of transmission:  
(land lines, ground based satellite link stations, satellite stations, ground based radio links etc.)

Originating End \_\_\_\_\_ Receiving End

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- 7.1 Draw an outline of the areas the Transmission is to cover with an estimate of the percentage of Gross Revenue expected from each area.
- 7.2 Are there any areas expected to produce more than 10% Gross Revenue, where there are no receiving end back up facilities for equipment and power?
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**Complete sections 8,9 & 10 only if Satellites are involved**

- 8.1 Please confirm whether contracts exist between the Proposed Assured (or the parties who will use the satellite for the purpose of the insured Transmission) and the satellite owners or operators.
- Yes\_\_ No\_\_
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- 9.1 Who is the satellite owner / operator?
- 9.2 Please confirm the identity of the Satellite, and the date it was launched.
- 9.3 Please confirm Transponder numbers / identities.

- 9.4 Have the operators provided written confirmation that there have been no problems within the last six months, and that none are expected?  
Yes\_\_\_ No\_\_\_
- 9.5 i) Is the contract for the use of the transponder “pre-emption”? (Can the use of the transponder be removed from the insured Transmission by another party to whom the satellite operator has given superior rights?)  
Yes\_\_\_ No\_\_\_
- ii) If “Yes”, have arrangements been made for the use of an alternative transponder or satellite?  
Yes\_\_\_ No\_\_\_
- iii) If no alternative arrangements have been made, does the insured Transmission have superior preemption rights to others using the satellite? Yes\_\_\_ No\_\_\_
- iv) If proposed Assured has superior pre-emption rights, detail the transponder and what would be the effect upon Gross Revenue of using these rights and transferring to a new transponder.
- 9.6 i) Have the Satellite operators confirmed whether any sunspot or associated activity has caused problems recently or could cause problems to the planned transmission? Yes\_\_\_ No\_\_\_
- ii) If “No” please provide the operators confirmation before requesting cover.

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- 10.1 Give the number of up-link ground stations involved.
- 10.2 Give the number of down-link ground stations involved.
- 10.3 How many permanently fixed location stations will be involved in up-link/down-link?
- 10.4 How many purpose designed mobile stations will be involved in up-link/down-link?
- 10.5 With the exception of the above what else will be used? (Please provide full details.)
- 10.6 What are the links from the originating site to the up-link stations?
- 10.7 If less than 3 down-link stations involved and the insurance is to cover from a down-link onwards, what are the ground links to the receiving site?

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- 11.1 Are you aware of any matter, fact, circumstance or incident existing or threatened that could possibly affect the Transmission(s) and might result in a claim under the proposed insurance?  
Yes\_\_\_ No\_\_\_

If Yes, please give full details

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- 12.1 Loss payee (if other than Proposer stated in Question 1)
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### Conditions of Quotation

Any quotation provided by Underwriters as a result of this Proposal and any supporting information will be subject to:

- 13.1 final acceptance by the Proposer(s) and then Underwriters prior to the acceptance date shown in the quotation, after which the resulting insurance cannot be cancelled.
- 13.2 the Proposer(s) undertaking to advise Underwriters of any change in the supporting information or additional information that should be supplied to make this Proposal current, occurring prior to the inception date of any insurance subsequently issued.
- 13.3 Underwriters having no obligation to accept the risk if there has been any happening or circumstance, whether advised by the Proposer(s) or otherwise, arising prior to acceptance by Underwriters which increases or could increase the possibility of a loss in any way materially alters the risk as quoted. However, Underwriters at their sole discretion may decide to provide an alternative quotation.
- 13.4 the Proposer(s) having declared all material facts likely to influence a reasonable Underwriter in determining:-
- a) whether or not to accept the risk,
  - b) the premium,
  - c) the terms, conditions, exclusions and limitations.
- 13.5
- a) the Proposer(s), if acting on behalf of others, being deemed to have obtained and declared all the information provided after making inquiry of each of them.
  - b) any intermediary(s) acting on behalf of any parties referred to in 13.5 a), being deemed to have obtained and declared all the information provided after making inquiry of the party(s) for whom they act.
  - c) the Proposer(s) accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium as detailed in 13.7 below.

- 13.6 a) the Proposer(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without Underwriters' prior written approval; in the event of such approval being given, the terms, conditions, exclusions, limitations and premium set out in any quotation may be amended by Underwriters.
- 13.7 a) the Proposer(s) paying the premium with acceptance of the quotation. If (in accordance with 13.1 and 13.3) above Underwriters do not accept the risk, the premium will be returned.

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**Declaration**

To the best of my/our knowledge and belief and having diligently made all necessary inquiries the information provided in connection with this Proposal, whether in my own hand or not, is true and I/we have not withheld any material facts. I/we understand that non-disclosure or misrepresentation of a \*material fact will entitle Underwriters to void the insurance.

**Note: \* A material fact is one likely to influence acceptance or assessment of this Proposal by Underwriters: If you are in any doubt as to what constitutes a material fact you should consult your broker.**

It is understood that the signing of this Proposal does not bind the Proposer(s) to complete or Underwriters to accept this Insurance, but the Proposer(s) agree that, should a contract of insurance be concluded, this proposal and any supporting information shall be incorporated into and form the basis of the contract.

I/We the Proposer(s) accept these conditions as the Proposed Assured or agent of the Proposed Assured and that any subsequent insurance will become null and void if any of the foregoing conditions are breached.

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_