

**PRplus Proposal Form**

## Important Notice

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### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

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

### Non Disclosure

If you fail to comply with your duty of disclosure, the insurer 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 insurer may also have the option of avoiding the contract from its beginning.

### Privacy Policy

We are bound by the Privacy Act 1988 (Cth) and its associated National Privacy Principles when we collect and handle your personal information. We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers. If you do not provide the information we need we may not be able to offer you insurance or deal with claims under your insurance.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer, during business hours on:

Telephone: 02 8298 5800  
Fax: 02 8298 5888  
Mail: Locked Bag 18, Royal Exchange, NSW, 1225  
Email: [privacy.officer.ap@libertyiu.com](mailto:privacy.officer.ap@libertyiu.com)

### Subrogation

If LIU grants indemnity under this policy then LIU shall be subrogated to all of the Insured's rights of recovery against any person or entity whether or not a payment has in fact been made and whether or not the Insured or Insured Person has been compensated in full for their loss. The Insured must, at its own cost, provide all reasonable assistance to LIU (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The Insured must not do anything that may prejudice LIU's position or potential or actual rights of recovery against any parties.

Any amounts recovered by LIU in excess of LIU's total payment to the Insured shall be restored to them less the cost to LIU of such recovery.

### Claims Made Insurance

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period & reporting period. The policy does not provide cover in relation to:

- Insured Events that occurred prior to the inception date in the policy;
- any claim made, threatened or intimidated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

## PRplus

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### 1. Applicant Information

(a) Name of Applicant to be Insured under this Policy:

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(b) Applicant's mailing address:

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(c) List all subsidiary companies to be included under the Policy:

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(d) Website address:

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### 2. Parent Company

(a) Parent Company of Applicant:

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(b) Address of Parent Company:

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### 4. Financials

(a) Actual total turnover for the last 12 months:

\$

(b) Estimated turnover for the next 12 months:

\$

(c) Actual Gross Earnings for the last 12 months:

\$

	\$
	\$
	\$

### 5. Product Information (Attach additional pages as needed)

Product (s)	% of Total Sales	Commercial or Consumer End User

(b) What percentage (%) of products are sold as components?

(c) Does the Applicant contract manufacture, bottle or pack for any third parties?

Yes  No

If Yes, what is the %?

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**(d) Geographic Distribution:**

	Product (s)	Turnover (\$)
Australia/New Zealand		
USA/Canada		
United Kingdom/Europe		
Other:		

**(e) Does the Applicant import any goods?**  Yes  No

**If Yes:**

Country	Goods/Use of Goods	Value \$

**(f) What Percentage of your products are manufactured by outside contractors?** \_\_\_\_\_ %

**(g) Product by Plant – daily output in \$A?**

Total number of plants/facilities:  If three or more plants, please attach a schedule with the following information:

Plant	Max Daily output per plant in \$A	Max daily output any one product line in \$A

**(h) Has the Applicant agreed to indemnify or hold harmless any suppliers of goods or services (e.g. supplier of raw materials/contract packers) or other parties?**  Yes  No

**(i) Do products require external power source to operate?**  Yes  No

**(j) Do products require special storage facilities?**  Yes  No

**(k) Do products require installation?**  Yes  No

**(l) Do products require assembly after delivery?**  Yes  No

**(m) Do you have a written, in-force Quality Assurance Plan?**  Yes  No

**(n) Do all products meet registration standards?**  Yes  No

**(o) Do all of the products which are the subject of this proposal form conform in all respects with requirements of law or regulation, including applicable industry guidelines ?**  Yes  No

**(p) Is there a Quality Control Department?**  Yes  No

**(q) Are suppliers standards monitored?**  Yes  No

**(r) Do you require your suppliers to abide by specified standards?**  Yes  No

**(s) What steps are taken to assess the quality standards adhered to by your suppliers? (Application, references, health inspection reports, etc)**

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

(t) How do you collect and monitor customer complaints?

\_\_\_\_\_

(u) Are Quality Assurance audits performed internally?  Yes  No

How often are these audits performed? \_\_\_\_\_

(v) Are Quality Assurance audits performed by an independent third party?  Yes  No

How often are these audits performed? \_\_\_\_\_

Please attach a copy of the most recent audit performed by an independent third party.

**6. Recall Preparedness**

(a) Does the Applicant have an in-force recall plan?  Yes  No

If 'Yes', please describe: \_\_\_\_\_

(b) Are mock recalls conducted?  Yes  No

If 'Yes', date of last mock recall: \_\_\_\_\_

(c) Does the Applicant have an in-force crisis management plan?  Yes  No

If 'Yes', please describe: \_\_\_\_\_

(d) Estimate the cost to recall your leading brand:

Maximum \$A	Average \$A	Minimum \$A

**7. Product Testing**

(a) Is product testing utilized?  Yes  No

At what point in the manufacturing process is testing performed:

In Line       End-Product       Raw Materials       Other \_\_\_\_\_

(b) Do you have an in-house testing laboratory?  Yes  No

(c) Do you retain an outside testing laboratory?  Yes  No

(d) Are labels routinely inspected for accuracy and content?  Yes  No

(e) Who reviews labels?       Technical       Legal       Other: \_\_\_\_\_

(f) How often are labels reviewed? \_\_\_\_\_

(g) Is a batch coding system utilised?  Yes  No

Details of coding (ex. – by date, shift line, operator): \_\_\_\_\_

(h) Can all products be tracked so that the source and destination of individual batches can be identified?  Yes  No

If no, please provide details: \_\_\_\_\_

(i) What is the maximum batch size in A\$: \_\_\_\_\_

**8. Workplace**

(a) Has the Applicant had strikes/riots/work stoppages/plant closings in the past 3 years?  Yes  No

If yes, please describe: \_\_\_\_\_

- (b) Has the Applicant been the subject of or been threatened with a wrongful termination legal action?  Yes  No

If yes, please describe below or attach details:

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**9. History**

- (a) Have any products or any of Applicant's premises been the subject of comment or complaint by any government agency or department in the past 5 years?  Yes  No

- (b) Have any products been recalled due to an error in manufacturing, labelling or packaging in the past 5 years?  Yes  No

- (c) Have any products been recalled due to actual, threatened or suspected malicious alteration in the past 5 years?  Yes  No

- (d) Have any products been recalled due to actual, threatened or suspected malicious alteration in the past 5 years?  Yes  No

- (e) Have any products been recalled in the past 10 years?  Yes  No

- (f) Has the Applicant had any Product Liability claims in the past 5 years?  Yes  No

If yes, please describe below or attach details:

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- (g) Does the Applicant, its directors, officers or any other person to the knowledge of the Applicant have knowledge of or information about any fact or circumstance which may reasonably give rise to a claim under the proposed policy?  Yes  No

If 'Yes' please provide details:

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(h) Has any Insurer:

- (i) declined to insure the Applicant in respect of any coverages proposed for herein?  Yes  No

- (ii) cancelled or refused to renew the Applicants insurance?  Yes  No

- (iii) Imposed special terms to insure the Applicant?  Yes  No

If 'Yes' to any of the above, please provide details including name of insurer:

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- (i) The answers you have provided to the above questions usually provide sufficient information for a proper consideration of your application, however, if there are any matters which are material to the risk to which this Application relates, you must disclose those fact to us in the space provided below:

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## Declaration

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I declare that I have made all necessary enquiries into the accuracy of the responses given in the Proposal Form and confirm that the statements and particulars in this Proposal Form are true and complete and that no material facts have been omitted, misstated or suppressed. I acknowledge receipt of the Important Notices and confirm that I have read and understood them. I confirm that I am authorised by the Applicant to complete, sign and submit this Proposal Form on behalf of the Applicant.

Signed

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Print Name

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Title

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Dated

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