

# PRplus Proposal Form

---

## Applicant Information

1. a. Name of Applicant to be insured under this Policy:

\_\_\_\_\_

b. Applicant's mailing address:

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

c. Applicant's website address: \_\_\_\_\_

## Financials

2. a. Actual total turnover for the last 12 months: \$ \_\_\_\_\_  
 b. Estimated turnover for the next 12 months: \$ \_\_\_\_\_

## Product Overview (attach additional pages as needed)

3. a. Products	% of Total Sales	Commercial or Consumer End User
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. If you sell to retailers, how many stores do you sell to? \_\_\_\_\_

c. What percentage (%) of products are sold as components? \_\_\_\_\_%

d. Does the Applicant manufacture, bottle or pack for any third parties?  Yes  No

## Product Details

4. a. Have any of the Applicant's products ever been reworked due to a suspected defect?  Yes  No

b. Do any of the Applicant's products include rechargeable batteries, power adaptors or power packs?  Yes  No

c. Is a batch coding system utilised?  Yes  No

d. Can all products be tracked so that the source and destination of individual batches can be identified?  Yes  No

e. Does the Applicant have full recovery rights (including cost of goods and any consequential loss) against all suppliers in the event of a recall?  Yes  No

## Importers (where applicable)

5. a. What percentage of the Applicant's finished products are manufactured by third parties? \_\_\_\_\_%

b. Please list countries of import and % of turnover for each country?  
 \_\_\_\_\_  
 \_\_\_\_\_

c. What is the maximum batch size of any product purchased from a suppliers? \$ \_\_\_\_\_

d. (i) Does the Applicant perform site visits on all suppliers?

Yes  No

If Yes, please provide details:

---



---

(ii) Are products tested in country of manufacture prior to shipping?

Yes  No

If Yes, please provide details:

---



---

**Manufacturers (where applicable)**

6. a. Does the Applicant have a written, in force Quality Assurance Plan?

Yes  No

b. Are Quality Assurance audits performed by independent third party parties?

Yes  No

c. What is the maximum batch size?

\$ \_\_\_\_\_

d. Does the Applicant perform product safety testing on all: raw materials? end products?

Yes  No  
 Yes  No

**History**

7. a. Have any products or any of the Applicant's premises been the subject of comment or complaint by any government agency or department in the past 5 years?

Yes  No

b. Has the Applicant or any of its division or subsidiary companies had any actual, threatened or suspected errors in manufacturing, design, labeling or packaging in the past 5 years?

Yes  No

c. Has the Applicant or any of its division or subsidiary companies had any actual, threatened or suspected tamperings, extortions, Kidnappings, Wrongful Detention or Hijackings in the last 5 years?

Yes  No

d. Has the Applicant had any statutory fines or penalties during the last 5 years?

Yes  No

e. Has the Applicant had any product recalls or withdrawals during the last 5 years?

Yes  No

If yes, please provide details:

---



---



---



---

**Declaration**

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

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

## **IMPORTANT NOTICES**

### ***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***

Liberty International Underwriters (LIU) is a trading name of Liberty Mutual Insurance Company, which is a company incorporated in the United States. It is a member of Boston-based Liberty Mutual Group (LMG). LIU Australia's head office contact details are:

Address: Locked Bag 18, Royal Exchange NSW 1225, Australia  
Phone : +61 2 8298 5800

LIU is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information. LIU collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. LIU passes it to third parties involved in this process such as LIU's related companies, reinsurers, agents, loss adjusters and other service providers. We may store your information with third party cloud or other types of networked or electronic storage providers. Third parties may be located locally or overseas in the United States, Canada, United Kingdom, Singapore, Hong Kong and Malaysia. Your information may be transferred to countries without comparable privacy laws if it is reasonably necessary to provide you with the products or services you seek from LIU. If you do not provide the personal information LIU or other relevant third parties require to offer you specific products or services, LIU may not be able to provide the appropriate type or level of service.

If you wish to gain access to or correct your personal information, make a privacy complaint, or if you have any query about how LIU collects or handles your personal information please write to LIU's Privacy Officer at the address above or by emailing: [privacy.officer.ap@libertyiu.com](mailto:privacy.officer.ap@libertyiu.com). To obtain a copy of LIU's Privacy Policy go to LIU's website ([www.liuaustralia.com.au](http://www.liuaustralia.com.au)) or request a copy from LIU's Privacy Officer.

When you give LIU personal or sensitive information about other individuals, LIU relies on you to provide its Privacy Notice to them. If you have not done this, you must tell LIU before you provide the relevant data.

### ***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 intimated 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.