

**Contaminated Products Insurance Proposal Form**

Proposal form for Companies with an annual turnover less than A\$100,000,000.

Please carefully read the IMPORTANT NOTICES section on the next page. If there is insufficient space, please provide details on a separate page.



**Liberty**  
International  
Underwriters

## 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 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.

## Contaminated Products Insurance

1. Full name of Applicant to be Insured: \_\_\_\_\_  
 \_\_\_\_\_
2. ABN: \_\_\_\_\_
3. Applicant's mailing address: \_\_\_\_\_  
 \_\_\_\_\_
4. Applicant's Website: \_\_\_\_\_

5. Actual Turnover for the last 12 months: \$ \_\_\_\_\_
- Estimated Turnover for the next 12 months: \$ \_\_\_\_\_
- Estimated Gross Earnings for the next 12 months: \$ \_\_\_\_\_

**If turnover is greater than A\$100,000,000 an Addendum will need to be completed prior to binding cover**

6. Are any products exported to New Zealand, Europe, USA or Canada?  Yes  No
- Are any products exported elsewhere in the world?  Yes  No
7. Details of products to be included under this policy:

Product (s)	% of Total Sales	Your Involvement (Retail, Wholesaler, Manufacturer)

Do any products to be covered under this policy include fish, seafood, meat, poultry, cheese, unpasteurised juices or milks, pharmaceuticals or restaurant risks?  Yes  No

**If 'Yes' an Addendum will need to be completed prior to binding cover**

8. What percentage of products are:  Sold as ingredients  Sold as stockfeed
9. Do you contract manufacture for other companies?  Yes  No
- If yes, value of product manufactured: \$ \_\_\_\_\_
10. Total number of plant/facilities:  In Australia & NZ  In USA  Elsewhere
- What is the maximum daily output for any plant/facility: \$ \_\_\_\_\_
- What is the maximum daily output for any one production line: \$ \_\_\_\_\_
11. 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
12. Does the Applicant's Food Safety Procedures incorporate a written Hazard Analysis and Critical Control Point (HACCP) programme for all products?  Yes  No
- Has this HACCP programme been certified by an independent third party in the last twelve months?  Yes  No
- During the last HACCP audit, were there any critical non-conformances?  Yes  No
13. Does the Applicant, its directors, officers or any other person to the knowledge of the Applicant have or in the past have had knowledge of any, threatened or suspected recalls, extortions, tamperings, contaminations, Alleged Contaminations, Government Recalls, Intentionally Impaired Ingredients, Kidnappings, Wrongful Detentions or Hijackings involving any of the Applicant's products during the last five (5) years?  Yes  No
14. Has the Applicant had any statutory fines or penalties during the last five (5) years?  Yes  No

### 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** \_\_\_\_\_ **Dated** \_\_\_\_\_