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**Contaminated  
Products Insurance**

**PROPOSAL FORM**

[libertyspecialtymarkets.com.au](http://libertyspecialtymarkets.com.au)



**Liberty**  
Specialty Markets



#### 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 NOTICE

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited) (**Liberty**). It is a member of Boston-based Liberty Mutual Group. Liberty Australia's head office contact details are:

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

Liberty is bound by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles when it collects and handles your personal information.

Liberty collects personal information, including from insurance brokers, in order to provide its services and products, manage claims and for purposes ancillary to its business. Liberty passes it to third parties involved in this process such as Liberty'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 Liberty. If you do not provide the personal information Liberty or other relevant third parties require to offer you specific products or services, Liberty 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 Liberty collects or handles your personal information please write to Liberty's Privacy Officer at the address above or by emailing: [privacy.officer.ap@libertyglobalgroup.com](mailto:privacy.officer.ap@libertyglobalgroup.com). To obtain a copy of Liberty's Privacy Policy go to Liberty's website ([www.libertyspecialtymarkets.com.au](http://www.libertyspecialtymarkets.com.au)) or request a copy from Liberty's Privacy Officer.

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

#### SUBROGATION

If Liberty grants indemnity under this policy then Liberty 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 Liberty (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 Liberty's position or potential or actual rights of recovery against any parties.

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

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

5. Actual Turnover for the last 12 months: 

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- Estimated Turnover for the next 12 months: 

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6. Details of products to be included under this policy:

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

7. If you sell to retailers, how many stores do you sell to? Woolworths:  Coles:  Aldi:  IGA:  other:

8. Are any ingredients or finished products imported? If yes please advise below: Yes  No

Country	Good/ Use of Goods	Value

9. What percentage of products are: UHT (ultra heat treated):  Sold as ingredients:  Sold as stockfeed:

10. Do you contract manufacture for other companies? Yes  No   
If yes, value of product manufactured: 

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11. Total number of plant/facilities: In Australia & NZ:  In USA:  Elsewhere:   
What is the clients maximum batch size in A\$: 

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What is the maximum daily output for any one production line in A\$: 

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12. 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

13. 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

14. Do any of the Applicant's products make an 'allergen free declaration'? Yes  No

Does the Applicant have a vendor quality assurance plan in place that includes allergen management expectations? Yes  No

15. 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

16. Have any of the Applicant's product been subject to a product withdrawal or recall in 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: \_\_\_\_\_ Date: \_\_\_\_\_