

# Public & Products Liability Proposal Form

## IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

## DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

### What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

### Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the Policy.

### What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the Policy and/or reduce our liability under the Policy in respect of a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

## UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/Insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984.

## PRIVACY STATEMENT

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

### Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

### What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

### How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

### Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au).

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

### More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available at our website [www.archinsurance.com.au](http://www.archinsurance.com.au) or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

**Privacy complaints:** We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,  
Arch Underwriting at Lloyd's (Australia) Pty Ltd,  
Level 10, 155 Clarence Street, Sydney NSW 2000

or email [complaints@archinsurance.com.au](mailto:complaints@archinsurance.com.au)

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

**Your Choices:** By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

## PROPOSAL FORM

<b>Name of Insured:</b>	
<b>ABN:</b>	
<b>Name of Broker:</b>	

### 1. GENERAL INFORMATION

**Principal Address**

**Number of Years in Business**

**Company Web site:**

**Existing Policy Due Date:**

**Limit of Liability required;**

<b>Public Liability</b>	\$ _____
<b>Products Liability</b>	\$ _____

(a) Full details of Business Activity and interests of each named Insured

(b) Please provide/attach a current asset schedule and occupancy details for all property to be covered.

### 2. DETAILS OF WAGES & TURNOVER

STATE	WAGES		TURNOVER	
	Actual last 12 Months	Estimated Next 12 months	Actual Last 12 months	Estimated next 12 months
ACT	\$			\$
NORTHERN TERRITORY	\$			\$
NSW	\$			\$
QUEENSLAND	\$			\$
SOUTH AUSTRALIA	\$			\$
TASMANIA	\$			\$
VICTORIA	\$			\$
WESTERN AUSTRALIA	\$			\$
OVERSEAS	\$			\$
<b>TOTAL</b>	<b>\$</b>			<b>\$</b>

**Percentage split for the following:**

Importing	%	Installations	%
Manufacturing	%	Service/ maintenance	%
Wholesaling	%	Retailing	%
Other (please advise)			%

**3. EXPORTS**

Where sales/ products are made/ exported overseas, please supply details below:

Exported To	Product Description	End Use	Annual Turnover \$

N.B. Any insurance for exports to USA and/or Canada may require completion of a separate declaration.

**4. IMPORTS**

(a) Does the Insured import raw materials, component parts or products where the manufacturer is not represented in Australia? Yes  No

Country imported from	Product Description	End Use	Annual Turnover \$

(b) Has the Insured, in the last 12 months, or intends in the next 12 months, to produce any new products? Yes  No   
 If YES, please provide details;

Product Description	End Use

**5. ARTG REGISTRATION/LISTING**

(a) Are any of the Insured's products required to be 'registered' (AUST R) or 'listed' (AUST L) on the Australian Register of Therapeutic Goods (ARTG)? .....Yes  No

If yes, please attach a product listing of same and specifying which category (R or L) - *insurance cover may be excluded on these products.*

**6. ADVICE, DESIGN OR SPECIFICATION**

- (a) Does the Insured provide any advice, design or specification on its Products to third parties
  - (i) for a fee? ..... Yes  No
  - (ii) for no fee? ..... Yes  No
 If Yes, please provide details: \_\_\_\_\_
  
- (b) Is any advice given on the Insured’s Product(s) by anyone other than its own employees? ..... Yes  No 
 If Yes, please provide details: \_\_\_\_\_
  
- (c) Does the Insured maintain strict guidelines in respect of advice given by employees or others? ..... Yes  No 
 What type of advice is given and by whom? \_\_\_\_\_
  
- (d) Does the Insured design its own Products? ..... Yes  No
  
- (e) Is there a Design Team or Research and Development Team? ..... Yes  No 
 If Yes, please advise number of staff and qualifications (generally): \_\_\_\_\_
  
- (f) Provide details of estimated annual payroll (including principals, directors, partners) split:
 

Clerical	\$ _____	No.	of	Staff: _____
Management	\$ _____	No.	of	Staff: _____
Sales	\$ _____	No.	of	Staff: _____
Skilled Tradesmen	\$ _____	No.	of	Staff: _____
Unskilled Workers	\$ _____	No. of Staff: _____		
Technical / Professionals	\$ _____			

**7. QUALITY ASSURANCE /QUALITY CONTROL INFORMATION**

- (a) Please advise the quality management system each site is currently operating under (eg ISO9000 series, HACCP, GMP etc.)

Quality Assurance Accreditation or Risk management System accreditation	Date of last Audit	Name of Audit / Testing entity

Please attach / supply a copy of the most recent external Quality Audit Certification or report and a copy of any corrective action plan relevant to that Quality Audit

- (b) If the Insured has its own Internal Quality Assurance system please advise details.:

\_\_\_\_\_

\_\_\_\_\_

Supporting Documents where the Insured has Internal QA system, or if unknown, please provide details and copies of documents for:

- (i) Raw Material Sourcing and Testing
  - (ii) Manufacturing process controls
  - (iii) Finished product testing
  - (iv) Customer complaints including measures taken to avoid recurrence
  - (v) Please provide a copy of a HACCP table (if applicable) for two different product lines
  - (vi) Have there been any product incidents which have resulted in either a recall of that product or having considered a recall of that product, within the last 10 years? ..... Yes  No
- If Yes, please advise product, reason for recall, date of recall, recall method utilised, and cost of recall.

**8. CONTRACTORS & SUB CONTRACTORS**

- (a) Are any Labour Hire Personnel, Contractors or Sub-Contractors engaged? ..... Yes  No
- If Yes, please provide annual payment details and services provided

Clerical &/or 'white collar'	\$
Cleaning & Security personnel, technicians/repairers etc. - temporary (own premises)	\$
All other subcontractors – advise activities	\$

- (b) Are ALL Labour Hire Personnel, Contractors or Sub-contractors required to indemnify the Insured as a Principal under their Liability & Workers Compensation policies? ..... Yes  No
- If yes, please provide details of procedures in place to ensure compliance with these requirements.

**9. LABOUR HIRE**

- (a) Does the Insured use personnel supplied by labour hire companies to perform work in their business operations? ..... Yes  No
- If YES, please provide annual payment details and scope of activities

Clerical &/or 'white collar'	\$
All other labour hire personnel (advise activities)	\$

- (b) Please provide copies of the indemnity and insurance clauses of agreements entered into with the labour hire company.

**10. CARE, CUSTODY AND CONTROL**

Does the Insured have property in its care, custody or control? ..... Yes  No

**Note: Cover is limited to the standard \$500,000 sub-limit unless we have agreed in writing to a higher amount.**

If Yes, please provide brief details including the total value of the property.

**11. WELDING OR HOTWORKS**

Is welding or hotworks performed by the Insured?  Yes  No

If Yes , Please advise to which Standard the Insured operates: -

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If Yes, please detail type of work:

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**12. POLLUTION EXPOSURE**

(a) Are any emissions and/or trade wastes produced on-site? ..... Yes  No

If Yes,

(i) How are they disposed of?

(ii) Does the disposal process require licensing by local/municipal authority or EPA? ..... Yes  No



**13. ADVERTISING**

(a) Estimated annual advertising expenditure contemplated for:

Press	\$ _____	Television	\$ _____
Radio	\$ _____	Internet	\$ _____
Other	\$ _____		

(b) Describe all advertising contemplated within the next twelve months

(c) Will an Advertising Agency be used? ..... Yes  No

**14. OTHER INFORMATION**

- (a) Ownership, operation, charter or occupancy of:  Yes  No
- (b) Any aircraft ..... Yes  No
- (c) Any watercraft ..... Yes  No
- (d) Any aircraft landing areas ..... Yes  No
- (e) Any railway sidings on your premises ..... Yes  No
- (f) Any boiler or pressure vessels ..... Yes  No
- (g) Any unregistered mobile plant/ vehicles eg. Forklifts ..... Yes  No

Please provide details/ schedule to any YES responses

**15. LIABILITY ASSUMED UNDER CONTRACT**

Does the Insured assume liability under contract or hold others harmless (other than lease liability?) Yes  No

If Yes, please provide details and attach copies of all agreements.

**16. CLAIMS**

After enquiry with existing and/or prior insurers, please detail any liability claim made against the Insured in the last 7 years (whether insured or not).

Date of Loss	Name of Insurer (if any)	Name of Claimant	Details	Total Incurred	Is Matter Finalised or Outstanding?

**17. INSURANCE HISTORY**

Has any insurer ever declined, refused to renew, cancelled or imposed special terms or conditions to any proposal, renewal or policy held by the Insured? ..... Yes  No

If Yes, please provide full details

**DECLARATION**

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the Duty of Disclosure. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

*Signing of this Proposal does not bind the proposer or the insurers to complete or enter into a Policy. The proposal form should be signed by the Chef Executive Officer (Managing Director), Chairman or Chief Risk Officer and/or Chief Financial Officer (or equivalent).*

<b>Name and Title</b>	
<b>Date</b>	
<b>Signature</b>	