

CHILDCARE PROVIDERS INSURANCE NEW BUSINESS APPLICATION FORM

Complete this application for the following covers:

Eligible Contracts	Personal Accident for Volunteers and Personal Accident for Children
Non-eligible Contracts	Public & Products Liability and Professional Indemnity Insurance, Property Insurance and Management Liability Insurance

IMPORTANT NOTICE: PLEASE READ & RETAIN IN YOUR FILE

This is a generic form, not all of the above policies may be included in your current coverage and please note only the policy/ (ies) currently insured form part of this renewal.

If you require information about any policy not insured under your current Amazon Underwriting Child Care Providers Program please seek advice from your Broker. A different application may be required.

Renewal of your Amazon Underwriting Child Care Providers Insurance Policy will be based on information provided in your previous applications together with any change to that information notified in this renewal application so if you are unsure about any aspect of the information previously provided please refer back to the application(s) previously provided.

For the purpose of this application the term **You / Your** means the:

- Named Insured and Subsidiaries as defined in definition 2.25 of the **Amazon Underwriting Childcare Providers Combined Liability Policy**
- Named Insured and Subsidiaries as defined in definition 27 of the **Amazon Underwriting Childcare Providers Group Personal Accident Insurance Policy**
- Persons as defined in the General Policy Conditions of the **Amazon Underwriting Childcare Providers Property Insurance Policy**
- Company as defined in the Definitions of the **Amazon Underwriting Management Liability Insurance Policy**

For the purpose of this application the term **We / Our / Us** Amazon Underwriting Pty Ltd (Amazon Underwriting) and/or certain Underwriters at Lloyd's (Combined Liability, Personal Accident and Management Liability) or XL Catlin Australia (Property).

Your Duty of Disclosure

Before you enter into an insurance contract, You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

This duty applies until (as applicable) We first agree to insure You, or We agree to any variations, extensions, reinstatements or renewal.

Duty of disclosure when applying for this policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. We may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If We do this, You must tell us about any change or tell us that there is no change.

If You do not tell us about a change to something You have previously told us, You will be taken to have told us that there is no change.

You do not have to tell Us about any matter

- a) that reduces the risk we insure You for; or
- b) is of common knowledge; or
- c) We know or should know as an Insurer; or
- d) we waive Your duty to tell us about.

If You do not tell us something

If You do not tell us anything You are required to, we may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Reminder - Your duty of disclosure

You have previously been given notice informing You of Your duty of disclosure in relation to a general insurance contract. This is a duty to tell Us about anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until we agree to insure You.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Surrender or Waiver of Any Right of Contribution or Indemnity

Where another person or company would be liable to compensate the Insured or hold the Insured harmless for part or all of any Loss or damage covered by the policy, but the Insured has agreed with that person or company either before or after the inception of the policy that recovery of any Loss or damage from that person or company would not be sought, the Insured will not be covered under this policy for any such Loss or damage.

Contracts by Insured Affecting Rights to Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because the Insured is a party to an agreement which excludes or limits rights to recover damages from a third party in respect of that Loss, signature of any such agreement may place the indemnity under the proposed contract of Insurance at risk.

Privacy Policy

At Amazon Underwriting, We and the Insurer are committed to protecting your privacy in accordance with the Privacy Act, 1998 (Cth). This Privacy Policy describes our/the Insurers' current policies and practices in relation to the handling and use of Personal Information.

What information do We collect and how do We use it?

At Amazon Underwriting, We collect personal information that is necessary to provide and manage the products or services We offer on behalf of an insurer, develop and identify products and services that may interest you and to conduct market or customer satisfaction research. As an agent of an insurer, We may collect the personal information on behalf of an insurer, which may sometimes be located overseas.

Generally, We will collect both personal and sensitive information. Insurers may pass on personal and sensitive information to their reinsurers or other persons, e.g. loss adjusters, medical advisers, claims consultants, lawyers and other advisers. Some of these companies are located outside Australia. We may also disclose your personal and sensitive information to a premium funder if premium funding is to be arranged on your behalf.

We may use your personal information internally to help us improve our services and help resolve any problems.

What if you don't provide some information to us?

Insurance law requires you to provide your insurers with all the information they need in order to be able to decide whether to insure you and on what terms.

How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we/the Insurer hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We endeavor to protect any personal information that we hold from misuse and loss, and to protect it from unauthorized access, modification and disclosure.

We do not sell, trade, or rent your personal information to others.

We may need to provide your information to contractors who supply services to us, e.g. to handle mailings on our behalf or to other companies in the event of a corporate sale, merger, reorganization, dissolution or similar event. However, we will do our best to ensure that they protect your information in the same way that we do.

We may provide your information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits.

How can you check, update or change the information we are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate.

If you wish to access or correct your personal information please write to the Privacy Officer, 52 Chisholm Street, Darlinghurst NSW 2010. We do not charge for receiving a request for, or providing access to, personal information or for complying with a correction request.

ADDITIONAL INFORMATION

Inadequate Space to Answer

If there is inadequate space to answer our Questions on this application form, please provide the additional information on a separate sheet of paper. Please also attach any brochures, promotional pamphlets or other publications relevant to this application for Insurance.

What if you don't provide some information to us?

Insurance law requires you to provide your insurers with all the information they need in order to be able to decide whether to insure you and on what terms – please refer to the relevant Duty of Disclosure information above.

YOU/YOUR -THE INSURED

1. Please provide details of the proposed Insured including trusts and / or trading names.
Please note The Definition of **You/Your** in the policy includes the Insured Named below and any subsidiary company (including subsidiaries thereof) therefore there is no need to list subsidiaries of the companies listed below.
You are however required to declare all business activities and turnover (refer Questions 7 & 8) for your entire business including all subsidiaries for which coverage is proposed.
 Insured Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Email Address: _____

2. Please provide details of other parties that require coverage under the Public and Products Liability Policy or Property Policy, this may consist of financiers; property owners, principals for who you are providing service and the like.
 Coverage afforded to the entities / persons noted below will only apply to the vicarious liability arising out of Your business.

3. Please select and tick the legal status of the above Insured's:
 Private Company Public Company Incorporated Not for Profit Organisation
 Other (please describe) _____

4. Are you registered for GST purpose? Yes No
If 'yes', what is your ABN _____ **If 'no',** please provide Tax Credit _____%

5. If you are a not for profit organisation are your insurance premiums stamp duty exempt? N/A Yes No
If 'yes', please provide Certificate Date ____/____/____ and Number _____
 When was your Business as noted in question 1 established? ____/____/____

6. Period of Insurance ____/____/____ to ____/____/____ 4.00 p m (Eastern Standard Time)

YOUR BUSINESS

- 7a. Please provide full details in respect of the Business activities / the profession of those companies noted in Question 1 including subsidiaries. If more than one, please tick all appropriate boxes):

	Licenced No. of Children		Licenced No. of Children
<input type="checkbox"/> Long Day Care	_____	<input type="checkbox"/> Outside School Hours Care	_____
<input type="checkbox"/> Vacation Care	_____	<input type="checkbox"/> Occasional Care	_____
<input type="checkbox"/> Pre- School/Kindergarten	_____	<input type="checkbox"/> Home based Care	_____

NB: If you have selected any of the above service types you must indicate the maximum number of children allowable under your Child Care license for each type of childcare service you have nominated that you operate.

Nanny	<input type="checkbox"/>	Babysitter	<input type="checkbox"/>
Mother craft Nurse	<input type="checkbox"/>	Mothers Helper	<input type="checkbox"/>
Au Pair	<input type="checkbox"/>	Babysitting Agency	<input type="checkbox"/>
Nanny Agency	<input type="checkbox"/>	Other	<input type="checkbox"/> please provide details in 7b
Indoor Play Centre	<input type="checkbox"/> What is the maximum number of children allowed in the centre: _____		

Property Owner but not operator of the childcare service (If you are a Property Owner but not operator, please indicate above which type of childcare service the tenants operate from your property): _____

- 7b. If you are involved in any other Business or profession for which you require coverage under this application (proposed Insurance) please provide details for the Insurer's consideration:-

8. Please provide details of the Turnover (Revenue) for all Business activities/profession noted in Question 7a + 7b above.

▪ Estimated Turnover (Revenue) current financial year	\$ _____
▪ Actual Turnover (Revenue) during the last financial year	\$ _____
▪ Actual Turnover (Revenue) during the previous financial year	\$ _____

9. For the calculation of **Stamp Duty** please indicate your Turnover (Revenue) in percentage terms split by state :-

STATE	NSW	VIC	QLD	SA	WA	TAS	NT	ACT
PERCENTAGE								

10. Estimated Annual Payroll Split as follows:

• Principals / Partners	No _____	Wages \$ _____
• Office Staff	No of Staff _____	Wages \$ _____
• Childcare workers	No of Staff _____	Wages \$ _____
• Other – List Type _____	No of Staff _____	Wages \$ _____
Total		Total \$

11. Do you anticipate or do you regularly use contractors or labour hire? Yes No
 If 'yes', please provide annual contract value: \$ _____

COMBINED LIABILITY INSURANCE AND PERSONAL ACCIDENT INSURANCE

12. Do you comply with the Occupational Health and Safety Legislation and Childcare? Yes No
Please also advise if there are any other standards adhered to:

12a. Since commencement of the business, have you ensured that and recorded that all staff and volunteers have been cleared by the police to work with children? Yes No
 If No, why not? _____

12b. Do all current staff have an unexpired Working With Children Card? Yes No
If "no" please advise why not:

13a. Are you required to comply with the Childcare Quality Assurance System? Yes No

13b. If you answered 'yes' in Question 13a are you Accredited? Yes No N/A

13c. If you answered 'no' in Question 13b, is this because you:

- i. are a new service and have not yet completed the Accreditation process? Yes No N/A
 ii. did not meet the standard required for Accreditation? Yes No N/A

14. Is a person who holds a current approved first aid qualification on the premises of the service at all times while the children provided with the services are on the premises? Yes No

15. Do you take the children on excursions? Yes No
If "yes", please provide details:

16. Is all equipment including playground equipment maintained and checked on a regular basis and do all soft landing surfaces comply with local council regulations? Yes No N/A
If 'no', please provide details of upgrades required:

17. Do you ensure that, and record that all staff and volunteers have been cleared by Crimtac or the police to work with children? If "no" please advise why not: Yes No N/A

18. Do you require Combined Liability Insurance? ___ Yes No *If no please go to Q27. If yes please answer Q19 to Q26*

19. What public & products liability and professional indemnity limit do you require:

\$5 million \$10 million \$20 million

20. **Excess.** Please nominate the excess required for Public & Products Liability and Professional Indemnity:

\$250 \$500 \$1,000 \$2,500

21. Location/s of Premises owned or occupied for the purpose of conducting your Business.

Address / Location	Owned or Leased	Purpose Built
	Owned <input type="checkbox"/> / Leased <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Owned <input type="checkbox"/> / Leased <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Are all the buildings noted in Q21 in good repair and comply with Local Council Regulations? Yes No

If 'no', please provide details of upgrades required and when upgrades will be completed:

22. Will you be undertaking any demolition / construction / renovation activity during the next twelve months? Yes No

If "yes" please provide details including total contract value

23. Do you assume liability under contract or hold harmless agreement or assume a duty or obligation by way of contract, warranty, guarantee which exceeds your liability in the absence of such contract, warranty or guarantee Yes No

If "yes" and you want the insurer to consider an offer of insurance under the policy please provide details and attach the relevant contract to this application, please note special terms may apply

24. Are you or any related Association such as parents and friends involved in fundraising activities such as Community Fair, Fete or Car Boot Sales, Farmers Market, Carols by Candlelight, Dinner Dance and the like? Yes No

If 'yes', please provide details:

25. Do you presently carry Professional Indemnity Insurance? Yes No

If 'yes', please provide the following details:

Insurer: _____ Policy Number _____

Date: ____ / ____ / ____

Limit of Indemnity: \$ _____

For how many years have you continuously held Professional Indemnity Insurance? _____ Years

26. **Optional Extensions Public & Products Liability and Professional Indemnity:**

Retroactive cover: Do you require the insurer to provide retroactive cover to facilitate the transfer from your previous claims made policy to the proposed Occurrence based policy wording? Yes No

Crises Cover: Yes No

Statutory Liability Fines and Penalties: Yes No

GROUP PERSONAL ACCIDENT FOR CHILDREN

27. Would you like Group Personal Accident for Children cover? Yes No

If no, please go to Q28.

GROUP PERSONAL ACCIDENT FOR VOLUNTEERS

28. Would you like Group Personal Accident for Volunteers cover? Yes No

If no, please go to Q29. If yes, please advise the following:

How many volunteers donate their time and talents to your childcare service? _____

PROPERTY INSURANCE

29. Would you like Property insurance? *If no please go to Q38. If yes please complete Q30 to Q37.*

Yes No

30. **Your Premises.** Please enter the details per situation to be insured.

No	Address	Age	CONSTRUCTION – what are they made of?				FIRE PROTECTION			
			Walls	%	Roof	%	Floor	%	Sprinklers	Detectors
1									Y / N	Y / N
2									Y / N	Y / N
3									Y / N	Y / N
4									Y / N	Y / N

31. **Security.** Please enter the security details per situation.

No	Deadlocks an/or key lockable patio bolts on all external doors	Bar/Grills and /or key operated window locks on all external windows	Monitored Burglar Alarm	Local Sounding Burglar Alarm	Safe
1	Y / N	Y / N	Y / N	Y / N	Y / N
2	Y / N	Y / N	Y / N	Y / N	Y / N
3	Y / N	Y / N	Y / N	Y / N	Y / N
4	Y / N	Y / N	Y / N	Y / N	Y / N

32. **Schedule of Assets**

This policy insures Buildings and/or Contents for reinstatement or replacement. Please enter the sums insured per situation.

No	Building	Contents (including Stock)
1	\$	\$
2	\$	\$
3	\$	\$
4	\$	\$
Total	\$	\$

* Shade Sails are subject to depreciation – please refer to the policy wording.

33. **Shade Sails**

33a. Do you have Shade Sails?

If yes:

- i) how many? _____
- ii) have they been professionally installed? Yes No
- iii) What workmanship warranty did the installer give you? _____ (years)

34. **Business Interruption**

Yes No

No	Gross Revenue/Turnover (incl rental income)	Loss of Wages	Outstanding Accounts Receivable	Additional Increased Cost of Working	Claims Preparation Costs	Other
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

a) Indemnity Period 12 months 18 months 24 months

35. Flood Information

a) Do you require flood cover on any of the situations listed in Q30? Yes No

If no go to Q35. If yes please indicate which situation/s:

Situation 1 Situation 2 Situation 3 Situation 4

b) Have any of the situations nominated for flood cover ever been flooded? Yes No

If yes please provide details:

No	Year	Description of Damage	Cost	Action taken to mitigate re-occurrence
1			\$	
2			\$	
3			\$	
4			\$	

c) What flood sublimit do you require (maximum of \$500,000)

\$100,000 \$200,000 \$300,000 \$400,000 \$500,000

36. Sublimits

Please enter the sublimits and/or inclusions you require for the following. If there is more than one situation, the same sublimit will apply for each situation. If this is not correct, please provide details on a separate sheet of paper: **Sublimit/Inclusion**

a) Accidental Damage Yes No

If yes please nominate the limit: \$25,000 Other \$ _____

b) Removal of Debris Yes No

If yes please nominate the limit: \$25,000 Other \$ _____

c) Burglary Yes No

If yes please nominate the limit: \$10,000 \$20,000 Other \$ _____

d) Money Yes No

If yes please nominate the limit: \$1,000 \$2,000 Other \$ _____

e) Damage to Glass (Replacement) Yes No

f) General Property (mobile phones are excluded) Yes No

▪ If yes please specify the items:

No	Item eg Camera	Make, Model, Serial Number	Sum Insured
1			\$
2			\$
3			\$
TOTAL			\$

g) Machinery Breakdown Yes No

If yes please nominate the limit: \$5,000 \$10,000 Other \$ _____

h) Electronic Breakdown Yes No

If yes please nominate the limit: \$5,000 \$10,000 Other \$ _____

i) Data Replacement Cost Yes No

If yes please nominate the limit: \$ _____

ii) Increased Cost of Working Yes No

If yes please nominate the limit: \$ _____

37. Are any of the properties listed in Q30 your primary place of residence? Yes No

38. **Excess.** Please nominate the excess required: \$250 \$500 \$1,000

MANAGEMENT LIABILITY INSURANCE

39. Would you like Management Liability Insurance? Yes No
If no please go to Q50. If yes please complete Q39 to Q49.

40. What is the name of the Holding Company? _____

41. Does the Holding Company engage in any other business activities other than the business activities described in questions 7a. and 7b.? Yes No

a. If yes, please describe: _____

42. Has the Holding Company been in operation for more than 12 months? Yes No

43. Is the Holding Company solvent? Yes No

44. Does the Holding Company have an existing Management Liability Policy? Yes No

a. If yes, what date did this policy first commence? _____

b. What is the current limit of liability? \$ _____

45. What Management Liability limit of liability do you require: \$1 million \$2 million \$5 million

46. Do you require Employment Entity Liability? Yes No
(must take Management Liability as cannot offer stand alone Employment Entity Liability)

47. What Employment Entity Liability limit of liability do you require: \$500,000 \$1 million

48. Are you planning any redundancies or retrenchments that would effect more than 5 employees in the next 12 months? Yes No

49. Do you require Fidelity cover (sublimit \$100,000)? *If no, go to question 47)* Yes No

a. Does the Company segregate duties so that no one individual can control any of the following activities from commencement to completion without referral to others?

i. signing cheques, authorizing payments or issuing fund transfer instructions above \$5,000? Yes No

ii. refund of monies or return of goods above \$5,000? Yes No

iii. reconciling bank statements? Yes No

50. Do you require Tax Audit Costs? (sublimit \$20,000) Yes No

CLAIMS HISTORY

51. Are any of the Principals, Partners or Directors aware (after enquiry of all staff, managers and contractors) of any facts, incidents, accidents or circumstances that may give rise to a claim of the type to be Insured under any of the Insurances requested herein? Yes No

If 'yes', please provide details:

Name of Claimant	Particulars	Date of Claim	Estimated Quantum
			\$
			\$

52. Have you had any claims made against you and /or the business/company during the past 5 years?
 If 'yes', please provide details: Yes No

Name of Claimant	Particulars	Date of claim	Insurer	\$ Value of claim
				\$
				\$

53. Has any director or officer of the Company ever had proceedings (civil or criminal) instigated against them alleging misconduct or breaches of the law in their capacity as a director of officer or a company? Yes No
If yes, please provide full details using a separate attachments

54. In the last five (5) years, has the Company suffered any loss exceeding \$5,000 as a result of fraud or dishonesty committed by an employee? Yes No

DECLARATIONS AND SIGNATURE

In relation to any of the Insurances requested herein have you ever had an Insurer:-

- a) Decline a proposal? Yes No
- b) Impose special terms/exclusions? Yes No
- c) Decline to renew your Insurance? Yes No
- d) Cancel your Insurance? Yes No
- e) Impose a special excess on your Insurance? Yes No
- f) Reject a claim under a policy of insurance? Yes No

Have you been:-

- a) declared bankrupt or put into receivership or liquidation? Yes No
- b) charged with or convicted of a criminal offence? Yes No

If 'yes', please provide details: _____

To be completed by an authorised officer

For and on behalf of the Proposed Insured noted in Question 1.

I hereby declare that I have read the **Important Notice** and made all necessary enquiries into the accuracy of the responses given in this application and that the statements made and particulars in this application are true and this application does not misstate or suppress any material facts. I agree that this application form together with any other information supplied shall form the basis of any Contract of Insurance entered into. I undertake to inform the insurer of any material alteration to these facts whether occurring before or after completion of the Contract of Insurance.

Signature of Partner, Principal or Director:

Date:

X	
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**PLEASE SIGN AND DATE THIS DECLARATION ON THE DAY THE DECLARATION IS MADE.
 Signature of this form does not bind the applicant or the Insurer to complete the Insurance.**