

CHILDMINDERS INSURANCE NEW BUSINESS APPLICATION FORM

Complete this application for the following covers:

Non-eligible Contracts Public & Products Liability and Professional Indemnity 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**

For the purpose of this application the term **We / Our / Us** Amazon Underwriting Pty Ltd (Amazon Underwriting) and/or certain Underwriters at Lloyd's

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: _____
 Street 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 Sole Trader Partnership
 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. 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):

Nanny <input type="checkbox"/>	Babysitter <input type="checkbox"/>
Mother craft Nurse <input type="checkbox"/>	Mothers Helper <input type="checkbox"/>
Au Pair <input type="checkbox"/>	

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

COMBINED LIABILITY INSURANCE

11. What is the maximum number of children in care at any one time? _____
12. Since commencement of the business, have you ensured that and recorded that You and/or all staff/volunteers have been cleared by the police to work with children? Yes No
 If No, why not? _____
13. Do You and/or all staff/volunteers hold a current approved first aid qualification applicable to childcare workers? Yes No
 If No, why not? _____
14. Do you take the children on excursions? Yes No
If "yes", please provide details:

15. What public & products liability and professional indemnity limit do you require:
 \$5 million \$10 million \$20 million
16. **Excess.** Please nominate the excess required for Public & Products Liability and Professional Indemnity:
 \$250 \$500 \$1,000 \$2,500
17. **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

CLAIMS HISTORY

18. Are You (and if you have staff and/or volunteers, after enquiry of all staff and volunteers) aware 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
			\$
			\$

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

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

DECLARATIONS AND SIGNATURE

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

- | | | | |
|----|---|------------------------------|-----------------------------|
| a) | Decline a proposal? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) | Impose special terms/exclusions? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) | Decline to renew your Insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d) | Cancel your Insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e) | Impose a special excess on your Insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| f) | Reject a claim under a policy of insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Have you been:-

- | | | | |
|----|--|------------------------------|-----------------------------|
| a) | declared bankrupt or put into receivership or liquidation? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) | charged with or convicted of a criminal offence? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 person authorised to sign on behalf of the Proposed Insured: _____ 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.**