

PLAY CENTRE CAFE INSURANCE APPLICATION FORM

Complete this application for the following covers:

Non-eligible Contracts Public & Products Liability and Professional Indemnity Insurance and Property 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**
- 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 Insurance Broking Services Pty Ltd trading as Amazon Underwriting Agencies (Amazon Underwriting) and/or certain Underwriters at Lloyd's (Combined Liability, Personal Accident and Management Liability) or International Insurance Company of Hannover SE – Australian Branch (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, Suite 401, Level 4, 68 York Street, Sydney NSW 2000. 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.

8. What play equipment do you have in the play café? _____

9. Play Equipment and Toys

a. Has all your equipment including playground equipment been purchased in Australia from a retailer (not including an auction, or online seller such as ebay)? Yes No

If Yes,

i. Did it come with a warranty that complies with Australian Consumer law requirements? Yes No

ii. Have you retained purchase records? Yes No

iii. Does all equipment comply with Australian Standards and Regulations? Yes No

If No

i. which company did you purchase it from? _____

ii. which country is the company domiciled? _____

b. Is all equipment including play equipment checked by:

i. Staff Yes No , how often? _____

ii. Professional inspector Yes No , how often? _____

i. If yes:

1. Does the inspector provide a written report? Yes No

2. Do you retain this report on file? Yes No

3. Do you retain a copy of an insurance Certificate of Currency verifying the inspector has a current Public Liability policy? Yes No

c. Is all equipment including play equipment maintained on a regular basis? Yes No

i. If yes, how frequently? _____

ii. Do you retain a copy of an insurance Certificate of Currency verifying the maintenance person (s)/company (s) has a current Public Liability policy? Yes No

10. Supervision Procedures

a. Does any of the playground equipment obscure the line of sight of staff, volunteers or parents who are supervising the children's activities on the play equipment? (For example, if there is a tube slide or other enclosed area that is without a clear panel allowing vision of the child at all times they are using the equipment)? Yes No

b. Do you have procedures in place to ensure that:

i. Parents are made aware that they are responsible for the supervision of their children at all times? Yes No

ii. Staff check that the children are not wearing any of the following while using the equipment so that nothing can be caught in the equipment causing injury to the child or scratch another child:

1. Jewellery Yes No

2. Shoes or boots Yes No

3. Scarves or loose clothing around the neck Yes No

c. Do you have zip heaters, water heaters, kettles and any other vessels capable of holding boiling liquids that are accessible to children? Yes No

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

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

12. 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								

13. 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 \$ _____

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

COMBINED LIABILITY INSURANCE

15. Do you require Combined Liability Insurance? Yes No
If no please go to Q36. If yes please answer Q16 to Q35

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

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

18. 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

19. Will the venue be hired out for any functions? Yes No
 If Yes, please describe _____

Will alcohol be served at these functions? Yes No

20. Will the play centre run any classes eg gymnastics, sports lessons etc? Yes No
 If Yes, please describe _____

Will the instruction be given by:

- a) A contractor/s? Yes No
 If Yes, will the contractor/s hold their own public liability and professional indemnity insurance? Yes No
- b) Staff employed by the play centre Yes No

21. Do You have a Café, Snack Bar or Restaurant? Yes No
 If Yes, please provide Your estimated total Turnover for the coming period in relation to the
 Café, Snack Bar or Restaurant _____

22. Does it include Wok Cooking? Yes No

23. Does it include Deep Fryer? Yes No
 If yes, please advise the capacity (in litres) _____

24. Does the fryer/wok have an automatic thermostat cut off? Yes No

25. Are the filters and flues cleaned by professionals Yes No

26. How often are the filters and flues cleaned? _____

27. Please provide details of any fire protection available? _____

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

- \$10 million \$20 million

29. 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 Q29 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:

30. 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

31. 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

32. 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:

33. 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

34. 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

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

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

PROPERTY INSURANCE

36. Would you like Property insurance? Yes No

If no please go to Q45. If yes please complete Q37 to Q47.

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

No	Address	Age	CONSTRUCTION				FIRE PROTECTION			
			Walls	%	Roof	%	Floor	%	Sprinklers	Detectors
									Y / N	Y / N
									Y / N	Y / N
									Y / N	Y / N
									Y / N	Y / N

38. 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

39. 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)	Shade Sails*	Property in the Open Air
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
Total	\$	\$	\$	\$

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

40. Business Interruption

Yes No

No	Gross Profit (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

41. Flood Information

a) Do you require flood cover on any of the situations listed in Q37? Yes No

If no go to Q42. 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

42. 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: **Submit/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: \$ _____

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

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

CLAIMS HISTORY

45. 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
			\$
			\$
			\$

46. Have you had any claims made against you and /or the business during the past 5 years?

If 'yes', please provide details: Yes No

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 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.**