

CHILDCARE PROVIDERS INSURANCE RENEWAL APPLICATION FORM

Complete this application for the following covers:

Eligible Contracts	Personal Accident for Volunteers, Personal Accident for Children and Personal Accident for Parents
Non-eligible Contracts	Public & Products Liability and Professional Indemnity Insurance, Infectious Diseases 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 the 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 2.47 of the **Amazon Underwriting Childcare Providers Combined Liability Policy**
- Named Insured and Subsidiaries as defined in definition 19 of the **Amazon Underwriting Childcare Providers Personal Accident Insurance Policy**
- **Insured** as defined in General Definitions (18) of the **Amazon Underwriting Infectious Diseases Liability Childcare**

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

Your Duty of Disclosure

Before You enter into an eligible contract of insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

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

You have this duty until We agree to insure You.

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.

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

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. Amazon Underwriting is bound by the Privacy Act 1988 (Cth), when collecting and handling Your personal information. Amazon Underwriting has developed a privacy policy which explains what sort of personal information Amazon Underwriting holds about You and what Amazon Underwriting does with it.

Amazon Underwriting will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance policy, including any claims You make or claims made against You. Amazon Underwriting will only use and disclose Your personal information for a purpose You would reasonably expect.

Amazon Underwriting may need to disclose personal information to other entities within its group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, its advisers, its agents, its administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Amazon Underwriting and them in providing relevant services and products, or the purpose of recovery or litigation. Amazon Underwriting may disclose personal information to people listed as co-insured on Your Policy and to family members or agents authorised by You. Disclosures may also be made to government,

law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. Amazon

Underwriting will request Your consent to any other purpose.

By providing Your personal information to Amazon Underwriting, You consent to Amazon Underwriting making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Amazon Underwriting written notice. Without Your personal information Amazon Underwriting may not be able to issue insurance cover to You or process Your claim.

You also have the opportunity to find out what personal information Amazon Underwriting hold about You and, when necessary, correct any errors in this information. Generally, Amazon Underwriting will do this without restriction or charge. For further information about its privacy policy or to access or correct Your personal information, please contact Amazon Underwriting at the following address:

Amazon Underwriting Pty Ltd
52 Chisholm Street, Darlinghurst NSW 2010

If You believe that Amazon Underwriting have interfered with Your privacy in its handling of Your personal information You may lodge a complaint by contacting Amazon Underwriting. Amazon Underwriting will attempt to resolve Your complaint in accordance with its Privacy Complaints Handling Procedure.

If You are not satisfied with the resolution of Your complaint or with the way that We have handled Your complaint through the Privacy Complaints Procedure, You may be able to refer the matter to:

Office of the Australian Information Commissioner
3/175 Pitt St, Sydney NSW 2000
T: [1300 363 992](tel:1300363992).

If You would like more information about Our Privacy Complaints Procedure please contact Us.

ADDITIONAL INFORMATION

How to get the best service from Amazon Underwriting

Please answer ALL the questions on the application form. Incomplete or unanswered questions will undermine our ability to assist with terms.

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 Us with all the information We 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

To enable us to provide you with our best customer service please ensure all questions are answered for the relevant covers you are renewing/applying for.

1. Insured/s Name/s _____

YOUR CHILDCARE SERVICE

2. What childcare service/s are you licenced to operate under the Childcare Regulations? (Tick all applicable boxes)
- Long Day Care – catering for children of all ages under school age
 - Pre- School/Kindergarten – catering specifically for children 3-5 years old
 - Outside School Hours Care (Before/After/Vacation Care) - catering for primary school aged children
 - Occasional Care - irregular care for children under school age.
 - Stand Alone Home Based Care (not Family Day Care) - childcare provided in the educators home for under school age and primary school aged children.

3. What are the maximum allowable number of children in care under your childcare licence/childcare regulations? If you have more than one location please provide this information separately

	Maximum allowable number of children in care at any one time as per your Childcare Licence
Long Day Care	_____
Pre- School/Kindergarten (not included in the Long Day Care numbers)	_____
Outside School Hours Care (not included in the Long Day Care numbers)	_____
Occasional Care (not included in the Long Day Care numbers)	_____
Stand Alone Home Based Care (not Family Day Care)	_____

4. 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:-
- _____

5. Please provide details of the Turnover (Revenue) for all Business activities/profession noted in Question 2 + 4 above.
- Estimated Turnover (Revenue) for the next 12 months \$ _____
 - Actual Turnover (Revenue) during the last 12 months \$ _____
 - Actual Turnover (Revenue) during the previous 12 months \$ _____

6. 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 \$ _____

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

COMBINED LIABILITY INSURANCE

8. Do you comply with the National Law & Regulations? Yes No
9. Is your service accredited under the National Quality Framework (NQF)? Yes No
10. Do you take the children on excursions? Yes No
If "yes", please provide details of the excursions:

11. Do you have any of the following play equipment at the Premises?
 Trampoline/s Climbing Wall/s Swimming Pool
12. Do you have a maintenance program in place to ensure that the premises including all equipment is well maintained? Yes No
13. 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

14. 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. **If yes, please provide a copy of the contract for review.** Yes No
15. If your business is located in NSW and you have an aggregated turnover across all of your entities of less than \$2,000,000, are you entitled to the NSW Small Business Stamp Duty Exemption? Yes No

GROUP PERSONAL ACCIDENT FOR CHILDREN, VOLUNTEERS, PARENTS

16. Would you like:
- a. Group Personal Accident for Children cover? Yes No
- b. Group Personal Accident for Volunteers cover? Yes No
 If yes, how many volunteers donate their time and talents to your childcare service? _____
- c. Group Personal Accident for Parents cover? Yes No

PROPERTY INSURANCE

If you require renewal terms for property, please answer the following questions. If not, go to Q27.

17. Does the building/s have solar panels and/or roof mounted air conditioning units and/or skylights? Yes No
- If yes:
- a. which property/s? _____

18. Does the building/s contain any Expanded Polystyrene (EPS)? Yes No
 If yes, what % of the building is EPS? _____%

19. Does the building contain Asbestos? Yes No

If yes:

- a. which building/s? _____
- b. what part of the building Walls Roof
- c. what % of the building is Asbestos _____%

20. Are there any of the following composite panels or cladding on the external walls?

a. Aluminium Composite Panels (ACP) Yes No
 We are unable to provide terms if the building contains any ACP without written proof from a builder or panels manufacturer that the panels contain a fire resistant core as determined under the Australian Standards.

b. Fibre Cement Cladding Yes No
 Please provide written proof from a builder or the cladding manufacturer that the cladding is non-combustible as determined under the National Construction Code.

If yes to either of the above:

- a. which building/s? _____
- b. what % of the building/s _____%

21. Are any of the building/s heritage listed? Yes No

22. Do you have a maintenance program in place to identify and rectify maintenance to the:

- | | | |
|--------------------------------|--|-------------------------------------|
| a. roof, gutters and downpipes | Yes <input type="checkbox"/> No <input type="checkbox"/> | How often are they inspected: _____ |
| b. drainage | Yes <input type="checkbox"/> No <input type="checkbox"/> | How often are they inspected: _____ |
| c. trees | Yes <input type="checkbox"/> No <input type="checkbox"/> | How often are they inspected: _____ |
| d. fences and gates | Yes <input type="checkbox"/> No <input type="checkbox"/> | How often are they inspected: _____ |

If you answered No to any of the above please advise why a maintenance program is not in place:

23. Do you supply meals cooked on the premises? Yes No

If yes:

Do you have a fire blanket located within 3 metres of the cooking facilities? Yes No

Do your cooking facilities include wok cooking and/or deep frying? Yes No

If yes:

Is the deep fryer capacity more than 20 litres? Yes No

Does the wok/deep fryer have an automatic thermostat cutoff? Yes No

Are the flues/filters cleaned by professionals at least every 3 months? Yes No

24. Shade Sails

Do you have Shade Sails? Yes No

If yes:

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

25. Do the current nominated sums insured as shown on the assets schedule adequately cover the replacement of the:

- a. building/s Yes No NA
- b. content/s Yes No NA

If you answered No to any of the above, please advise the amended sums insured you require on the Additional Information page.

26. Business Interruption

Yes No

Would you like to insure for:

- Gross Revenue/Turnover ie every cent you earn before taking out any fixed expenses or
- Gross Profit ie what's left after all expenses are taken out

No	Gross Revenue/Gross Profit per annum	Loss of Wages (Not Applicable if insuring for Gross Revenue)	Outstanding Accounts Receivable	Additional Increased Cost of Working	Claims Preparation Costs	Other
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

- a) Indemnity Period 12 months 18 months 24 months

CLAIMS HISTORY

27. 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
			\$
			\$

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:-

- | | | |
|----|---|--|
| a) | been declared bankrupt or put into receivership or liquidation? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b) | been charged with or convicted of a criminal offence? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c) | had more than 3 mortgages in the past 2 years? | 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 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.**

ADDITIONAL INFORMATION
