

CHILDCARE PROVIDERS INSURANCE APPLICATION FORM

Public & Products Liability and Professional Indemnity Insurance, Personal Accident for Children, Personal Accident for Volunteers and Property Insurance.

IMPORTANT NOTICE: PLEASE READ & RETAIN IN YOUR FILE

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

- Named Insured and Subsidiaries as defined in definition 2.25 of the Australis Childcare Providers Combined Liability Policy
- Named Insured and Subsidiaries as defined in definition 27 of the Australis Childcare Providers Group Personal Accident Insurance Policy
- Persons as defined in the General Policy Conditions of the Australis Childcare Providers Property Insurance Policy

For the purpose of this application the term **We / Our / Us** means Australis CARE and /or Australis Group (Underwriting) Pty Ltd and/or certain Underwriters at Lloyd's (Combined Liability and Personal Accident) or Great Lakes Australia (Property).

Your Duty of Disclosure

Before entering into a contract of general insurance you have a duty under the *Insurance Contracts Act*, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and if so, on what terms. You have the same duty to disclose matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:

- that diminish the risk to be undertaken by the Insurer;
- that is common knowledge;
- that your Insurer knows or in the ordinary course of their business ought to know; or
- as to which compliance with your duty is waived by the Insurer.

You should note your duty continues after the application form has been completed until the policy is entered into, that is until the date the insurer receives instruction to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from the beginning. It is therefore vital that you enquire of all entities comprising the Insured, including senior staff, before completing the application form and before you sign any declaration confirming the accuracy of in the information disclosed

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 Australis GROUP (UNDERWRITING) Pty Ltd, 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.

To view our privacy policy please refer to www.ausuw.com

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

At Australis Group 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, GPO Box 247, Sydney NSW 2001. 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 use the additional information section provided to answer the Questions. Please also attach any brochures, promotional pamphlets or other publications relevant to this application for Insurance.

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, 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 Not for Profit Organisation
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="radio"/> Long Day Care | _____ | <input type="radio"/> Outside School Hours Care | _____ |
| <input type="radio"/> Vacation Care | _____ | <input type="radio"/> Occasional Care | _____ |
| <input type="radio"/> Pre- School/Kindergarten | _____ | <input type="radio"/> 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="radio"/> | Babysitter | <input type="radio"/> |
| Mother craft Nurse | <input type="radio"/> | Mothers Helper | <input type="radio"/> |
| Au Pair | <input type="radio"/> | | |
- 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

12. Do you require Combined Liability Insurance? Yes No
If no please go to Q27. If yes please answer Q13 to Q26

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

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:

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

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

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

19. What is the premium for your current liability program? \$ _____

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

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

Are all the buildings noted in Q20 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:

21. 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

22. 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

23. 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:

24. 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

25. **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

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

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

GROUP PERSONAL ACCIDENT FOR CHILDREN

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

If no, please go to Q28. If yes, please select one of the following options:

- Out-Of-Pocket Expenses Only Yes No
- Out-Of-Pocket Expenses and Capital Benefits Yes No

What is the total number of children registered with the service? _____

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?

Yes No

If no please go to Q38. If yes please complete Q30 to Q38.

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

No	Address	Age	CONSTRUCTION						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)	Shade Sails*	Property in the Open Air
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
Total	\$	\$	\$	\$

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

33. **Business Interruption**

Yes No

If yes please nominate the sums insured:

- a) Gross Income (including rental income) \$ _____
- b) Loss of Wages \$ _____
- c) Outstanding Accounts Receivable \$ _____
- d) Additional Increased Cost of Working \$ _____
- e) Claims Preparation Costs \$ _____
- f) Other: _____ \$ _____
- g) Indemnity Period 12 months 18 months 24 months

34. 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

35. Sublimits

Please enter the sublimits and/or inclusions you require for the following: **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 \$ _____

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

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

CLAIMS HISTORY

38. 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
			\$
			\$
			\$

39. Have you had any claims made against you and /or the business 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 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 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.**