CARRIER:



## **Child Care Product Application – All States**

South Carolina: THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 120 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 120 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

**Coverage(s) Desired** (Check all that apply): 
Property 
Abuse and molestation (question 22 required) 
General liability
Certain civil/criminal defense cost and reimbursement (question 22 required)
Hired and non-owned (questions 52–55 required)

Applicant's name (include DBA name	):			
Mailing address:				
City:	State:	Zip code:		
Web address:	E-mail address:	Phone:		
Inspection contact name:	E-mail address:	Phone:		
Form of business:  Individual(s)	Corporation D Business Partnersh	ip 🛛 Nonprofit corporation 🗳 LLC 🗳 Other		
Classification (Check all that apply):				
Commercial centers D Residential (questions 47–48 required) D 100% day camp (question 50 required)				

□ 100% before and/or after care (question 49 required) □ 100% drop-in care (question 51 required) □ Montessori

#### **Description of Operations:**

1. Have there been any losses/claims in the last five years?

□ Yes □ No

□ Yes

If "Yes," please provide the following information; additional claims or information may be submitted on separate sheet. (Abuse and molestation = A&M)

Coverage Type	Date of Loss	Description of Loss	Paid	Reserved	Status
<ul><li>Property</li><li>Liability</li><li>A&amp;M</li></ul>			\$	\$	<ul><li>Open</li><li>Closed</li></ul>
<ul><li>Property</li><li>Liability</li><li>A&amp;M</li></ul>			\$	\$	<ul><li>Open</li><li>Closed</li></ul>
<ul> <li>Property</li> <li>Liability</li> <li>A&amp;M</li> </ul>			\$	\$	<ul><li>Open</li><li>Closed</li></ul>

2. Have there been any actual or alleged child molestation or abuse incidents in the past or are there any currently under investigation?

What year did the business start? \_\_\_\_\_

4. How many years has the applicant been at the current location? \_\_\_\_\_\_

5. Is the child care facility currently licensed or registered with the state?

□ Yes □ No □ License pending □ Exempt from licensing □ Unknown

If "Yes,"

a. Provide the name on the center's license:

b. Provide the license number: \_\_\_\_

6. Has the child care facility's license, registration or certification ever been revoked or suspended?

7. What is the license capacity of the facility? \_\_\_\_\_ What is the average daily attendance? \_\_\_\_

## Enrollment/Staffing

Age Group	Maximum Number of Children in a Single Day	Number of Staff Members in	the Room	
0–24 months old				
2 years old				
3 years old				
4 years old				
5 years old				
-				
6 years old and older				
Total				
9. What types of ani	er, please describe:	□ \$2,000 □ \$3,000 □ \$5,000 □ guinea pigs, gerbils, domestic rats, para	keets or ca	
-	d trips to a swimming pool? eck all that apply:		Yes	
•	acility accredited by any of the following associations?	0(3)	🗆 Yes	🗆 No
If "Yes," please ch			- 100	
•		ion for Education of Young Children		
NAFCC – National NAFCCC – National NAFCCC – National NAFCC – National NAFCCC – National NAFCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	onal Association for Family Child Care Decoration NECPA – Natio	nal Early Childhood Program Association	n	
	ver be left exclusively with caregivers under the age of 18 or	any persons who have not had a		
-	c performed by the child care facility?		Yes	🛛 No
	uards installed on all doors? (Not applicable for Residential C		□ Yes	□ No
	re facility ever transport or arrange for the transportation of ch	hildren in their care?	Yes	🛛 No
-	mplete questions 52–55			
<ul><li>15. Are children perm</li><li>Yes, on premis</li></ul>		No, children are not permitted to	nlav outsid	0
Is there a per Is the playgro I Yes, off premis	manently installed fence?		play outsid	
	ng pool, wading pool deeper than 12 inches or any other wat	er hazard on premises?	Yes	🗆 No
17. Is the child care fa	acility a "Mommy/Daddy and Me" operation where the parent	stays on the premises and		
participates in all			Yes	🛛 No
	acility open for more than 14 hours?		Yes	🛛 No
lf "Yes,"				
-	ours? are facility locked and/or alarmed after 7 p.m.?		🛛 Yes	🗆 No
	sically, medically or mentally challenged children or children	with special needs currently enrolled?		
If "Yes,"				
a. Are there any	children enrolled who are non-functioning in a social atmosp ressive behavior that may cause harm to themselves or othe		Yes	🗆 No
	n have independent movement, are ambulatory and are mobi		Yes	🛛 No
c. Is the child ca	are facility's special needs enrollment 20% or greater?		Yes	🛛 No
d. Are there chil	dren who require invasive medical procedures or care?		Yes	🗆 No

## **Property Coverage**

Building Cor	struction:	Frame		Joisted mas		D Non	combustible			
		Masonry	NC I	Modified fire	e resistive	Fire	resistive			
Protection	Cause	e of Loss		Deductible		Number of		Туре	of Burglar Alar	m
Class	🛛 Basic	Special	□ \$1,000	□ \$2,500	□ \$5,000	Stories	🛛 Local		Central Station	None
	Broad									
What year wa	is the buildir	ng constructed?		_						
What type of	plumbing is	in the building?	D PVC	Copper	🛛 Galvan	ized 🛛 Lead	d 🗆 Oth	ner: _		
What type of	roof is on the	e building?	Flat	🛛 Wood	shake	Shingle				
			Metal	Tile		Slate	Other:			
What is the a	ge of the roc	of?	years							
Is the building	g fully protec	ted by an opera	ational sprinkl	er system cov	ering 100% o	of the premises?	Yes		No	
What is the se	quare footag	e of the entire	structure?		sq. ft.					
Building Lim	it:	\$	i	Coins	urance (80%	% minimum)		_ %	□ ACV	RC
Business Pe	rsonal Prop	perty Limit: \$	i	Coins	urance (80%	% minimum)		_ %	□ ACV	RC
Business Inc	come Limit:	\$		Coins	surance	or		Month	ly Limit of Inc	demnity
With extra	expense	Without extra	a expense	<b>□</b> 50	% 🛛 60%	<b>口</b> 70%	Į	<b>1</b> /3	□ 1/4 □ <sup>·</sup>	1/6
				□ 80	% 🛛 90%	100 percent	t			

## Additional Property Coverages Requested (Check all that apply)

Equipment breakdown	Electronic data	Interruption of computer operations
Value Plus endorsement	D Power outage	Fence coverage \$
Outdoor sign coverage  \$	Playground equipment coverage \$	
□ Valuable papers coverage \$	Accounts receivable coverage \$      Child Care)	(Not Applicable for Residential

## Liability Coverage

20.	Occurrence limit:	□ \$100,000/\$200,000	□ \$300,000/\$600,000	□ \$500,000/\$1 million	□ \$1million/\$2 r	nillion	
21.	Add employee bene	fits liability?	□ No If "Yes," plea	se list the total number of em	ployees		
22.	Add abuse and mole	estation liability coverage?	(Residential Child Care is	eligible for limits up to \$100,0	000/\$300,000)	Yes	🛛 No
	If "Yes,"						
	a. Defense cost co	overage: Inside the	limit Dutside the lim	it (Not available for Resident	ial Child Care in r	nost states)	
	b. Desired limit :	□ \$25,000/\$50,000	□ \$100,000/\$100,000	□ \$100,000/\$300,000	□ \$300,00	0/\$300,000	
		□ \$300,000/\$600,000	□ \$500,000/\$500,000	\$500,000/\$1 million	🗅 \$1 millio	n/\$1 million	
	c. Add defense co	ost reimbursement for certa	in civil or criminal suits?			Yes	🛛 No
23.	Provide the number	of wading pools 12 inches	or less:	D N/A			

#### **Additional Interests**

(AI = Additional Insured, LP = Loss Payee, M = Mortgagee, W = Waiver of Transfer of Rights of Recovery Against Others to Us)

Name	Relationship/Interest	Address	City, State, Zip	AI	LP	М	W

## **II. ELIGIBILITY CRITERIA**

Gei	neral Eligibility				
24.	Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the past five years?			Yes	🗆 No
25.	Has insurance coverage been cancelled or non-renewed in the past three years? (Not applicable in MO)			Yes	🗆 No
26.	Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors?			Yes	🗆 No
27.	Does any building built prior to 1978 have aluminum wiring or knob-and-tube wiring?			Yes	🗆 No
	For any building built prior to 1978, is 100% of the wiring on functioning and operational circuit breakers?			Yes	🗆 No
Lia	bility Eligibility				
29.	Does pre-employment screening include verification that all employees and volunteers have never been convicted of a crime, including sex-related or child abuse offenses, and the child care facility continues to conduct periodic screenings after employment and volunteering begins?			Yes	🗆 No
30.	Is the child care facility owned by or associated with any operations other than the child care at this location?			Yes	🗆 No
	Are cubbies and bookcases over 24 inches in height anchored to a wall or floor?	D N/A		Yes	🗆 No
	Are Jacuzzis or hot tubs secured and inaccessible to the children?	□ N/A		Yes	🗆 No
	Are there any prior or current state citations/violations for lack of supervision, inadequate staff-to-child ratio, incomplete medical records for enrolled children or inadequate state required background checks?			Yes	
34.	Are there any wood-burning stoves, space heaters or temporary heating devices?			Yes	🗆 No
	Is the child care facility staffed with providers who are trained and will provide skilled and or specialized medic	cal care?		Yes	🗆 No
	Does the child care facility open before 5 a.m and/or close after 11 p.m.?			Yes	🗆 No
	Are kitchen facilities and heating appliances, such as crock pots, physically separated from the children?			Yes	🗆 No
	8. Are martial arts or organized contact sports offered?				□ No
	Are medications ever dispensed without the parent's/guardian's and physician's (when required)			Yes	
	written consent and instruction?				🗆 No
40.	40. Are there field trips to off-premises residential swimming pools, lakes, beaches, skiing, ice/roller skating rinks, amusement/water parks, or overnight?				🗆 No
41.	Does the child care facility obtain a student application on every student that includes complete medical, emergency and contact information completed and signed by a parent or legal guardian prior to the child's first	st stay?		Yes	🗆 No
42.	Does the child care facility own or ever rent trampolines, moonwalk or bounce equipment, gymnastic or wall-climbing equipment, or ball pits?			Yes	🗆 No
43.	Does the child care facility provide either standalone adult day care operations or child/adult care at the same	location?		Yes	🗆 No
44.	Does the child care facility provide nanny services, adoption services or referral operations?			Yes	🗆 No
45.	Does the child care facility travel to destinations to provide child care services?			Yes	🗆 No
46.	Have all violations cited in an inspection (conducted by state or insurance company) been corrected				
	within the deadline for compliance?	D N/A		Yes	🗆 No
	idential Child Care Facilities Only 🛛 🛛 N/A				
47.	Does the applicant maintain a minimum 1:6 staff-to-child ratio for all children enrolled at the residential home?	,		Yes	🛛 No
48.	Are infants placed in cribs and not beds during naptime?			Yes	🗆 No
	ore and/or After School Care 🛛 N/A				
49.	Does this child care facility provide 100% before and/or after school care?			Yes	🛛 No
	If "Yes," please complete the following:				
	a. Does the child care facility operate as an independent entity with no ownership or oversight by the public or private school?			Yes	🗆 No
	b. Does the child care facility operate in a gymnasium or cafeteria?			Yes	🛛 No
Day	∕ Camp or Summer Camp  □ N/A				
50.	Does the child care facility operate as a 100% day camp or summer camp?			Yes	🛛 No
	If "Yes," please complete the following:				
	a. Are the children permitted to stay at the camp overnight?			Yes	🛛 No
	b. Are there any enrolled children over the age of 15 at the camp?				

<ul> <li>c. Does the camp operation offer specialized care such as weight management camp or sports camp?</li> <li>d. For all camp staff under the age of 21 and volunteers, are they supervised by an employee over the age of 22?</li> <li>e. Is any camp staff member under 18?</li> <li>f. Is the camp operation seasonal? (e.g. open in summer months – June through August)</li> </ul>	<ul><li>Yes</li><li>Yes</li><li>Yes</li><li>Yes</li></ul>	<ul><li>No</li><li>No</li><li>No</li><li>No</li></ul>
Drop-in Child Care 🛛 N/A		
<ul><li>51. Is this a 100% drop-in child care facility? (i.e. short-term care less than four hours, parents on premises or easily accessible.)</li><li>a. Does the child care facility offer "sick child" services?</li></ul>	<ul><li>Yes</li><li>Yes</li></ul>	<ul><li>No</li><li>No</li></ul>
Hired and Non-owned Auto 🛛 N/A		
52. Does the child care facility ever transport or arrange for the transportation for children in their care?	Yes	🛛 No
If "Yes,"	Yes	🛛 No
a. Are children ever transported on field trips or other destinations in child care owners'/ employees'/parents' cars (other than their own children)?	Yes	🗆 No
b. Does the child care facility contract with a driver-provided bus service that maintains minimum auto coverage of \$1 million combined single limit?	Yes	🗆 No
53. Is there a Commercial Auto Insurance policy in force?	Yes	🛛 No
54. Are there any owned or leased (long-term) vehicles?	Yes	🗖 No
55. Are employees or volunteers required to use their personal automobile to conduct the applicant's business on a regular basis?	Yes	🗆 No

#### FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado Fraud Statement:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kansas Fraud Statement:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland Fraud Statement:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Ohio Fraud Statement:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Oregon Fraud Statement:** Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an

application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

#### STATE NOTICES

**Arizona Notice:** Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

**Utah Punitive Damages Notice:** I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name:	I	License #:	
Agent's signature:		Main agency phone number: _	
(Required in New Hampshire)			
Agency mailing address:			
City:	State:		Zip:

The signer of this Application acknowledges and understands that the information provided herein is material to the Company's acceptance of the risk and issuance of the requested policy. The signer of this Application represents that the information provided herein is true and correct in all matters. Any changes in the information represented in this Application occurring prior to the effective date of a policy shall be promptly reported to the Company in which case, the Company has the right to modify or withdraw any quote or binder issued based on such changes. The Company has the right but not the obligation to investigate any representation(s) in this Application. A decision by the Company not to investigate shall not estop the Company from relying on this Application in issuing a policy. It is agreed that this Application and any material submitted therewith, including but not limited to any supplemental Application(s), shall be the basis of any policy that is issued.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant's signature:

Title:

President, Chairperson of the Board, Managing Member, or Executive Director

Date: \_\_\_\_



# **Privacy Notice At Collection**

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <u>https://www.usli.com/privacy-policy/</u>.