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Thousand Oaks, California 91359-1485
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Toll Free 800.247.5098
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RE: Liability Insurance Information

Dear Texas Licensed Child Care Provider

Thank you for your interest in our insurance services.

We are pleased to offer you information about general liability coverage for your family child care. We believe that this coverage is comprehensive yet affordable. There are some important coverage limitations and exclusions. Also, this information can change and the proposed terms and rates, prior to being bound, could change or be withdrawn by the insurance company without notice.

Coverage for **your property** is not included. We suggest that you contact your homeowners' insurance company to give you *Incidental Business Property Coverage* on your business property. Usually they exclude business property from your homeowner's insurance policy but it can be added for a small fee. It should not cost you very much. If you rent, a renter insurance policy does the job just as well.

Workers Compensation coverage is not included. Texas Law requires this insurance if you have even just one employee. Contact the *State Fund* (listed in State of Texas Government white page listing, usually under *Department of Industrial Relations*). They have a plan that will vary depending on your actual payroll.

Vehicle Coverage is not included. *Medical expenses* up to the policy's limit are included but this should not be confused with *vehicle liability insurance*. If transporting children is part of your child care service, this is called *livery*, or transporting passengers for a fee. Most private vehicle insurers exclude coverage for livery. After an accident, First Aid and bandages will use up your medical expense coverage; if something serious occurs, vehicle liability insurance would be your least expensive protection. We have several insurance plans available. But, insuring a vehicle for livery & your personal use will cost more than for just personal use. Livery coverage liability limits are usually higher too. Call us.

To Start Your General Liability Coverage, we need the following items:

1. Completed Application for **Family Child Care Liability Insurance**.
2. Your payment, payable to *Accord Insurance Services*. We can accept your check or cashiers check. You may 'Check by Fax' (Please note that if your check is not honored by your bank when first presented, there is a \$100 service fee and all coverage will be rescinded and a new application for coverage will be required).
3. If you want monthly payments, send us 40% down. As a general rule of thumb the balance will be billed to you in 9 monthly installments plus about \$10 per month service charge.
4. A copy of your facility license, or letter from *Social Services*.

If you feel that for any reason the following program will not suit your needs or if you have any questions or want additional information, please call us.

Best Regards,



Steve Richards
ACCORD INSURANCE SERVICES, INC

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D

INSURANCE
SERVICES
INC

1360585

Features of the Program . . .

- ☺ Your insurance is in effect for one year from the time you enroll.
- ☺ The program is underwritten by Lantana Insurance Company, which is rated A-(excellent) by the financial rating service, A.M. Best Company.
- ☺ A Certificate of Insurance will be issued within 7 days after we receive your application in our office or, if your application is incomplete or otherwise unacceptable, it will be returned within 7 days without charge.
- ☺ Claims will be handled promptly by experienced claims professionals.
- ☺ Full Occurrence form coverage is included.

Your Partners In Daycare

Accord Insurance Services was founded in 1982. We have extensive experience arranging the appropriate coverage for family child care facilities. Our resources are dedicated to providing you with quality service; answering your questions when you need information; and, assisting you whenever possible, should you have a claim. We offer this special program in conjunction with the American Federation of Daily-Care Services, Inc. Coverage is offered through an "A" rated insurance company. **Visit us at www.childcarecoverage.com**

Why Buy Family Home Liability Insurance?

- ☺ Most homeowners insurance policies exclude business pursuits, especially family day care.
- ☺ Homeowners insurance generally excludes important coverages like sexual abuse.
- ☺ Most Homeowner policies limit liability to 100 feet from the house.
- ☺ The premiums are affordable

Coverages Include . . .

- ☺ Peace of Mind
- ✓ Accidental Injury While on the premises.
- ✓ Off Premises Activities
- ✓ Sexual Abuse Claims arising from civil suits.
- ✓ Acts of employees, helpers and assistants
- ✓ The ability to include a fictitious name.

This Policy Includes Protection For:

- Bodily Injury to persons other than you or your employees and property damage to other people's property that result from your family child care business.
- Allegations of sexual abuse involving children in your care up to a maximum of \$100,000/\$300,000.
- Medical payments (\$5000) which provides accident coverage, without regard to fault or liability, to children in your care both on and off the premises. Coverage is excess to any other collectible insurance.

Personal Injury including liable, slander, wrongful eviction or entry and alienation of affection of any daycare child.

Coverage includes legal defense for you and your employees.

To Be Eligible For Coverage:

1. You must care for 1 to 14 children.
2. You must be a State licensed child care provider.
3. Your license must be in good standing.
4. You must be in compliance with all mandates as specified by Federal, State and local laws.
5. You can not allow children to use on-premise swimming facilities (other than wading pools) & if there is a pool on site, the pool must be fenced on all sides with a self-locking gate.
6. You can not have the following *pedigreed* dogs on site: Rottweiler, Pit Bull, Doberman, or Bull Mastiff.

Conditions/Exclusions:

This brochure is intended to be a general description of coverage and is not intended to amend or alter any terms of the policy. The policy excludes coverage for any swimming exposure except wading pools. The policy excludes coverage for claims arising from vehicle liability, trampolines, and merry-go-rounds. Coverage for your property and workers compensation is not included.

RATING TIP:

Rates are based on the maximum number of children on your premises at one time on a normal school day (question 2).

If you have no more than 1-6 children on your premises at the same time, use the rates from the 1-6 column.

If you had no more than 7-12 children on your premises at the same time, use the rates from the 7-12 column.

If you have more than 12 children on your premises at the same time, use the rates from the 13-18 column.

Application for Family Day Care Home Insurance with Lantana Insurance LTD

Mail to : Accord Insurance Services, Inc, P.O. Box 4485 Thousand Oaks California 91359-1485
Phone 800.247.5098 Please make your payment payable to Accord Insurance Services.

Coverage starts upon receipt & acceptance of fully completed application & corresponding payment. In the event that the application is incomplete or unacceptable, the application and payment will be returned.

Coverage will not be in effect if the premium remittance that accompanies the application is dishonored by a financial institution. Any policy, binder, or application for which payment is dishonored will be null and void.

Please Print

Name of Provider _____

DBA (Doing Business As) if applicable _____

Address _____

City _____ State TX Zip Code _____ County _____

Telephone Number (Please include Area Code) _____ Email Address _____

1. Number of full time children cared for _____ Number of before/after school children cared for _____
Note: up to two (2) before/after school children are covered at no additional charge

2. Maximum number of children cared for at any given time _____

3. Are you a resident where the child care is being provided?..... Yes No
If no, please explain _____

4. Are you licensed, certified, or registered with your state?..... Yes No

Please attach a copy of your current license, certification or registration. If you are not required to be licensed, certified or registered by your state you must provide proof of the exemption.

5. Has your child care license ever been revoked or suspended?..... Yes No
If yes, please explain _____

6. Has your child care insurance ever been non-renewed or canceled?..... Yes No
If yes, please explain _____

7. Have you had any claims filed against you in the last 5 years?..... Yes No
If yes, please explain _____

8. Do you have any on-premises swimming facilities that exceed 18 inches in depth?..... Yes No
 If yes, are your day care children allowed to use them?..... Yes No
 If yes, Is the swimming facility fenced on all four sides with a self-locking gate?..... Yes No

9. Do you own a dog?..... Yes No
 If yes, state breed(s) *

* We cannot write your coverage if the breed is Rottweiler, Pit Bull, Doberman, Bull Mastiff, or mixed breed dog where the dominant breed is one of the preceding four based upon physical characteristics.

If yes, how are dog(s) kept away from the day care children?

10. Do you have someone to back you up in the event of an emergency?..... Yes No

11. Do you accept boarders in your home?..... Yes No

**Annual Cost - Please circle desired limit/number of children.
 The premiums below include - Terrorism Premium, Taxes, and Fees where applicable.**

Limits of Insurance	1 - 6 Children	7 - 12 Children	13-18 Children
General Liability 25,000/ 50,000/ 5,000** Sexual Abuse 25,000/50,000***	<input type="checkbox"/> \$306.40	<input type="checkbox"/> \$432.22	<input type="checkbox"/> \$555.94
General Liability 50,000/ 100,000/ 5,000** Sexual Abuse 50,000/100,000***	<input type="checkbox"/> \$392.37	<input type="checkbox"/> \$564.33	<input type="checkbox"/> \$728.94
General Liability 100,000/ 300,000/ 5,000** Sexual Abuse 100,000/300,000***	<input type="checkbox"/> \$439.56	<input type="checkbox"/> \$637.72	<input type="checkbox"/> \$819.11
General Liability 300,000/ 900,000/ 5,000** Sexual Abuse 100,000/300,000***	<input type="checkbox"/> \$536.02	<input type="checkbox"/> \$782.42	<input type="checkbox"/> \$1,006.80
General Liability 500,000/ 1,500,000/ 5,000** Sexual Abuse 100,000/300,000***	<input type="checkbox"/> \$595.78	<input type="checkbox"/> \$878.88	<input type="checkbox"/> \$1,134.71
General Liability 1,000,000/ 3,000,000/ 5,000** Sexual Abuse 100,000/300,000***	<input type="checkbox"/> \$698.54	<input type="checkbox"/> \$1,029.86	<input type="checkbox"/> \$1,326.59

** per occurrence liability limit/ aggregate liability limit / medical payments limit

*** per occurrence sexual abuse limit / sexual abuse aggregate limit

NOTE: Rates are subject to change.

Helpful Definitions:

Aggregate - The maximum amount the insurer will pay during the policy period, irrespective of the policy's limit of liability

Limit of Liability - According to the terms of a given policy , the most an insurer will pay for any one loss

Occurrence - An accident, including continuous or repeated exposure to substantially the same general harmful conditions

Day Care Child - A person who has not reached their eighteenth (18) birthday and who has been placed in your care and custody in your capacity as a child care provider.

Emergency Back-up - A qualified person that can render child care services when you the Child Care Provider can not due to unforeseen circumstances.

Boarder - Someone whom you provide living accommodation to in your home in exchange for money or other services.

FRAUD WARNINGS

GENERAL FRAUD STATEMENT (not applicable in Colorado, Hawaii, Nebraska, Ohio, Oklahoma, Oregon, Utah and Vermont) Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance 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 the person to criminal and civil penalties. In the District of Columbia, Louisiana, Maine, Tennessee and Virginia, insurance benefits may also be denied.

NOTICE TO COLORADO APPLICANTS: THIS NOTICE IS A PART OF YOUR APPLICATION FOR PROFESSIONAL LIABILITY INSURANCE: 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.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she 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.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: A 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.

NOTICE TO UTAH APPLICANTS: For your protection, Utah law requires the following to be included in this application: "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report for billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO NEW YORK APPLICANTS: 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.

THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THE APPLICATION BY THE APPLICANT CHANGES BETWEEN THE DATE OF THE APPLICATION AND THE EFFECTIVE DATE OF INSURANCE, APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the United States Terrorism Risk Insurance Act of 2002 (Public Law 107-97), as modified and extended by the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007, you now have the right to purchase insurance coverage for losses arising out of an act of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States: to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

IF YOU ARE ISSUED THE NEW OR RENEWAL POLICY FOR WHICH THIS QUOTE IS BEING PROVIDED, LANTANA INSURANCE LTD WILL PROVIDE COVERAGE FOR AN ACT OF TERRORISM AS DEFINED IN THE ACT.

THE PREMIUM CHARGED FOR COVERAGE AGAINST AN ACT OF TERRORISM AS DEFINED IN THE ACT IS \$5.00

You should know that coverage provided by this policy for losses caused by a certified act of terrorism is partially reimbursed by the United States under a formula established by United States federal law. Under this formula, the United States federal government pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. YOU SHOULD ALSO KNOW THAT THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS THE UNITED STATES' AND LANTANA INSURANCE LTD LIABILITY FOR LOSSES RESULTING FROM A CERTIFIED "ACT OF TERRORISM" IN ANY GIVEN CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE RECUCED. The premium charged by LANTANA INSURANCE LTD for coverage against an act of terrorism does not include any changes for the portion of loss covered by the United States federal government under the Act.

IF YOU SUBMIT A SIGNED APPLICATION AND A POLICY IS ISSUED TO YOU, YOU WILL BE COVERED FOR LOSSES ARISING FROM AN ACT OF TERRORISM AS DEFINED IN THE ACT. IF YOU DO NOT DESIRE TO PURCHASE COVERAGE AS PROVIDED HEREIN, YOU SHOULD NOT APPLY FOR THIS INSURANCE.

This insurance program provides surplus lines insurance by an insurer not otherwise authorized to transact business in your state. This policy is not subject to supervision, review or approval by the Department of Insurance.

DID YOU KNOW??????

- 80% of claims filed are due to lack of supervision of children in the day care
- Child Care Providers can check their neighborhoods and local area for registered sexual offenders by visiting www.NationalSexOffenderRegistry.net

Producer Information

Name & Telephone Number of Producer (if applicable) _____

Producer Signature: _____ Date: _____

Application Signature

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE 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 THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.

Material Representation: The signatory represents that all responses are true and does not contemplate any misstatement or suppression of fact. It is understood that all the statements in the application are the insured's representation and are deemed material to the underwriting and acceptance or risk

Print Name _____

Signature (Family Home Provider) _____ Date _____

Additional Insured Name: _____

Additional Insured Address: _____

City, State, Zip: _____

Additional Insured's Interest:

Landlord Resource & Referral Agency

Other: _____

Should you have any questions, please feel free to call our office.

* \$25.00 EACH. PLEASE INCLUDE WITH YOUR DOWN PAYMENT.

CHECK BY FAX

PLACE YOUR CHECK HERE

Make Your Check Payable to Accord Insurance Services, Inc

Do not mail us your original check

"Check by Fax" is a simple to use process that helps you make your deposit payment while avoiding the uncertainties associated with postal delivery and the cost of overnight courier services.

Instructions:

1. The signator of the check must complete the basic information below.
2. The signator of the check must sign as the 'authorized signature' below.
3. Make the check payable to Accord Insurance Services, Inc.
4. Tape your check inside the 'placeholder' space provided above.
5. Fax this document to **800.501.0905**
6. Do not mail your original check to us. This may result in duplicate payment.
7. All Returned or NSF checks are subject to a \$100 service charge.
8. For same day posting, this fax copy must be received by us prior to 2:00 PM PST, Monday to Friday. Facsimiles received after 2:00PM PST, M-F or on a Holiday, will be posted the next normal business day.

I authorize Accord Insurance Services, Inc. to accept the check above and create a bank draft/check with the following information. The faxing of this form constitutes authorization to negotiate the facsimile check.

Checking Account# _____

Check# _____

Name and Contact Phone# _____

Company Name _____

Email Address _____

Authorized Signature