

SCMA Childcare Practitioners Important Notice to Policyholder

We have made some changes to our SCMA Childcare Practitioners policy.

The following is a summary of the key changes that have been applied to the SCMA Childcare Practitioners policy.

This notice may include changes to sections of the policy for which cover has not been selected. Please therefore ensure that you read this document in conjunction with the schedule which will confirm the sections of cover that are operative. This notice, the schedule and the policy wording form part of the renewal terms and conditions being offered.

If you require a copy of the updated policy wording, please contact Morton Michel.

Sections	
General Definitions	<p><i>The following changes have been made to General Definitions which can be found at the front of the policy wording.</i></p> <p><i>The Definition of act of terrorism amended to read as follows:</i></p> <p>act of terrorism</p> <ol style="list-style-type: none"> 1. any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which: <ol style="list-style-type: none"> (a) involves serious violence against a person (b) involves serious damage to property (c) endangers a person’s life other than that of the person committing the action (d) creates a serious risk to the health or safety of the public or a section of the public (e) is designed to interfere with or seriously disrupt an electronic system. 2. any action taken in controlling preventing suppressing or in any way relating to any act of terrorism <p><i>The following Definitions have been added:</i></p> <p>computer system any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility</p> <p>cyber act an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system</p> <p>cyber incident</p> <ol style="list-style-type: none"> 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system

SCMA Childcare Practitioners Important Notice to Policyholder

	<p>data information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system</p> <p><i>The Definition of electronic data is deleted.</i></p> <p><i>The Definition of pollution or contamination is amended to read as follows:</i></p> <p>pollution or contamination</p> <ol style="list-style-type: none"> 1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and 2. all bodily injury or damage directly or indirectly caused by such pollution or contamination arising from any pollutants.
<p>General Conditions</p>	<p><i>General Condition 12. Sanctions is amended to read as follows:</i></p> <p>12. Sanctions</p> <p>We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.</p> <p><i>General Condition 13. Survey is amended to read as follows:</i></p> <p>13. Survey and Risk Improvement</p> <p>It is a condition precedent to our liability under this policy that:</p> <p>(a) as required by us, we will be allowed access to the premises to carry out a survey either:</p> <ol style="list-style-type: none"> (i) after inception of this policy (ii) prior to or post renewal of this policy; or (iii) the date we confirm cover in respect of an alteration made to this policy <p>(b) you will in respect of such survey:</p> <ol style="list-style-type: none"> (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey (ii) co-operate fully with us during the visit on the agreed date(s); and (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to you by us, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy. <p>We reserve the right to amend terms, definitions, conditions, clauses, exclusions and premium, of this policy, or withdraw cover under this policy if you fail to comply with any of the above. If we exercise any of the above options, we will advise you in writing confirming the action.</p>
<p>General Exclusions</p>	<p>Under Applicable to the Practitioner Contents, Loss of Revenue and Temporary Suspension of Registration Certificate Sections</p> <p><i>General Exclusion 5. Act of Terrorism is amended to read as follows:</i></p> <p>5. Act of Terrorism</p> <p>An act of terrorism.</p>

SCMA Childcare Practitioners Important Notice to Policyholder

If **we** allege that by reason of this exclusion any **damage**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

*Under General Exclusion 7. Electronic Risk the Definitions of **computer system** and **data** are deleted.*

General Exclusion 10. Pollution or Contamination is amended to read as follows:

10. Pollution or Contamination

Pollution or contamination but this shall not exclude destruction of or **damage** to the **property insured**, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **defined peril**; or
- (b) a **defined peril** which itself results from pollution or contamination.

For the purposes of this Exclusion the following Definition applies:

defined peril means one of the following perils if specifically insured by this insurance:

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, theft, storm, flood, escape of water from any tank apparatus or pipe, escape of oil from any fixed heating installation, impact including by any road vehicle or animal.

Under **Applicable to the Public and Products Liability and Professional Indemnity Sections**

General Exclusion 17. Electronic Risk is deleted and replaced with the following:

17. Cyber

- (a) Any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- (b) Loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**

This Exclusion shall not apply in respect of:

- (i) **bodily injury**
- (ii) physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** or a **cyber incident**.

General Exclusion 18. Pollution or Contamination is amended to read as follows:

18. Pollution or Contamination

- (a) Liability in respect of **pollution or contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **period of insurance** provided that:
 - (i) all **pollution or contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (ii) **our** liability for all damages including interest payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **schedule**
 - (iii) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
- (b) Liability in respect of **pollution or contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories.