



INFORMATION TECHNOLOGY

We believe Information Technology Liability should be easy to deliver and understand which is why we've released our 11.20 v2 version in plain language with a simplified layout. Please note the clause numbers and titles have changed.

Information Technology Liability Wording	V08.14	V11.20 v2	Comments
Important Notices			
	Not Included	<p>This section contains important information relating to the policy, and includes information about Your Duty of Disclosure, Notification of Circumstances, our Privacy Policy, the General Insurance Code of Practice, and our Complaints Procedures.</p> <p>The DUAL Australia Information Technology Liability Wording 11.20 v2 also includes updated Important Notices relating to Lloyd's Complaints Handling Procedures, on account of updates to the General Insurance Code of Practice (GICOP) and ASIC Regulatory Guide (RG271), as well as Service of Suit and Legal Notices, Notification of Claims, and information about DUAL Australia.</p>	We've moved all the important information to the front of the policy for the sake of full transparency and for the ease of reference.
Section A Professional Indemnity - Insuring Clause			
Civil Liability	Civil liability	Civil liability	Broad form civil liability
Defence Costs in Addition	Insuring Clause 2.2	Insuring Clause 2.2	Clarification: This section has been re-worded to plain English.
Advancement of Defence Costs	Insuring Clause 2.3	Insuring Clause 2.3	Clarification: This section has been re-worded to plain English.

INFORMATION TECHNOLOGY CHANGES TO COVER

Information Technology Liability Wording	V08.14	V11.20 v2	Comments
Retroactive Date	Insuring Clause 2.4	Insuring Clause 2.4	Coverage Enhancement: Coverage now applies to civil liability arising from <i>conduct</i> of the insured , rather than simply <i>acts, errors or omissions</i> .
Section A Professional Indemnity - Automatic Extensions			
Preamble	Not Included	Notices for Sub-limits and deductibles have been moved to the Preamble of Section 3: Automatic Extensions (Section A)	Clarification: sub-limits are part of and not in addition to the indemnity limit . Clarification: deductibles are specified in the schedule and are inclusive of defence costs unless otherwise specified.
Amounts Paid for Product and Service	Extension 3.1	Automatic Extension 3.1 Sub-limited to \$250,000	Clarification: This Automatic Extension has been re-worded for clarity.
Attendance at Investigations	Extension 3.2	Automatic Extension 3.2 Full policy limit	Coverage Enhancement: no requirement for legal compulsion to attend an investigation
Consultants, Sub-contractors and Agents	Extension 3.3	Automatic Extension 3.3 Full policy limit	Clarification: This Automatic Extension has been re-worded to include cover for loss and defence costs
Consumer Protection Legislation	Extension 3.4	Automatic Extension 3.4 Full policy limit	Clarification: This Automatic Extension has been clarified to now include the updated <i>Competition and Consumer Act 2010</i> (Cth) and the Australian Consumer Law.
Continuous Cover	Extension 3.5	Automatic Extension 3.5	Clarification: This Automatic Extension has been re-worded for clarity regarding notification made to the prior insurer. See policy wording for full terms and conditions.
Contractual Liability	Extension 3.6	Automatic Extension 3.6	

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Section A Professional Indemnity - Automatic Extensions			
Contract Review Service	Included in the schedule	Automatic Extension 3.7 4 contract reviews per insurance period	Coverage Enhancement: This Value Added Benefit provides the insured with 4x contract reviews each insurance period . A contract review is performed by an external lawyer and examines third party contracts before you sign them for the purpose of identifying any potential issues. See policy wording for full terms and conditions.
Court Attendance Costs	Extension 3.7 \$500 per day	Automatic Extension 3.8 \$1,000 per day	Coverage Enhancement: Per day limit increased from \$500 to \$1000
Crime	Extension 3.8 Sub-limited \$50,000	Automatic Extension 3.9 Sub-limited \$50,000	
Defamation	Extension 3.9 Full policy limit	Automatic Extension 3.10 Full policy limit	
Discovery Period	Extension 3.10 60 days automatic for nil EP 12 months for 100% annual premium 84 months, subject to underwriting criteria and additional premium	Automatic Extension 3.11 90 days automatic for nil EP 12 months for 100% annual premium 84 months, subject to underwriting criteria and additional premium	Coverage Enhancement: Automatic discovery period increased from 60 days to 90 days at nil EP
Emergency Costs	Extension 3.11 Previously Emergency Defence Costs	Automatic Extension 3.12 Full policy limit	Coverage Enhancement: Now includes legal representation costs, loss mitigation and rectification costs and public relations expenses in addition to defence costs . Limit Enhancement: Increase from \$100,000 to Full Policy Limit
Fee Recovery	Extension 3.12 Sub-limited to \$250,000	Automatic Extension 3.13 Sub-limited to \$250,000	Clarification: This Automatic Extension has been re-worded for clarity regarding the interplay with General Condition 11.1 (Subrogation and Recoveries).
Former Subsidiary	Extension 3.13	Automatic Extension 3.14 Full policy limit	

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Section A Professional Indemnity - Automatic Extensions			
Fraud and Dishonesty for Innocent Parties	Extension 3.14	Automatic Extension 3.15 Full policy limit	Clarification: This Exclusion has been re-worded for clarity regarding the prohibition on committing or condoning an act, omission or breach. See policy wording for full terms and conditions.
Heirs, Estates and Legal Representatives	Extension 3.15	Automatic Extension 3.16 Full policy limit	
Implied Warranties and Conditions (Fit for Purpose)	Extension 3.16	Automatic Extension 3.17 Full policy limit	
Intellectual Property	Extension 3.17 1 hour per circumstance	Automatic Extension 3.18 Full policy limit	Clarification: This Automatic Extension has been re-worded to clarify its meaning. See the policy wording for full terms and conditions.
Joint Venture Liability	Extension 3.18	Automatic Extension 3.19 Full policy limit	Clarification: This Automatic Extension has been re-worded to clarify its meaning. Cover remains the same, for claims for civil liability arising from the conduct of the professional business . See the policy wording for full terms and conditions.
Key Man Loss	Extension 3.19 Sub-limited to \$250,000	Automatic Extension 3.20 Sub-limited to \$250,000	
Licensee Intellectual Property Rights	Extension 3.20	Automatic Extension 3.21 Full policy limit	Clarification: This Automatic Extension has been re-worded to include loss and defence costs
Limitation of Liability Contracts	Extension 3.21	Automatic Extension 3.22 Full policy limit	
Loss Mitigation and Rectification Costs	Extension 3.22 Sub-limited to \$250,000	Automatic Extension 3.23 Sub-limited to \$250,000	
Lost Data	Extension 3.23	Automatic Extension 3.24 Full policy limit	
Newly Created or Acquired Entity or Subsidiary	Extension 3.24	Automatic Extension 3.25 Full policy limit	

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Information Technology Liability Wording	V08.14	V11.20 v2	Comments
Section A Professional Indemnity - Automatic Extensions			
Panel Counsel	Extension 3.25 1 hour per circumstance	Automatic Extension 3.26 1 hour per enquiry	Coverage Enhancement: This Value Added Services has been improved and now provides 1 hour of free legal advice in relation to any matter relevant to the risks insured by the Policy . See policy wording for full terms and conditions.
Previous Business	Extension 3.26	Automatic Extension 3.27 Full policy limit	
Public Relations	Extension 3.27	Automatic Extension 3.28 Full policy limit	
Reinstatement of Indemnity Limit	Extension 3.28	Automatic Extension 3.29 Full policy limit	
Statutory Liability (Fines and Penalties)	Extension 3.29 Sub-limit \$100,000	Automatic Extension 3.30 Sub-limit \$100,000	Clarification: This Automatic Extension has been re-worded for clarity.
Section A Professional Indemnity - Optional Extensions			
Employment Practices Liability	Optional Extension 4.1 Sub-limited \$500,000 Deductible \$10,000	Optional Extension 4.1 Sub-limited \$500,000 Deductible \$10,000	
USA and Canada Cover	Optional Extension 4.2 Sub-limited \$1M Deductible \$50,000	Optional Extension 4.2 Sub-limited \$1M Deductible \$50,000	
Whistleblower Hotline Access	Optional Extension 4.3	Optional Extension 4.3	
Section B Public and Products Liability - Insuring Clauses			
Public and Products Liability	Insuring Clause 5.1	Insuring Clause 5.1	Clarification: This Insuring Clause has been re-worded for clarity.
Product Recall Expenses	Insuring Clause 5.2 Sub-limited to \$250,000	Insuring Clause 5.2 Full policy limit	Coverage Enhancement: Removed carve out for mislabelling or misdirection due to continued use of existing labels or instructions. Limit Enhancement

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Defence Costs in Addition to Indemnity Limit	Insuring Clause 5.3	Insuring Clause 5.3	Clarification: This Insuring Clause has been re-worded for clarity
Advancement of Defence Costs	Insuring Clause 5.4	Insuring Clause 5.4	Clarification: This Insuring Clause has been re-worded for clarity
Section B Public and Products Liability - Automatic Extensions			
Preamble	Not Included	Notices for Sub-limits and deductibles have been moved to the Preamble of Section 6: Automatic Extensions (Section B)	<p>Clarification: sub-limits are part of and not in addition to the indemnity limit.</p> <p>Clarification: deductibles are specified in the schedule and are inclusive of defence costs unless otherwise specified.</p>
Attendance at Investigations	Extension 6.1	Automatic Extension 6.1	Coverage Enhancement: Language broadened to "arising from" from "resulting directly"
Consultants, Sub-contractors and Agents	Extension 6.1	Automatic Extension 6.2	Clarification: This Automatic Extension has been re-worded to include loss and defence costs
Cross Liability	Extension 6.3	Automatic Extension 6.3	Clarification: This has been re-worded to focus on cross liability relating to the policyholder rather than the insured .
Panel Counsel	Extension 6.4	Automatic Extension 6.4	<p>Coverage Enhancement: This Value Added Services has been improved and now provides 1 hour of free legal advice in relation to any matter relevant to the risks insured by the Policy.</p> <p>See policy wording for full terms and conditions.</p>
Principal's Liability	Extension 6.5	Automatic Extension 6.5	
Tenant's Liability	Extension 6.6	Automatic Extension 6.6	Clarification: This Automatic Extension has been re-worded for clarity
Vendor's Liability	Extension 6.7	Automatic Extension 6.7	Clarification: This Automatic Extension has been re-worded for clarity

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Section B Public and Products Liability - Optional Extensions			
USA and Canada Cover	Optional Extension 7.1 Sub-limited \$1M Deductible \$50,000	Optional Extension 7.1 Sub-limited \$1M Deductible \$50,000	
Exclusions Note: only Exclusions with amendments are shown			
Amounts Paid or Restitution	Exclusion 8.2	Exclusion 8.2	Clarification: This Exclusion has been re-worded to clarify our intention not to cover claims arising from refunds.
Asbestos and Toxic Mould	Exclusion 8.3	Exclusion 8.3	Clarification: This Exclusion has been re-worded for clarity, removal of reference to stachy botrys
Associates	Exclusion 8.4	Exclusion 8.4	Clarification: This Exclusion has been re-worded for clarity, changes only to structure
Defective Products (Section B only)	Exclusion 8.6	Exclusion 8.6	Clarification: This Exclusion has been clarified to apply to Section B only
Faulty Workmanship (Section B Only)	Exclusion 8.11	Exclusion 8.11	Clarification: This Exclusion has been clarified to apply to Section B only
Exclusions Note: only Exclusions with amendments are shown			
Fraud and Dishonesty	Exclusion 8.13	Exclusion 8.13	Clarification: This exclusion has been re-worded to give more certainty to the insured , and is now determined by a "final, non-appealable determination adverse to the insured ." See policy wording for full terms and conditions.
Prior Known Facts	Exclusion 8.19	Exclusion 8.19	Clarification: This Exclusion has been re-worded for clarity about notifying disputed facts.
Sanctions Limitation	Exclusion 8.24	Exclusion 8.24	Clarification: This Exclusion has been re-worded for clarity.
Vehicles	Exclusion 8.27	Exclusion 8.27	Clarification: This Exclusion has been re-worded for clarity, changes only to structure.

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Retroactive Date	Not Included	Exclusion 8.29	Clarification: This Exclusion has been inserted to clarify the application of Insuring Clause 2.4 (Retroactive Date) and applies to acts, errors or omissions occurring prior to the retroactive date .
Definitions Note: only Definitions with amendments are shown			
Civil liability	Clause 9.4	Clause 9.4	Clarification: civil liability arising from the performance of information technology services or the provision of information technology products
Claim	Clause 9.5	Clause 9.5	Clarification: verbal demand by a third party for monetary damages or compensation
Contract Review Service	Included via the schedule	Clause 9.6	This definition is now embedded rather than applied by via endorsement
Direct financial loss	Clause 6.8	Deleted	Now found in definition of crime loss
Employment Practice Breach	Clause 9.17	Clause 9.16	Clarification: This definition has been structured for clarity, however no substantive changes have been made
Information technology services	Clause 9.23	Clause 9.22	Coverage Enhancement (additions in italics): Information technology services means the following <i>services, advice or work provided by the insured:</i> (a) software design, <i>development and specification;</i> (b) systems integration <i>and testing;</i> (d) electronic data processing <i>and data housing;</i> (m) <i>training;</i> (p) <i>such other services as may be agreed but only if confirmed by endorsement to this policy</i>

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Definitions			
Note: only Definitions with amendments are shown			
Investigation	Clause 9.25	Clause 9.26	Clarification: Re-worded for readability: " insured's business "
Loss	Clause 9.30	Clause 9.30	<p>Clarification: Loss does not include any: (v) taxes, fines or penalties; or amounts, other than damages, calculated by reference to taxes, fines or penalties;</p> <p>Clarification: The DUAL Australia Information Technology Liability Wording 11.20 v1 included a carve-out in the definition of loss as follows: "Loss does not include... amounts which are indirect or consequential."</p> <p>This carve-out at clause 9.30(vii) "<i>amounts which are indirect or consequential</i>" has been removed in the DUAL Australia Information Technology Liability Wording 11.20 v2.</p>
Personal injury	Clause 9.35	Clause 9.36	Coverage Enhancement: Broadened scope to "arising from an occurrence" rather than "resulting from an occurrence"
Conditions			
Other Insurance	General Condition 8.15	General Condition 8.15	Clarification: This General Condition has been amended to align with the relevant legislation (Insurance Contracts Act) and also to more accurately represent the current process for Other Insurance in Australia.