



PROFESSIONAL INDEMNITY – DESIGN AND ENGINEERING

We believe Professional Indemnity 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.

Design and Engineering Professional Indemnity 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 Design and Engineering Professional Indemnity 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 ease of reference.
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.

PROFESSIONAL INDEMNITY CHANGES TO COVER

Design and Engineering Professional Indemnity 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> .
Automatic Extensions			
Attendance at Investigations	Extension 3.1	Automatic Extension 3.1 Full policy limit	Coverage Enhancement: no requirement for legal compulsion to attend an investigation
Compensatory Penalties	Not Included	Automatic Extension 3.2 Sub-limited to \$500,000	Coverage Enhancement: New cover for compensatory civil penalties or orders. These are awarded by regulatory bodies hearing complaints from third party clients, where compensation is deemed more appropriate than a penalty. See policy wording for full terms and conditions.
Consultants, Sub-contractors and Agents	Extension 3.2	Automatic Extension 3.3 Full policy limit	Coverage Enhancement: cover provided for <i>conduct</i> instead of <i>acts, errors or omissions</i> .
Consumer Protection Legislation	Extension 3.3	Automatic Extension 3.4 Full policy limit	Clarification: This Extension has been clarified to now include the updated <i>Competition and Consumer Act 2010 (Cth)</i> and the Australian Consumer Law.
Continuous Cover	Extension 3.4	Automatic Extension 3.5	
Contract Review Service	Included in the schedule	Automatic Extension 3.6 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.

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Automatic Extensions			
Court Attendance Costs	Extension 3.5 \$500 per day Full policy limit	Automatic Extension 3.7 \$1,000 per day Full policy limit	Coverage Enhancement: Per day limit increased from \$500 to \$1000. Limit Enhancement: Sub-limit increased from \$100,000 to Full Policy Limit
Crime	Extension 3.6 Sub-limited \$50,000	Automatic Extension 3.8 Sub-limited \$50,000	
Defamation	Extension 3.7 Full policy limit	Automatic Extension 3.9 Full policy limit	
Discovery Period	Extension 3.8 60 days automatic for nil EP 12 months for 100% annual premium 84 months, subject to underwriting criteria and additional premium	Automatic Extension 3.10 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 3.9 Previously Emergency Defence Costs	Automatic Extension 3.11 Full policy limit	Coverage Enhancement: Now includes legal representation costs and public relations expenses in addition to defence costs .
Former Subsidiary	Extension 3.10	Automatic Extension 3.12 Full policy limit	Clarification: cover includes loss and defence costs
Fraud and Dishonesty for Innocent Parties	Extension 3.11	Automatic Extension 3.13 Full policy limit	
Heirs, Estates and Legal Representatives	Extension 3.12	Automatic Extension 3.14 Full policy limit	
Intellectual Property	Extension 3.13	Automatic Extension 3.15 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 3.14	Automatic Extension 3.16 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.

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Automatic Extensions			
Lost Data	Extension 3.15	Automatic Extension 3.17 Full policy limit	
Newly Created or Acquired Entity or Subsidiary	Extension 3.16	Automatic Extension 3.18 Full policy limit	
Panel Counsel	Extension 3.17 1 hour per circumstance	Automatic Extension 3.19 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 3.18	Automatic Extension 3.20 Full policy limit	
Public Relations	Extension 3.19	Automatic Extension 3.21 Full policy limit	
Reinstatement of Indemnity Limit	Extension 3.20	Automatic Extension 3.22 Full policy limit	
Reputational Protection Expenses	Not Included	Automatic Extension 3.23 Full policy limit	Coverage Enhancement: New cover for reasonable costs and expenses of a Public Relations firm or other consultant to disseminate the findings of a final adjudication in favour of the insured . This is cover for post- claim protection, as opposed to the pre- claim protection provided by the Public Relations Automatic Extension. Full policy limit See policy wording for full terms and conditions.
Statutory Liability (Fines and Penalties)	Extension 3.21 Sub-limit \$100,000	Automatic Extension 3.24 Sub-limit \$100,000	
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	

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Optional Extensions			
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	
Exclusions Note: only Exclusions with amendments are shown			
Amounts Paid or Restitution	Exclusion 5.1	Exclusion 5.1	Clarification: This exclusion has been re-worded to clarify its intention to exclude claims arising from refunds.
Asbestos and Toxic Mould	Exclusion 5.2	Exclusion 5.2	Clarification: This exclusion has been re-worded to clarify its intention, and has removed reference to stachy botrys.
Associates	Exclusion 5.3	Exclusion 5.3	Clarification: This exclusion has been re-worded for readability, structural changes only.
Fraud and Dishonesty			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 5.17	Exclusion 5.17	Clarification: This exclusion has been re-worded for clarity. See policy wording for full terms and conditions.
Sanctions Limitation	Exclusion 5.20	Exclusion 5.20	Clarification: This exclusion has been re-worded for clarity.
Retroactive Date	Not Included	Exclusion 5.24	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.

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Definitions Note: only Definitions with amendments are shown			
Civil liability	Clause 6.2	Clause 6.2	Clarification: civil liability arising from provision of professional business
Claim	Clause 6.3	Clause 6.3	Clarification: verbal demand by a third party for monetary damages or compensation
Contract Review Service	Included via the schedule	Clause 6.4	This definition is now embedded rather than applied by endorsement
Direct financial loss	Clause 6.8	Deleted	Now found in definition of crime loss
Loss	Clause 6.24	Clause 6.24	<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 Design and Engineering Professional Indemnity Wording 11.20 v1 included a carve-out in the definition of loss as follows: <i>“Loss does not include... amounts which are indirect or consequential.”</i></p> <p>This carve-out at clause 6.24(vii) <i>“amounts which are indirect or consequential”</i> has been removed in the DUAL Australia Design and Engineering Professional Indemnity Wording 11.20 v2.</p>

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Definitions Note: only Definitions with amendments are shown			
Reputational Protection Expenses	Not Included	Clause 6.35	Coverage Enhancement: "Means the reasonable costs and expenses of a public relations firm or consultant, crisis management firm or law firm retained with our prior written consent (which will not be unreasonably delayed or withheld) to disseminate the findings of a final adjudication in favour of the insured arising from a claim or investigation covered under the policy . It does not include overheads, staff remuneration or management time of any insured or compensation or other payments made to customers, clients or potential claims or any fines and penalties."
Claims Conditions			
Notification of Crime Loss	Not Included	Claims Condition 7.2	Clarification: This Condition sets out clearly the duties of both us and the insured when lodging a claim for a Crime Loss under the policy .
General Conditions			
Subrogation and Recoveries	Previously Claims Condition 7.6	General Condition 8.1	Clarification: This has been moved from Claims Conditions to General Conditions
Territorial Limitation	Previously Territorial Scope	General Condition 8.8	Clarification: Name change only, territorial scope remains worldwide
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.

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General Conditions			
Interpretation	General Condition 8.1	General Condition 8.18	Clarification: This has been moved to a different clause number only