



## GENERAL LIABILITY CHANGES TO COVER

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

General Liability	V11.13	V11.20	Comments
<p>This Changes to Cover Comparison looks at the key improvements to our Public and Products Liability product, including coverage and sub-limits. The DUAL Australia General Liability Wording 11.20 has replaced the DUAL Australia Public Liability Wording 11.13, offering expanded coverage for Public and Products Liability for office-based risks. There are some Optional Extensions contained in this policy wording that may not be offered to certain professions or occupations.</p>			
<b>Important Notices</b>			
	Not Included	This section contains important information relating to the <b>policy</b> , and includes information about Your Duty of Disclosure, Notification of Circumstances, our Privacy Policy, the General Insurance Code of Practice, and our Complaints Procedures.	We've moved all the important information to the front of the <b>policy</b> for the sake of full transparency and for the ease of reference.
<b>Preamble</b>			
	Section 1	Section 1	<b>Clarification:</b> The Preamble sets out the connection between coverage, the <b>insurance period</b> , and the payment of premium.
<b>Insuring Clauses</b>			
Public and Products Liability	Insuring Clause 2.1	Insuring Clause 2.1	<b>Clarification:</b> The primary insuring clause provides cover for <b>personal injury</b> or <b>property damage</b> happening within the <b>territory</b> and caused by an <b>occurrence</b> during the <b>insurance period</b> in connection with the <b>business</b> .
Defence Costs in Addition to Indemnity Limit	Insuring Clause 2.2 (Defence Costs and Expenses)	Insuring Clause 2.2	<b>Clarification:</b> First aid expenses is now contained within the definition of <b>defence costs</b> .

## GENERAL LIABILITY CHANGES TO COVER

General Liability	V11.13	V11.20	Comments
Advancement of Defence Costs	Not Included	Insuring Clause 2.3	<b>Coverage Enhancement:</b> Advancement of Defence Costs as and when they are incurred prior to the final resolution of the <b>claim</b> .
<b>Automatic Extensions</b>			
Preamble		Notices for Sub-limits and <b>deductibles</b> have been moved to the Preamble of Section 3: Automatic Extensions.	<b>Clarification:</b> sub-limits are part of and not in addition to the <b>indemntiy limit</b> . <b>Clarification:</b> <b>deductibles</b> are specified in the <b>schedule</b> and are inclusive of <b>defence costs</b> unless otherwise specified.
Advertising Liability	Not Included	Automatic Extension 3.1	<b>Coverage Enhancement:</b> New cover for <b>damages</b> in respect of <b>advertising liability</b> caused by an <b>occurrence</b> .
Attendance at Investigations	Not Included	Automatic Extension 3.2	<b>Coverage Enhancement:</b> New cover for <b>investigation costs</b> arising from attendance at or preparation for an <b>investigation</b> .
Committees and Services	Clause 4.2 (Business)	Automatic Extension 3.3	<b>Clarification:</b> Previously set out in the definition of <b>business</b> , this cover is now set out as an Automatic Extension.
Consultants, Sub-contractors and Agents	Not Included	Automatic Extension 3.4	<b>Coverage Enhancement:</b> New cover for liability arising from conduct of consultants, sub-contractors and agents.
Cross Liability	General Condition 7.10 (Cross Liability)	Automatic Extension 3.5	<b>Clarification:</b> This cover has been moved from General Conditions to an Automatic Extension.
Estates and Legal Representatives	Not Included	Automatic Extension 3.6	<b>Coverage Enhancement:</b> New cover for personal representatives of the estate of any <b>insured</b> in respect of liability incurred due to acting in their capacity as such representative of an <b>insured</b> .
Joint Venture Liability	Not Included	Automatic Extension 3.7	<b>Coverage Enhancement:</b> New cover for liability arising from any joint venture where the <b>insured</b> has active control, or is required to arrange insurance.  No liability for joint venture partner's own liability.

# GENERAL LIABILITY CHANGES TO COVER

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<b>Automatic Extensions</b>			
Landlord's Liability	Not Included	Automatic Extension 3.8	<b>Coverage Enhancement:</b> New cover for liability arising from the <b>insured's</b> legal ownership, but not physical occupation, of any premises.
Panel Counsel	Not Included	Automatic Extension 3.9	<b>Coverage Enhancement:</b> 1 hour of free advice per enquiry to each matter relevant to the risks insured by this <b>policy</b> . See policy wording for full terms and conditions.
Principal's Liability	Limited inclusion in definition of <b>insured</b> (cl 4.9(d))	Automatic Extension 3.10	<b>Clarification:</b> This cover now appears as an Automatic Extension.
Property in Care Custody or Control	Not Included	Automatic Extension 3.11	<b>Coverage Enhancement:</b> New cover for liability in respect of <b>property damage</b> to premises leased to the <b>insured</b> or temporarily occupied by the <b>insured</b> , vehicles not belonging to the <b>insured</b> , clothing and person effects belonging to <b>employees</b> and visitors, and other property in the physical or legal control of the <b>insured</b> . See policy wording for full terms and conditions.
Tenant's Liability	Insuring Clause 2.3	Automatic Extension 3.12	<b>Clarification:</b> This cover now appears as an Automatic Extension.
Visits to Countries Outside the Policy Territory	Not Included	Automatic Extension 3.13	<b>Coverage Enhancement:</b> New cover for liability for <b>personal injury</b> or <b>property damage</b> in any country outside the <b>territory</b> , arising from temporary visits to these countries. See policy wording for full terms and conditions.
<b>Optional Extensions</b>			
Goods on Hook	Not Included	Optional Extension 4.1	<b>Not Included</b>
Hot Work	Not Included	Optional Extension 4.2	<b>Not Included</b>

# GENERAL LIABILITY CHANGES TO COVER

General Liability	V11.13	V11.20	Comments
<b>Optional Extensions</b>			
Mechanical Plant	Not Included	Optional Extension 4.3	<b>Not Included</b>
Machinery Service / Repair Liability	Not Included	Optional Extension 4.4	<b>Not Included</b>
Pollution Liability	Not Included	Optional Extension 4.5	<b>Not Included</b>
Underground Services	Not Included	Optional Extension 4.6	<b>Not Included</b>
Vibration and Removal of Support	Not Included	Optional Extension 4.7	<b>Not Included</b>
<b>Exclusions</b>			
<b>Note:</b> both New and Amended Exclusions are described in this comparison. For further information about New and Amended Exclusions, please refer to the Policy Wording.			
Aircraft Products	Exclusion 5.11 (Aircraft and Watercraft)	Exclusion 5.1	
Asbestos and Toxic Mould	Exclusion 5.8	Exclusion 5.2	
Building Defects Exclusion	Not Included	Exclusion 5.3	<b>Clarification:</b> New Exclusion for <b>personal injury</b> or <b>property damage</b> arising from failure to meet relevant Building Codes.
Contractual Liability	Exclusion 5.3 (Assumed Liability)	Exclusion 5.4	
Defamation	Exclusion 5.18 (Libel and Slander)	Exclusion 5.5	<b>Clarification:</b> This Exclusion will not apply to the extent that Automatic Extension 3.1 (Advertising Liability) applies.
Defective Materials, Design & Workmanship	Exclusion 5.13 (Faulty Workmanship)	Exclusion 5.6	
Dishonesty	Not Included	Exclusion 5.7	<b>Clarification:</b> Exclusion for deliberate, reckless, fraudulent, dishonest, malicious or criminal acts.
E-Commerce	Exclusion 5.21 (Internet Operations)	Exclusion 5.8	
Failure to Insure	Not Included	Exclusion 5.9	<b>Clarification:</b> Exclusion for breaches of obligations to insure.
Fines, Penalties and Refund of Fees	Exclusion 5.2 (Fines and Penalties and Non-Compensatory)	Exclusion 5.10	

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<b>Exclusions</b>			
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Goods on Hook	Not Included	Exclusion 5.11	<b>Clarification:</b> This Exclusion will not apply to the extent that Optional Extension 4.1 (Goods on Hook) applies, if purchased.
Hot Work	Not Included	Exclusion 5.12	<b>Clarification:</b> This Exclusion will not apply to the extent that Optional Extension 4.2 (Hot Work) applies, if purchased.
Insured's Products	Exclusion 5.24 (Product Defect)	Exclusion 5.13	
Jurisdiction	Exclusion 5.28 (Legal Jurisdiction)	Exclusion 5.14	
Loss of Use	Exclusion 5.17	Exclusion 5.15	
Misuse of Drugs	Not Included	Exclusion 5.16	<b>Clarification:</b> Exclusion for liability arising from use, manufacture or distribution of methamphetamine or any other prohibited substance.
Molestation	Exclusion 5.25 (Sexual Molestation)	Exclusion 5.17	
North American Countries	Not Included	Exclusion 5.18	<b>Clarification:</b> Exclusion for <b>personal injury</b> or <b>property damage</b> in connection with <b>North American countries</b> . Includes jurisdictional limitation.
North American Exports	Exclusion 5.27(a) (Territorial Limits)	Exclusion 5.19	<b>Clarification:</b> Exclusion for liability in connection with the export of the <b>insured's products to North American countries</b> . Includes jurisdictional limitation.
Nuclear/Radioactivity	Exclusion 5.7	Exclusion 5.20	
Offshore Gas or Oil Platforms	Not Included	Exclusion 5.21	<b>Clarification:</b> Exclusion for liability arising from work performed on any offshore gas or oil platforms.
Personal Injury to Employees	Exclusion 5.4 (Liability to EMPLOYEES)	Exclusion 5.22	

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<b>Exclusions</b>			
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Pollution	Exclusion 5.5	Exclusion 5.23	<b>Clarification:</b> This Exclusion will not apply to the extent that Optional Extension 4.5 (Pollution Liability) applies, if purchased.
Professional Liability	Exclusion 5.16 (Professional Services)	Exclusion 5.24	
Property Owned	Exclusion 5.9 (Property In Your Physical or Legal Control)	Exclusion 5.25	
Underground Services	Exclusion 5.20 (Pipes and Cables)	Exclusion 5.26	
Vehicles	Exclusion 5.9 (Property In Your Physical or Legal Control) Exclusion 5.12 (Vehicles)	Exclusion 5.27	
Vibration and Removal of Support	Not Included	Exclusion 5.28	<b>Clarification:</b> This Exclusion will not apply to the extent that Optional Extension 4.7 (Vibration and Removal of Support) applies, if purchased.
War/Terrorism	Exclusion 5.6	Exclusion 5.29	
Withdrawal or Repair of Products	Exclusion 5.10 (Product Recall)	Exclusion 5.30	
Communicable Disease Exclusion	Endorsement	Endorsement	<b>Clarification:</b> Exclusion for liability arising from a Communicable Disease.
Cyber and Data Total Exclusion	Endorsement	Endorsement	<b>Clarification:</b> Total data and cyber liability exclusion.
Physical Work Exclusion	Exclusion 5.29	Endorsement	<b>Clarification:</b> Exclusion now applies to any manual or physical work performed by the <b>insured</b> . Also applies to construction management, construction supervision, and actual building or construction work.
<b>Definitions</b>			
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Act of Parliament	Not Included	Clause 6.1	

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<b>Definitions</b>			
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Advertising Liability	Not Included	Clause 6.2	<b>Clarification:</b> This Definition facilitates the Advertising Liability Automatic Extension.
Aircraft	Clause 4.1	Clause 6.3	
Business	Clause 4.2	Clause 6.4	<b>Coverage Enhancement:</b> <b>Business</b> now includes any other activity that the <b>insured</b> may undertake (subject to <b>our</b> prior consent).
Claim	Clause 4.3	Clause 6.5	<b>Clarification:</b> extended definition of <b>claim</b> , now includes ""written or verbal demand by a third party for monetary relief."  See policy wording for full terms and conditions.
Damages	Not Included	Clause 6.6	<b>Clarification:</b> Embedded definition of <b>damages</b> .
Deductible	Clause 4.4	Clause 6.7	
Defective workmanship	Not Included	Clause 6.8	<b>Clarification:</b> This Definition facilitates the Defective Materials, Design & Workmanship Exclusion.
Defence costs	Clause 4.5	Clause 6.9	<b>Clarification:</b> This Definition has been re-drafted for clarity, and now includes a carve out for internal/overhead expenses of the <b>insured</b> , cost of the <b>insured's time</b> , or loss of earnings or profits.
Employee	Not Included	Clause 6.10	<b>Clarification:</b> Embedded definition of <b>employee</b> .
Hot work	Not Included	Clause 6.11	<b>Clarification:</b> This Definition facilitates the Hot Work Exclusion.
Indemnity Limit	Clause 4.7	Clause 6.12	
Insurance period	Clause 4.8	Clause 6.13	

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<b>Definitions</b>			
<b>Note:</b> both New and Amended Definitions are described in this comparison. For further information about New and Amended Definitions, please refer to the Policy Wording.			
Insured	Clause 4.9	Clause 6.14	<b>Coverage Enhancement:</b> <b>Insured</b> now includes joint venture, co-venture and joint lessees.
Insured's products	Clause 4.14 (PRODUCT)	Clause 6.15	<b>Clarification:</b> This Definition has been re-drafted for clarity, and renamed.
Investigation	Not Included	Clause 6.16	<b>Clarification:</b> Embedded definition of <b>investigation</b> .
Investigation costs	Not Included	Clause 6.17	<b>Clarification:</b> Embedded definition of <b>investigation costs</b> .
Medical persons	Not Included	Clause 6.18	
Money	Not Included	Clause 6.19	
North American Countries	Not Included	Clause 6.20	<b>Clarification:</b> This Definition facilitates the North American Countries Exclusion.
Occurrence	Clause 4.10	Clause 6.21	
Official body	Not Included	Clause 6.22	<b>Clarification:</b> Embedded definition of <b>official body</b> . This Definition facilitates the Attendance at Investigations Automatic Extension.
Personal injury	Clause 4.11	Clause 6.23	<b>Coverage Enhancement:</b> <b>Personal injury</b> now includes trespass to the person.
Policy	Clause 4.12	Clause 6.24	
Policyholder	Not Included	Clause 6.25	<b>Clarification:</b> <b>Policyholder</b> includes <b>subsidiaries</b> .
Pollutants	Clause 4.13	Clause 6.26	
Property Damage	Clause 4.16	Clause 6.27	<b>Clarification:</b> <b>Property damage</b> now includes trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.
Principal	Not Included	Clause 6.28	



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<b>Definitions</b>			
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Proposal	Clause 4.17	Clause 6.29	
Schedule	Not Included	Clause 6.30	
Subsidiary	Not Included	Clause 6.31	
Territory	Not Included	Clause 6.32	<b>Clarification:</b> This Definition facilitates the various provisions of this policy governing territorial limitations.
Vehicle	Clause 4.18	Clause 6.33	<b>Clarification: Vehicle</b> now includes a <b>vehicles</b> accessories, tools, specialised equipment and spare parts.
Watercraft	Clause 4.19	Clause 6.34	
We/us/our	Clause 4.20	Clause 6.35	
Worker to Worker Claim	Not Included	Clause 6.36	<b>Clarification:</b> This Definition facilitates <b>worker to worker deductibles</b> which are displayed in the <b>schedule</b> , if applicable.
<b>Claims Conditions</b>			
Notification	Claim Condition 6.1	Claims Condition 7.1	<b>Clarification:</b> Updated address and Notification procedure.
Co-operation	Claim Condition 6.2	Claims Condition 7.2	
Allocation	Not Included	Claims Condition 7.3	<b>Clarification:</b> This new General Condition outlines the allocation of covered and uncovered costs.
Legal Representation and Settlement	Claim Condition 6.3	Claims Condition 7.4	
Order of Payments	Not Included	Claims Condition 7.5	<b>Clarification:</b> This new General Condition outlines the Order of Payments in the event of loss in the aggregate exceeding the <b>indemnity limit</b> .

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<b>General Conditions</b>			
Subrogation and Recoveries	General Condition 7.1 (Subrogation)	General Condition 8.1	<b>Clarification:</b> This has been moved from Claims Conditions to General Conditions
Goods and Services Tax	General Condition 7.8	General Condition 8.2	<b>Clarification:</b> This General Condition has been re-worded for simplicity and clarity.
Alteration to Risk	General Condition 7.2 (Increase in Risk)	General Condition 8.3	<b>Clarification:</b> Updated General Condition to facilitate Alteration to Risk provisions, including in the event of a <b>transaction</b> .
Assignment	General Condition 7.4	General Condition 8.4	<b>Clarification:</b> Consent for assignment to be noted by endorsement.
Cancellation	General Condition 7.5	General Condition 8.5	<b>Clarification:</b> This General Condition has been amended to account for our new cancellation procedure.
Several Liability of Underwriters	General Condition 7.11 (Several Liability Notice)	General Condition 8.6	
Confidentiality	Not Included	General Condition 8.7	<b>Clarification:</b> This General Condition has been included to clearly set out the rights of DUAL and the <b>insured</b> when it comes to confidentiality obligations.
Territorial Scope	Not Included	General Condition 8.8	<b>Clarification:</b> New General Condition to facilitate the Territorial Scope provisions of the <b>policy</b> , including where amended in the <b>schedule</b> .
Jurisdictional Limitation	Not Included	General Condition 8.9	<b>Clarification:</b> New General Condition to facilitate the Jurisdictional Limitation provisions of the <b>policy</b> , including where amended in the schedule.
Governing Law	Not Included	General Condition 8.10	<b>Clarification:</b> Renamed and amended to include references to <b>policy</b> definition.
Indemnity Limit	Clause 8.1	General Condition 8.11	<b>Clarification:</b> Additional conditions relating to the <b>indemnity limit</b> to account for extended coverage provided by this <b>policy</b> for <b>covered amounts</b> . Includes provisions relating to aggregate limits.

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Deductible	Clause 8.2	General Condition 8.12	<b>Clarification:</b> Renamed to account for change in terminology, and to provide additional conditions relating to the <b>deductible</b> .
Severability, Non-Imputation and Non-Avoidance	Claim Condition 6.6 (Non-Imputation)	General Condition 8.13	<b>Coverage Enhancement:</b> Non-imputation of state of mind or knowledge across <b>insured persons</b> (save as to the Chairman of the Board, CEO, COO or CFO). Non-avoidance provision now included. Limitation of <b>our</b> rights under s28(3) of the <i>Insurance Contracts Act 1984</i> (Cth)
Preservation of Right to Indemnity	Not Included	General Condition 8.14	<b>Clarification:</b> Preservation of Right to Indemnity for <b>insured persons</b> .
Other Insurance	Not Included	General Condition 8.15	<b>Clarification:</b> 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.
Currency	General Condition 5.10	General Condition 8.16	<b>Clarification:</b> This General Condition has been included to clearly set out the operation of the <b>policy</b> when it comes to currency.
Service of Legal Notices	General Condition 5.13	General Condition 8.17	<b>Clarification:</b> Updated Lloyd's Address and Service of Legal Notices procedure
Interpretation	Not Included	General Condition 8.18	<b>Clarification:</b> This General Condition has been re-worded for simplicity and clarity.
Reasonable Precautions	General Condition 7.9 (Prevention of Accidents)	General Condition 8.19	