



## RESOURCE INDUSTRY LIABILITY FACILITY (RILF) 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   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014   | DUAL Australia General<br>Liability Wording 11.20   | Comments   |
|---|--|---|--|
| product, including coverage an<br>has replaced the DUAL Austral<br>2014, offering expanded covera | son looks at the key improvemer<br>d sub-limits. The DUAL Australia<br>a Resource Liability Wording 11.2<br>ge for Public and Products Liabil<br>some Extensions contained in th<br>ns or occupations. | General Liability Wording 11.20<br>0 and the RILF Policy Wording<br>ity, and Pollution Liability, for   |  |
| Important Notices   |  |   |  |
|   | 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. |
| Preamble  |  |   |  |
|   | Section 1  | Section 1   | Clarification: The Preamble sets out the connection between coverage, the insurance period, and the payment of premium.                      |
| Insuring Clauses  |  |   |  |
| Public and Products Liability   | Section A: Public Liability<br>Section C: Products Liability   | Insuring Clause 2.1   | Clarification: These two<br>Insuring Clauses have been<br>combined into a single<br>Insuring Clause.   |
| Defence Costs in Addition to<br>Indemnity Limit   | Clause 5 (Indemnity Limits)  | Insuring Clause 2.2   | <b>Clarification</b> : This coverage is now listed as an Insuring Clause.  |

| General Liability                       | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014          | DUAL Australia General<br>Liability Wording 11.20               | Comments   |
|---|---|---|--|
| Advancement of Defence<br>Costs         | Not Included  | Insuring Clause 2.3   | Coverage Enhancement: Advancement of Defence Costs as and when they are incurred prior to the final resolution of the claim. |
| Automatic Extensions                    |   |   |  |
|   |   | Notices for Sub-limits and deductibles have been                | Clarification: sub-limits are part of and not in addition to the indemntiy limit.  |
| Preamble                                |   | moved to the Preamble of<br>Section 3: Automatic<br>Extensions. | Clarification: deductibles are specified in the schedule and are inclusive of defence costs unless otherwise specified.      |
| Advertising Liability                   | Section A: Public Liability<br>Clause 1 (Operative Clause -<br>Advertising Liability) | Automatic Extension 3.1   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Attendance at Investigations            | Clause 4.2 (Defence Costs)  | Automatic Extension 3.2   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Committees and Services                 | Clause 2.6 (Indemnity to Others)  | Automatic Extension 3.3   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Consultants, Sub-contractors and Agents | Clause 2.3 (Indemnity to Others)  | Automatic Extension 3.4   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Cross Liability                         | Clause 3A (Cross Liabilities)   | Automatic Extension 3.5   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Estates and Legal<br>Representatives    | Clause 2.7 (Indemnity to Others)  | Automatic Extension 3.6   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Joint Venture Liability                 | Clause 2.2 (Indemnity to Others)  | Automatic Extension 3.7   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Landlord's Liability                    | Clause 7.3.1 (Write-back to<br>Property Owned Exclusion)                              | Automatic Extension 3.8   | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.   |
| Panel Counsel                           | Not Included  | Automatic Extension 3.9   | Coverage Enhancement: 1 hour of free advice per enquiry to each matter relevant to the risks insured by this policy.         |
|   |   |   | See policy wording for full terms and conditions.  |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments  |
|---|--|---|---|
| Automatic Extensions  |  |   |   |
| Principal's Liability   | Clause 2.8 (Indemnity to Others)   | Automatic Extension 3.10                          | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.  |
| Property in Care Custody or<br>Control                            | Clause 7.3 (Write-back to<br>Property Owned Exclusion)                       | Automatic Extension 3.11                          | <b>Clarification</b> : this coverage is now offered as an Automatic Extension.  |
| Tenant's Liability  | Not Included   | Automatic Extension 3.12                          | Coverage Enhancement: New cover for liability for property damage to premises leased or rented by the insured.  See policy wording for full terms and conditions.   |
| Visits to Countries Outside<br>the Policy Territory               | Not Included   | Automatic Extension 3.13                          | Coverage Enhancement: New cover for liability for personal injury or property damage in any country outside the territory, airsing from temporary visits to these countries.  |
| Optional Extensions   |  |   | See policy wording for full terms and conditions.   |
| <b>Note</b> : Optional Extensions are and conditions of coverage. | subejct to underwriting criteria   | and additional premium. Refer to                  | the policy wording for terms  |
| Goods on Hook   | Via Endorsement  | Optional Extension 4.1                            | Coverage Enhancement: Optional cover for liability for damage to property or goods 'on hook' (being lifted, lowered, moved or carried by a crane.)  |
| Hot Work  | Via Endorsement  | Optional Extension 4.2                            | Coverage Enhancement: Optional cover for liability for personal injury or property damage arising from the insured undertaking hot work. Subject to Australian Standards.   |
| Mechanical Plant  | Via Endorsement  | Optional Extension 4.3                            | Coverage Enhancement: Optional cover for liability for personal injury or property damage arising from loading/unloading vehicles, mechanical plant, operation of car parks, and relating to a bridge/viaduct/weigh bridge/road caused by vibration or the weight of a vehicle. |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014       | DUAL Australia General<br>Liability Wording 11.20 | Comments   |
|---|--|---|--|
| <b>Optional Extensions Note</b> : Optional Extensions are and conditions of coverage. | subejct to underwriting criteria a   | nd additional premium. Refer to                   | the policy wording for terms   |
| Machinery Service / Repair<br>Liability   | Via Endorsement  | Optional Extension 4.4                            | Coverage Enhancement: Optional cover for liability for personal injury or property damage arising from the service or repair of machinery.   |
| Pollution Liability   | Section B: Pollution Liability   | Optional Extension 4.5                            | Clarification: Section B Pollution Liability has been moved to an Optional Extension. Note: this coverage is provided automatically for RILF Contractors.  |
| Underground Services  | Via Endorsement  | Optional Extension 4.6                            | Coverage Enhancement: Optional cover for liability for personal injury or property damage arising out of damage to or interference with existing underground services, cables, pipes or equipment. |
| Vibration and Removal of<br>Support   | Via Endorsement  | Optional Extension 4.7                            | Coverage Enhancement: Optional cover for liability for personal injury or property damage arising from vibration, removing, weakening or interfering with the support of land or buildings.        |
| <b>Exclusions Note</b> : both New and Amended Exclusions, please refer to the         | Exclusions are described in this of Policy Wording.                                | comparison. For further informat                  | ion about New and Amended  |
| Aircraft Products   | Exclusion 7.1.2 (Section A)<br>Exclusion 11.5 (Section C)                          | Exclusion 5.1                                     |  |
| Asbestos and Toxic Mould  | Exclusion 12.12.1  | Exclusion 5.2                                     |  |
| Building Defects Exclusion  | Not Included   | Exclusion 5.3                                     | Clarification: New Exclusion for personal injury or property damage arising from failure to meet relevant Building Codes.  |
| Contractual Liability   | Exclusion 12.4 (Liquidated<br>Damages, Penalty Clauses,<br>Performance Warranties) | Exclusion 5.4                                     |  |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments   |
|---|--|---|--|
| <b>Exclusions Note</b> : both New and Amended Exclusions, please refer to the | Exclusions are described in this Policy Wording.                             | comparison. For further informa                   | ition about New and Amended  |
| Defamation  | Exclusion 12.14  | 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 &<br>Workmanship                                  | Not Included   | Exclusion 5.6                                     | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.4 (Machinery Service / Repair Liability) applies, if purchased. |
| Dishonesty  | Exclusion 12.10.2<br>Exclusion 12.16   | Exclusion 5.7                                     |  |
| E-Commerce  | Not Included   | Exclusion 5.8                                     | Clarification: Exclusion for personal injury or property damage arising out of internet operations.  |
| 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 12.8   | Exclusion 5.10                                    |  |
| Goods on Hook   | Not Included   | Exclusion 5.11                                    | Clarification: 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                                    | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.2 (Hot Work) applies, if purchased.                             |
| Insured's Products  | Exclusion 11.3   | Exclusion 5.13                                    |  |
| Jurisdiction  | General Condition 13.13<br>(restrictions on USA/Canada<br>Jurisdiction)      | Exclusion 5.14                                    |  |
| Loss of Use   | Not Included   | Exclusion 5.15                                    | Clarification: Exclusion for loss of use of tangible property in connection with delay, lack of performance, or failure of insured's products.       |
| Misuse of Drugs   | Not Included   | Exclusion 5.16                                    | Clarification: Exclusion for liability arising from use, manufacture or distribution of methamphetamine or any other prohibited substance.           |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments  |
|---|--|---|---|
| <b>Exclusions Note</b> : both New and Amended Exclusions, please refer to the | Exclusions are described in this Policy Wording.                             | comparison. For further informa                   | ition about New and Amended   |
| Molestation   | Not Included   | Exclusion 5.17                                    | Clarification: New Exclusion for personal injury arising out of or in connection with sexual harassment, sexual intercourse or any other form of sexual activity or any behaviour of a sexual nature. |
| North American Countries  | Not Included   | Exclusion 5.18                                    | Clarification: Exclusion for personal injury or property damage in connection with North American countries. Includes jurisdictional limitation.  |
| North American Exports  | Not Included   | Exclusion 5.19                                    | Clarification: Exclusion for liability in connection with the export of the insured's products to North American countries. Includes jurisdictional limitation.                                       |
| Nuclear/Radioactivity   | Exclusion 12.6   | Exclusion 5.20                                    |   |
| Offshore Gas or Oil Platforms   | Not Included   | Exclusion 5.21                                    | Clarification: Exclusion for liability arising from work performed on any offshore gas or oil platforms.  |
| Personal Injury to Employees  | Exclusion 12.1   | Exclusion 5.22                                    |   |
| Pollution   | Clause 6.1 (Section A)<br>Clause 10 (Section C)                              | Exclusion 5.23                                    | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.5 (Pollution Liability) applies, if purchased.   |
| Professional Liability  | Exclusion 12.9   | Exclusion 5.24                                    |   |
| Property Owned  | Exclusion 7.3  | Exclusion 5.25                                    |   |
| Underground Services  | Not Included   | Exclusion 5.26                                    | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.6 (Underground Services) applies, if purchased.  |
| Vehicles  | Exclusion 7.2  | Exclusion 5.27                                    | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.3 (Mechanical Plant) applies, if purchased.  |

| General Liability  | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments   |
|--|--|---|--|
| <b>Exclusions Note</b> : both New and Amended I Exclusions, please refer to the  |  | comparison. For further informat                  | ion about New and Amended  |
| Vibration and Removal of<br>Support  | Not Included   | Exclusion 5.28                                    | Clarification: This Exclusion will not apply to the extent that Optional Extension 4.7 (Vibration and Removal of Support) applies, if purchased.               |
| War/Terrorism  | Exclusion 12.5   | Exclusion 5.29                                    |  |
| Withdrawal or Repair of<br>Products  | Exclusion 11.4<br>Exclusion 11.2   | Exclusion 5.30                                    |  |
| Communicable Disease<br>Exclusion  | Endorsement  | Endorsement                                       | <b>Clarification</b> : Exclusion for liability arising from a Communicable Disease.  |
| Cyber and Data Total<br>Exclusion  | Endorsement  | Endorsement                                       | <b>Clarification</b> : Total data and cyber liability exclusion.   |
| Tailings Storage Facilities<br>Endorsement                                       | Endorsement  | Endorsement                                       | Clarification: Exclusion for liability arising from ownership, use, operation or maintenance by, or on behalf of the insured of any Tailings Storage Facility. |
| Oil & Gas Conditions   | Endorsement (attached to policy wording)                                     | Endorsement                                       | Clarification: This Exclusion has been removed from the policy wording and now applies via separate endorsement  |
| Seepage, Pollution &<br>Contamination Clause                                     | Endorsement (attached to policy wording)                                     | Endorsement                                       | Clarification: This Exclusion has been removed from the policy wording and now applies via separate endorsement  |
| Production / Operational<br>Mining Exclusion                                     | Endorsement  | Endorsement                                       | Clarification: Exploration only - Exclusion for operational mining, and oil and gas plants in production.  |
| <b>Definitions Note</b> : both New and Amended I please refer to the Policy Word |  | comparison. For further informa                   | tion about New Definitions,  |
| Act of Parliament  | Not Included   | Clause 6.1  |  |
| Advertising Liability  | Clause 1 (Operative Clause -<br>Advertising Liability)                       | Clause 6.2  | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments  |
|---|--|---|---|
| <b>Definitions Note</b> : both New and Amend please refer to the Policy V | ded Definitions are described in this<br>Vording.                            | comparison. For further inform                    | ation about New Definitions,  |
| Aircraft  | Not Included   | Clause 6.3  |   |
| Business  | Clause 1 (Operative Clause -<br>Business)                                    | Clause 6.4  | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.              |
| Claim   | Not Included   | Clause 6.5  | <b>Clarification</b> : Embedded definition of <b>claim</b> .  |
| Damages   | Not Included   | Clause 6.6  | <b>Clarification</b> : Embedded definition of <b>damages</b> .                                      |
| Deductible  | Clause 1 (Operative Clause -<br>Deductible)                                  | Clause 6.7  | Clarification: These defined terms have been moved to the Definitions Section.                      |
| Defective workmanship   | Not Included   | Clause 6.8  | Clarification: This Definition facilitates the Defective Materials, Design & Workmanship Exclusion. |
| Defence costs   | Not Included   | Clause 6.9  | <b>Clarification</b> : Embedded definition of <b>defence costs</b> .                                |
| Employee  | Clause 1 (Operative Clause -<br>Employee)                                    | Clause 6.10                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.              |
| Hot work  | Not Included   | Clause 6.11                                       | Clarification: This Definition facilitates the Hot Work Exclusion, and Hot Work Optional Extension. |
| Indemnity Limit   | Not Included   | Clause 6.12                                       | Clarification: Embedded definition of indemnity limit.  |
| Insurance period  | Clause 1 (Operative Clause -<br>Period of insurance)                         | Clause 6.13                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.              |
| Insured   | Clause 1 (Operative Clause -<br>Insured)                                     | Clause 6.14                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.              |
| Insured's products  | Clause 1 (Operative Clause -<br>Product)                                     | Clause 6.15                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.              |
| Investigation   | Not Included   | Clause 6.16                                       | Clarification: Embedded definition of investigation.  |
| Investigation costs   | Not Included   | Clause 6.17                                       | Clarification: Embedded definition of investigation costs.  |

| General Liability  | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments   |
|--|--|---|--|
| <b>Definitions Note</b> : both New and Amended please refer to the Policy Wo | d Definitions are described in this<br>rding.                                | comparison. For further inform                    | ation about New Definitions,   |
| Medical persons  | Not Included   | Clause 6.18                                       |  |
| Money  | Not Included   | Clause 6.19                                       |  |
| North American Countries   | Not Included   | Clause 6.20                                       | Clarification: This Definition facilitates the North American Countries Exclusion and North American Exports Exclusion.                |
| Occurrence   | Clause 1 (Operative Clause -<br>Occurrence)                                  | Clause 6.21                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Official body  | Not Included   | Clause 6.22                                       | Clarification: Embedded definition of official body. This definition facilitates the Attendance at Investigations Automatic Extension. |
| Personal injury  | Clause 1 (Operative Clause -<br>Injury)                                      | Clause 6.23                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Policy   | Not Included   | Clause 6.24                                       |  |
| Policyholder   | Not Included   | Clause 6.25                                       |  |
| Pollutants   | Clause 1 (Operative Clause -<br>Pollution)                                   | Clause 6.26                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Property Damage  | Clause 1 (Operative Clause -<br>Property Damage)                             | Clause 6.27                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Principal  | Not Included   | Clause 6.28                                       |  |
| Proposal   | Not Included   | Clause 6.29                                       |  |
| Schedule   | Not Included   | Clause 6.30                                       |  |
| Subsidiary   | Not Included   | Clause 6.31                                       |  |
| Territory  | Clause 1 (Operative Clause -<br>Territorial Limits)                          | Clause 6.32                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Vehicle  | Clause 1 (Operative Clause -<br>Vehicle)                                     | Clause 6.33                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |

| General Liability   | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments   |
|---|--|---|--|
| <b>Definitions</b> Note: both New and Amended please refer to the Policy Word | Definitions are described in this  | comparison. For further inform                    | ation about New Definitions,   |
| Watercraft  | Clause 1 (Operative Clause -<br>Watercraft)                                  | Clause 6.34                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| We/us/our   | Not Included   | Clause 6.35                                       |  |
| Worker to Worker Claim  | Clause 1 (Operative Clause -<br>Worker to Worker Liability)                  | Clause 6.36                                       | <b>Clarification</b> : These defined terms have been moved to the Definitions Section.   |
| Claims Conditions   |  |   |  |
| Notification  | General Condition 13.1   | Claims Condition 7.1                              | <b>Clarification</b> : Updated address and Notification procedure.   |
| Co-operation  | General Condition 13.1   | Claims Condition 7.2                              |  |
| Allocation  | Not Included   | Claims Condition 7.3                              | Clarification: This new<br>General Condition outlines<br>the allocation of covered and<br>uncovered costs.   |
| Legal Representation and<br>Settlement  | General Condition 13.2   | Claims Condition 7.4                              |  |
| Order of Payments   | Not Included   | Claims Condition 7.5                              | Clarification: This new General Condition outlines the Order of Payments in the event of loss in the aggregate exceeding the indemnity limit.                          |
| General Conditions  |  |   |  |
| Subrogation and Recoveries  | Not Included   | General Condition 8.1                             | Clarification: This General<br>Condition sets out rights and<br>responsibilities of <b>us</b> and the<br><b>insured</b> with respect to<br>subrogation and recoveries. |
| Goods and Services Tax  | Not Included   | General Condition 8.2                             | Clarification: This General<br>Condition sets out conditions<br>relating to GST and Input Tax<br>Credits.  |
| Alteration to Risk  | General Condition 13.3   | General Condition 8.3                             | Clarification: Updated General Condition to facilitate Alteration to Risk provisions, including in the event of a transaction.   |

## RILF CHANGES TO COVER

| General Liability                    | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments  |
|--------------------------------------|--|---|---|
| General Conditions                   |  |   |   |
| Assignment                           | Not Included   | General Condition 8.4                             | Clarification: This policy must<br>not be assigned without our<br>prior written consent. Consent<br>for assignment to be noted by<br>endorsement.   |
| Cancellation                         | General Condition 13.8   | General Condition 8.5                             | Clarification: This General Condition has been amended to account for our new cancellation procedure. We may only cancel a policy for non-payment of premium. Refund of premium on pro- rata basis, subject to minimum 25% of full annual premium retained. |
| Several Liability of<br>Underwriters | Endorsement  | General Condition 8.6                             | <b>Clarification</b> : This condition has been embedded in the policy wording.  |
| Confidentiality                      | Not Included   | General Condition 8.7                             | Clarification: This General Condition has been included to clearly set out the rights of DUAL and the insured when it comes to confidentiality obligations.   |
| Territorial Scope                    | Not Included   | General Condition 8.8                             | Clarification: New General<br>Condition to facilitate the<br>Territorial Scope provisions<br>of the <b>policy</b> , including where<br>amended in the <b>schedule</b> .   |
| Jurisdictional Limitation            | General Condition 13.13  | General Condition 8.9                             | Clarification: General Condition to facilitate the Jurisdictional Limitation provisions of the policy, including where amended in the schedule.   |
| Governing Law                        | General Condition 13.6   | General Condition 8.10                            | Clarification: Renamed and amended to include references to policy definition.  |
| Indemnity Limit                      | Clause 5 (Indemnity Limits)  | General Condition 8.11                            | Clarification: Indemnity limit is set out in the schedule, including aggregate limits.  |
| Deductible                           | Not Included   | General Condition 8.12                            | Clarification: Deductibles are inclusive of costs unless otherwise expressed in the schedule.   |

## RILF CHANGES TO COVER

| General Liability                     | DUAL Resource Liability<br>Wording 11.20<br>DUAL RILF Policy<br>Wording 2014 | DUAL Australia General<br>Liability Wording 11.20 | Comments  |
|---------------------------------------|--|---|---|
| General Conditions                    |  |   |   |
| Severability, Non-Imputation          | Clause 3B (Severability)   | General Condition 8.13                            | Coverage Enhancement: Non-<br>imputation of state of mind<br>or knowledge across insured<br>persons (save as to the<br>Chairman of the Board, CEO,<br>COO or CFO).  |
| and Non-Avoidance                     |  |   | Non-avoidance provision now included.   |
|                                       |  |   | Limitation of <b>our</b> rights under s28(3) of the Insurance <i>Contracts Act 1984</i> (Cth)   |
| Preservation of Right to<br>Indemnity | Not Included   | General Condition 8.14                            | Clarification: Preservation of Right to Indemnity for insured persons.  |
| Other Insurance                       | Not Included   | 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. |
| Currency                              | General Condition 13.10  | General Condition 8.16                            |   |
| Service of Legal Notices              | Endorsement  | General Condition 8.17                            | <b>Clarification</b> : Updated Lloyd's<br>Address and Service of Legal<br>Notices procedure   |
| Interpretation                        | Not Included   | General Condition 8.18                            |   |
| Reasonable Precautions                | Not Included   | General Condition 8.19                            | Clarification: This General Condition establishes a requirement to take reasonable precautions to prevent personal injury and property damage.  |