

INVESTMENT MANAGERS INSURANCE - CHANGES TO COVER

Changes to Cover applicable for changes from the DUAL Evolution Investment Managers Insurance Policy Wording 0415 to DUAL Australia Investment Managers Insurance Wording 11.22.

This Changes to Cover document provides a brief summary of the key changes made to the policy. Please note the clause numbers have changed.

The Changes to Cover document should be read in conjunction with the full Policy Wording, Policy Schedule, and any other supporting documents that we issue you.

Clause	DUAL Investment Managers Insurance Policy Wording 0415	DUAL Investment Managers Insurance Wording 11.22	Comments
Important Notices			
	Not Included	Included	Clarification: 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. 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.
Section 1 - Preamble			
	Not Included	Section 1: Preamble	Clarification: Cover is provided upon reliance of the disclosures made in the proposal . Words and phrases appearing in bold text have the meaning provided in Section 5 - Definitions.
Section 2 - Insuring Clauses			
Preamble	Not included	Included	Clarification: Indemnity limits, deductibles and sub-limits applicable to any Insuring Clauses are specified in the schedule . The policy will only provide cover in respect of conduct occurring after the retroactive date . The retroactive date is shown on the schedule .
Section A - Professional Indemnity			
Cover for Claims	Coverage Section 1.1	Insuring Clause 2.1	

INVESTMENT MANAGERS INSURANCE CHANGES TO COVER

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Cover for Investigations	Coverage Section 1.2	Insuring Clause 2.2	Clarification: Cover is for the insured's investigation costs as loss .
Section B - Directors & Officers Liability			
Insured Person Liability Cover	Coverage Section 2.1	Insuring Clause 2.3	
Insured Person Investigation Cover	Coverage Section 2.2	Insuring Clause 2.4	Clarification: Cover is for the insured person's investigation costs as loss .
Company Reimbursement - Insured Person Liability	Coverage Section 2.3	Insuring Clause 2.5	Clarification: Cover is for claims against an insured person .
Company Reimbursement - Investigations	Coverage Section 2.4	Insuring Clause 2.6	
Securities Entity Cover	Coverage Section 2.5 (Previously 'Entity Securities Cover')	Insuring Clause 2.7	Clarification: Title change only.
Section C - Employment Practices Liability			
Employment Practices Liability Cover	Coverage Section 3.1 (Previously 'Entity Employment Practices Liability Cover')	Insuring Clause 2.8	Clarification: Includes cover for actual and alleged employment practices breaches . This has been reworded for clarity.
Employment Practices Investigation Cover	Coverage Section 3.2 (Previously 'Entity Employment Practices Investigation Cover')	Insuring Clause 2.9	Clarification: Includes cover for actual and alleged employment practices breaches . This has been reworded for clarity.
Section D - Crime Protection			
Internal Crime Cover	Coverage Section 4.1	Insuring Clause 2.10	
External Crime Cover	Coverage Section 4.2	Insuring Clause 2.11	
Section E - Statutory Liability & Supplementary Legal Costs			
Cover for Claims	Coverage Section 5.1	Insuring Clause 2.12	
Cover for Investigations	Coverage Section 5.2	Insuring Clause 2.13	Clarification: Cover is for the insured's investigation costs as loss .
Section 3 - Automatic Extensions			
Preamble	Included	Included	Clarification: Deductibles are specified in the schedule and are inclusive of costs unless otherwise specified.

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Automatic Extensions - All Sections			
Allocation of Defence Costs	Not Included	Automatic Extension 3.1	Coverage Enhancement: Sub-limit for defence costs incurred for uncovered matters and/or parties. See policy wording for full terms and conditions.
Crisis Containment	Extension 3.50	Automatic Extension 3.2	Coverage Enhancement: Crisis Containment coverage extended from Section E to all Insuring Clauses.
Discovery Period (Run Off)	Extension 6.1	Automatic Extension 3.3	Clarification: The 12 month and 84 month discovery periods are subject to our discretion.
New Funds	Extension 6.2	Automatic Extension 3.4	Clarification: Cover here is paid to or on behalf of the policyholder .
New Subsidiaries	Extension 6.3	Automatic Extension 3.5	Clarification: Cover here is paid to or on behalf of the policyholder .
Panel Counsel	Extension 8.11	Automatic Extension 3.6	Coverage Enhancement: 1 hour of free advice per enquiry to each matter relevant to the risks insured by this policy . Previously only available for Section A (Professional Indemnity). See policy wording for full terms and conditions.
Automatic Extensions - Sections A, B, C, E only			
Advancement of Defence Costs or Investigation Costs	Extension 7.1	Automatic Extension 3.7	
Automatic Run-off Cover for Retired Insured Persons	Extension 7.2	Automatic Extension 3.8	
Continuous Cover	Extension 7.3	Automatic Extension 3.9	Clarification: This Extension has been re-worded for clarity.
Court Attendance Costs	Extension 7.4	Automatic Extension 3.10	Coverage Enhancement: Provides cover for court attendance costs of not exceeding \$1,000 per day for all insured persons . Previously \$500 per day.
Estates, Heirs, Legal Representatives and Spousal Cover	Extension 7.5	Automatic Extension 3.11	Clarification: Includes domestic partner under clause (b).
Automatic Extensions - Section A only (Professional Indemnity)			
Authorised Representatives and Agents (Vicarious Liability for)	Extension 8.1	Automatic Extension 3.12	

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Breach of Privacy	Extension 8.2	Automatic Extension 3.13	
Consumer Protection Legislation	Extension 8.3	Automatic Extension 3.14	Clarification: This Extension has been clarified to include the updated <i>Competition and Consumer Act 2010</i> (Cth) and the Australian Consumer Law.
Defamation	Extension 8.4	Automatic Extension 3.15	Clarification: Claim for civil liability for defamation must be made against the insured during the insurance period . The insured must not have intended to defame.
Former Subsidiaries and Funds	Extension 8.5	Automatic Extension 3.16	
Key Man Loss	Extension 8.6	Automatic Extension 3.17	
Intellectual Property	Extension 8.7	Automatic Extension 3.18	
Lost Data	Extension 8.8	Automatic Extension 3.19	
Lost Documents	Extension 8.9	Automatic Extension 3.20	Clarification: Loss of documents must occur during the insurance period .
Mitigation Costs	Extension 8.10	Automatic Extension 3.21	Clarification: Includes cover for the necessary action to rectify conduct which would otherwise result in a claim covered by the policy . Conduct must be discovered and notified to us during the insurance period and written consent must be provided (which cannot be unreasonably withheld). The mitigation costs must be reasonable and less than the likely costs of such a claim . See policy for full terms and conditions.
Public Relations Cover	Extension 8.12	Automatic Extension 3.22	Clarification: Cover is provided up until the conclusion of the claim or investigation .
Reinstatement of Indemnity Limit for Claims by Retail Clients	Extension 8.13	Automatic Extension 3.23	
Automatic Extensions - Section B only (Directors & Officers)			
Additional Limit for Non-Executive Directors	Extension 9.1	Automatic Extension 3.24	
Bail Bond Expenses	Extension 9.2	Automatic Extension 3.25	Clarification: Cover for bail bond expenses must be in connection with a covered claim alleging a wrongful act .

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Deprivation of Asset Expenses	Extension 9.3	Automatic Extension 3.26	Clarification: Cover for deprivation of asset expenses must be in connection with a covered claim alleging a wrongful act and incurred during the insurance period . We will only pay such expenses after a personal allowance which has been directed by the Court to meet such expenses has been exhausted. Expenses will be payable after 30 days from the date of the interim or interlocutory order for a period of up to 12 months.
Extradition Costs	Extension 9.4	Automatic Extension 3.27	
Insured Person Tax Liability	Extension 9.5	Automatic Extension 3.28	Clarification: Cover is subject to the penalty proceedings being commenced during the insurance period .
Outside Entity Executive Cover	Extension 9.6	Automatic Extension 3.29	
Pollution Loss	Extension 9.7	Automatic Extension 3.30	Clarification: Cover is provided under this Extension if it is brought in connection with a covered claim alleging a wrongful act .
Prosecution Costs	Extension 9.8	Automatic Extension 3.31	Clarification: Cover for the prosecution costs is provided under this Extension if it is brought in connection with a covered claim alleging a wrongful act . Coverage Enhancement: Includes investigations.
Public Relations Expenses	Extension 9.9	Automatic Extension 3.32	Clarification: Cover for the public relations expenses is provided for insured persons under this Extension if it is brought in connection with a covered claim alleging a wrongful act or investigation .
Shareholder Costs	Extension 9.10	Automatic Extension 3.33	Clarification: Cover is provided under this Extension if it is brought in connection with a covered claim alleging a wrongful act made against the insured during the insurance period .
Unincorporated Joint Venture Cover	Extension 9.11	Automatic Extension 3.34	Clarification: Cover is provided under this Extension if it is brought in connection with a covered claim alleging a wrongful act .
Work Health & Safety Costs	Extension 9.12	Automatic Extension 3.35	Clarification: Cover is provided under this Extension if it is brought in connection with a claim alleging a wrongful act or investigation which is first discovered and reported during the insurance period . Cover is only provided if we are permitted by law to do so.

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Automatic Extensions - Section C only (Employment Practices Liability)			
Public Relations Expenses	Extension 10.1	Automatic Extension 3.36	Clarification: Cover for the public relation expenses is provided up to the conclusion of the claim or investigation in relation to an employment practices breach .
Automatic Extensions - Section D only (Crime Protection)			
Care, Custody & Control	Extension 11.1	Automatic Extension 3.37	Clarification: The internal crime and external crime must be discovered and reported during the insurance period .
Computer Crime Costs	Extension 11.2	Automatic Extension 3.38	
Contractual Penalties	Extension 11.3	Automatic Extension 3.39	
Credit Card Fraud	Extension 11.4	Automatic Extension 3.40	Clarification: Credit card fraud committed by third party must be discovered and reported during the insurance period . The credit card terms and conditions must have been complied with and the policyholder is legally liable for the loss.
Destruction or Disappearance of Money or Securities	Extension 11.5	Automatic Extension 3.41	Clarification: The internal crime and external crime must be discovered and reported during the insurance period .
Erroneous Transfer of Money or Securities Cover	Extension 11.6	Automatic Extension 3.42	
Extortion	Extension 11.7	Automatic Extension 3.43	Clarification: Extortion payment must be made with our prior written consent (which will not be unreasonably withheld or delayed).
Future Loss Prevention Costs	Extension 11.8	Automatic Extension 3.44	
Identity Theft Expenses	Extension 11.9	Automatic Extension 3.45	Clarification: Identify theft must be discovered and reported during the insurance period .
Interest	Extension 11.10	Automatic Extension 3.46	
Loss Investigation Costs	Extension 11.11 and 11.12 (Previously "Policyholder" and "DUAL" separated).	Automatic Extension 3.47	Clarification: These Extensions have been combined. We must provide our prior written consent to the appointment of the loss investigator .
Public Relations Expenses	Extension 11.13	Automatic Extension 3.48	
Unincorporated Joint Venture Cover	Extension 11.14	Automatic Extension 3.49	
Whistleblower Hotline Access	Extension 11.15	Automatic Extension 3.50	Clarification: Available during the insurance period .

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Automatic Extensions - Section E only (Statutory Liability and Supplementary Legal Costs)			
Pollution Loss	Extension 12.2	Automatic Extension 3.51	Clarification: This Extension has been re-worded for clarity to tie to Section E.
Prosecution Costs	Extension 12.3	Automatic Extension 3.52	Clarification: This Extension has been re-worded for clarity to tie to Section E.
Public Relations Expenses	Extension 12.4	Automatic Extension 3.53	Clarification: Public relation expenses are payable during the insurance period up to the conclusion of the claim or investigation .
Transport to and from Work Costs	Extension 12.5	Automatic Extension 3.54	Coverage Enhancement: Increased from \$25 to \$100 per day.
Unincorporated Joint Venture Cover	Extension 12.6	Automatic Extension 3.55	Clarification: This Extension has been re-worded for clarity to tie to Section E.
Work Health & Safety Costs	Extension 12.7	Automatic Extension 3.56	Clarification: This Extension has been re-worded for clarity to tie to Section E. Loss is only payable if we are not prohibited from making payment by law.
Section 4 - Exclusions			
Exclusions - All Sections			
Bodily Injury / Property Damage	Exclusion 13.1	Exclusion 4.1	Clarification: Exclusion has been amended to clarify that injury includes psychiatric injury, sickness, emotional hurt, mental anguish, distress, disturbance, disease or death of any person. Clause 4.1(a) has been simplified to state "emotional distress" as opposed to "mental anguish, anxiety and stress".
Crypto	Not Included	Exclusion 4.2	Clarification: Now excludes any cryptoassets or allegations in relation to cryptoassets . Please contact your local Underwriter for further information on whether this exclusion may be removed subject to the policyholder meeting underwriting criteria.
Fraudulent, Dishonest and Wilful Conduct	Exclusion 13.3	Exclusion 4.3	Clarification: The Exclusion shall not apply to Section D (Crime Protection) and to insureds who was not aware of or did not commit or condone the relevant conduct.
Jurisdictional	Not Included	Exclusion 4.4	Clarification: Now excludes any matters in connection with the court of law, arbitrations, dispute resolution processes within or operating under the laws of any territories as defined. Please contact your local Underwriter for further information on whether this exclusion may be removed subject to the policyholder meeting underwriting criteria.
Pollution and Radioactive Contamination	Exclusion 13.4	Exclusion 4.5	

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Prior Known Facts	Exclusion 13.5	Exclusion 4.6	Clarification: Includes clarification on disputed facts.
Retroactive Date	Not Included	Exclusion 4.7	Clarification: Included to clarify the retroactive date .
Sanctions	Exclusion 13.7 (Previously 'Sanctions Limitation Exclusion')	Exclusion 4.8	Clarification: This Lloyd's required exclusion has been re-worded for clarity.
SEC Exclusion	Exclusion 13.8	Exclusion 4.9	
Territorial and Jurisdictional Limits	Exclusion 17.3 (Previously only applying to Section E)	Exclusion 4.10	Clarification: This has been moved from Section E only to all Sections for clarity.
War, Terrorism and Civil War	Exclusion 13.9 (Previously 'War and Civil War')	Exclusion 4.11	Clarification: Policy excludes acts of terrorism .
Exclusions - Section A only (Professional Indemnity)			
Assumed Liability	Exclusion 14.1	Exclusion 4.12	Clarification: Includes investigations .
Insured versus Insured	Exclusion 14.2	Exclusion 4.13	
Proprietary Trading Loss	Exclusion 14.3	Exclusion 4.14	Clarification: Reference to the title of the exclusion has been included in part (a).
Exclusions - Section B only (Directors and Officers)			
Investment Services	Exclusion 15.1	Exclusion 4.15	
Securities Claim Specific	Exclusion 15.2	Not Included	Coverage Enhancement: These Exclusions have been deleted from the policy .
Exclusions - Section C only (EPL)			
Employee Related Benefits	Exclusion 13.2	Exclusion 4.16	
Reinstatement of Employees	Exclusion 13.2	Exclusion 4.17	
Exclusions - Section D only (Crime Protection)			
Confidential Information	Exclusion 16.1	Exclusion 4.18	
Consequential Loss	Exclusion 16.2	Exclusion 4.19	Clarification: Indirect or consequential loss is excluded under Section D.
Fraudulent Computer Program Features	Exclusion 16.3	Exclusion 4.20	
Plastic Cards	Exclusion 16.4	Exclusion 4.21	

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Profit Loss and Inventory Computation	Exclusion 16.5	Exclusion 4.22	
Voluntary Surrender	Exclusion 16.6	Exclusion 4.23	
Exclusions - Section E only Statutory Liability and Supplementary Legal Costs)			
Certain Acts	Exclusion 17.1	Exclusion 4.24	Clarification: Includes reference to Australian Consumer Law. Part (a) now includes reference to section 184 of the <i>Corporations Act 2001</i> (Cth).
Insured Conduct	Exclusion 17.2	Exclusion 4.25	
Section 5 - Definitions			
Note: Only Definitions with amendments are shown			
Act	Definition 19.2	Definition 5.2	Clarification: Includes New Zealand Acts.
Crisis	Definition 19.17	Definition 5.17	Clarification: Principal organisation has been amended to policyholder .
Cryptoasset	Not included	Definition 5.19	Clarification: This definition is included in relation to the crypto exclusion.
Digital Asset	Not included	Definition 5.24	Clarification: This definition is included in relation to the crypto exclusion.
Director	Definition 19.23	Definition 5.25	Clarification: Part (e) and (f) have been inserted from the definition of insured person .
Entities	Not Included	Definition 5.35	Clarification: This definition is included in relation to the jurisdictional exclusion.
Extortion	Definition 19.34	Definition 5.37	Clarification: Extortion does not include any actual or suspected ransomware payment demands following the threat to physically damage, destroy, corrupt (including by malicious electronic communication) or take control of any insured's computer system, electronic data or website, or reveal trade secrets and any other proprietary information of the insured contained within their computer system or electronic database.
Insured person	Definition 19.46	Definition 5.49	Clarification: Simplified on account of Automatic Extension 3.10 (Estates, Heirs, Legal Representatives and Spousal Cover) and the updated definition of director .
Investment Services	Definition 19.51	Definition 5.54	Clarification: For the avoidance of doubt, investment services does not include any financial planning advice or financial planning services.

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Mitigation Costs	Definition 19.59	Definition 5.62	Clarification: Mitigation costs do not include damages to customers or clients, contractual obligations or management of time. See policy wording for full terms and conditions.
Money	Definition 19.60	Definition 5.63	Clarification: Money does not include crypto currencies.
New Subsidiary	Definition 19.62	Definition 5.65	Clarification: A new subsidiary does not include if it is incorporated, domiciled or providing investment services in Canada. References to principal organisation and insured entities have been amended to policyholder .
Public relations expenses	Definition 19.81	Definition 5.84	Clarification: Includes fees to limit publicity around identity theft .
Retroactive Date	Not Included	Definition 5.87	Clarification: Included on account of the retroactive date clarification in the preamble to the Insuring Clauses.
Subsidiary	Definition 19.88	Definition 5.92	Clarification: Part (c) has been updated to tie to new subsidiary .
Territorial Limit	Definition 19.89	Definition 5.93	Clarification: Territorial limits means worldwide except for Section E which is limited to Australia and New Zealand only unless otherwise specified in the schedule and policy .
Territories	Not Included	Definition 5.94	Clarification: This definition is included in relation to the jurisdictional exclusion.
Terrorism	Not Included	Definition 5.95	Clarification: Terrorism is now defined and excluded under the policy . See policy wording for full terms and conditions.
Transaction	Definition 19.93	Definition 5.99	Clarification: References to principal organisation have been amended to policyholder . Part (f) has been deleted.
Section 6 - Claims Conditions			
Notification - Claims Made and Notified	General Conditions 18.2	Claims Condition 6.1	Clarification: DUAL's address has been updated.
Notification - Discovery	General Conditions 18.3	Claims Condition 6.2	Clarification: DUAL's address has been updated.
Allocation	General Conditions 18.5	Claims Condition 6.3	
Co-operation	General Conditions 18.4	Claims Condition 6.4	

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Legal Representation and Settlement	General Conditions 18.6	Claims Condition 6.5	
Order of Payments & Convergence of Coverage	General Conditions 18.8	Claims Condition 6.6	Clarification: Reference to principal organisation has been updated to policyholder .
Section 7 - General Conditions			
Interpretation	General Conditions 18.1	General Conditions 7.1	
Alteration to Risk	General Conditions 18.11	General Conditions 7.2	
Assignment	General Conditions 18.12	General Conditions 7.3	
Cancellation	General Conditions 18.13	General Conditions 7.4	
Confidentiality	General Conditions 18.15	General Conditions 7.5	
Deductible	General Conditions 18.19	General Conditions 7.6	
Currency	General Conditions 18.23	General Conditions 7.7	
Goods & Services Tax (GST)	General Conditions 18.10	General Conditions 7.8	
Governing Law and Jurisdiction	General Conditions 18.17	General Conditions 7.9	
Indemnity Limit	General Conditions 18.18	General Conditions 7.10	Clarification: Subject to any Extension of coverage which states otherwise, our total liability under the policy will not exceed the indemnity limit inclusive of all loss and direct financial loss .
Other Insurance	General Conditions 18.22	General Conditions 7.11	Clarification: If loss or any other amount insured by the policy is also potentially insured under any other insurance policy or policies, then the insured must advise us within sixty days of making a claim for indemnity under this policy and provide us with a copy of such other policy or policies.
Preservation of Right to Indemnity	General Conditions 18.21	General Conditions 7.12	
Presumptive Indemnification	General Conditions 18.7	General Conditions 7.13	Clarification: 'Principal organisation' has been amended to policyholder .
Severability, Non-Imputation and Non-Avoidance	General Conditions 18.20	General Conditions 7.14	Clarification: 'Principal organisation' has been amended to policyholder . References to 'insured person' have been amended to insured.

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Several Liability of Underwriters	General Conditions 18.14	General Conditions 7.15	
Subrogation & Recoveries	General Conditions 18.9	General Conditions 7.16	
Territorial Scope	General Conditions 18.16	General Condition 7.17	Clarification: Now ties to the territorial limits as defined unless otherwise stated on the schedule .
Jurisdictional Limitation	Not Included	General Condition 7.18	Clarification: This has been clarified as follows (unless otherwise specified on the schedule): a. for Sections A, B, C, and D, anywhere in the world; and b. for Section E, Australia and New Zealand only, excluding any orders, judgment and awards brought in the United States of America or Canada. Refer to policy for full terms and conditions.
General Conditions - Section C only (Crime Protection)			
Proof of Loss	General Conditions 18.27	General Conditions 7.18	
Valuation of Loss	General Conditions 18.28	General Conditions 7.19	
Other			
Complaints Procedures	General Conditions 18.24	Important Notices	Clarification: Moved to Important Notices.
Service of Legal Notices	General Conditions 18.25	Important Notices	Clarification: Moved to Important Notices.
General Insurance Code of Practice	General Conditions 18.26	Important Notices	Clarification: Moved to Important Notices.
Privacy Statement	Included	Important Notices	Clarification: Moved to Important Notices.
Disclaimer			
This document is only intended to be a summary of the changes to cover. We encourage you to read the full Policy wording for a full description of the terms and conditions. This Policy Summary does not form part of the policy terms and conditions.			

Changes to cover: IMI 05.23

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