



## EVOLUTION - STATUTORY LIABILITY & SUPPLEMENTARY LEGAL COSTS CHANGES TO COVER

Changes to Cover applicable for changes from the DUAL Evolution Statutory Liability Policy Wording 0317 to DUAL Australia Evolution Statutory Liability & Supplementary Legal Costs 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 including the corresponding DUAL Australia Evolution General Conditions, Claims Conditions and General Exclusions Wording 11.22.

Clause	DUAL Evolution Statutory Liability Policy Wording 0317	DUAL Australia Evolution Statutory Liability & Supplementary Legal Costs Wording 11.22	Comments
<b>Important Notices</b>			
	Not Included	Included	<b>Clarification:</b> 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. 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.
<b>Section 1 - Preamble</b>			
	Preamble 1.1	Preamble 1.1	<b>Clarification:</b> Cover is provided upon reliance of the disclosures made in the <b>proposal</b> . Words and phrases appearing in bold text have the meaning provided in Section 5 - Definitions.
<b>Section 2 - Insuring Clauses</b>			
Cover for Claims	Insuring Clause 2.1	Insuring Clause 2.1	<b>Clarification:</b> Reference to <b>wrongful act</b> has been removed from the Insuring Clause as it is written into the definition of <b>claim</b> .
Cover for Investigations	Insuring Clause 2.2	Insuring Clause 2.2	
Retroactive Date	Not Included	Insuring Clause 2.3	<b>Clarification:</b> Coverage only applies to <b>wrongful acts</b> and any other conduct occurring after the <b>retroactive date</b> .

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<b>Section 3 - Automatic Extensions</b>			
Preamble	Included	Included	<b>Clarification: Deductibles</b> are specified in the <b>schedule</b> and are inclusive of all costs unless otherwise specified in the <b>schedule</b> .
Advancement of Defence Costs or Investigation Costs	Extension 3.1	Automatic Extension 3.1	
Automatic Run-off Cover for Retired Insured Persons	Extension 3.2	Automatic Extension 3.2	
Bail Bond and Civil Bond Expenses	Extension 3.3 (Previously 'Bail Bond Expenses')	Automatic Extension 3.3	<b>Clarification:</b> Includes reference to covered <b>claim</b> under this <b>policy</b> .
Continuous Cover	Extension 3.4	Automatic Extension 3.4	<b>Clarification:</b> This Automatic Extension has been re-worded for clarity.
Crisis Containment	Extension 3.5	Automatic Extension 3.5	<b>Clarification: Crisis event</b> must occur and be notified to <b>us</b> during the <b>insurance period</b> .
Deprivation of Assets Expenses	Extension 3.6	Automatic Extension 3.6	
Discovery Period	Extension 3.7	Automatic Extension 3.7	<b>Coverage Enhancement:</b> Increase from 60 days to 90 days at nil extra premium. <b>Clarification:</b> The 12 month and 84 month discovery periods are subject to <b>our</b> discretion. The 12 month <b>discovery period</b> is subject to tendering of the full expiring annual premium.
Extradition Costs	Extension 3.9	Automatic Extension 3.8	
Heirs, Estates, Legal Representatives and Spousal Cover	Extension 3.8	Automatic Extension 3.9	
Insured Person Tax Liability	Extension 3.10	Automatic Extension 3.10	<b>Clarification:</b> Cover is subject to the penalty proceedings being commenced during the <b>insurance period</b> .
Non-for Profit Outside Entity Executive Cover	Extension 3.11 (Previously 'Outside Entity Executive Cover')	Automatic Extension 3.11	<b>Clarification:</b> Amended to <b>investigation costs</b> coverage when an <b>outside entity executive</b> is required to attend <b>investigation</b> .
Panel Counsel	Not Included	Automatic Extension 3.12	<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 <b>policy</b> wording for full terms and conditions.
Pollution Defence Costs and Investigation Costs	Extension 3.12	Automatic Extension 3.13	<b>Clarification:</b> The general exclusions referenced in this Automatic Extension are available in the General Conditions, Claims Conditions & General Exclusions Wording.

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Prosecution Costs	Extension 3.13	Automatic Extension 3.14	
Public Relations Expenses	Extension 3.14	Automatic Extension 3.15	
Transport to and from Work Costs	Extension 3.15	Automatic Extension 3.16	<b>Coverage Enhancement:</b> Increase from \$25 to \$100 per day for a maximum of 12 weeks.
Unincorporated Joint Venture Cover	Extension 3.16	Automatic Extension 3.17	
Work Health & Safety Costs	Extension 3.17	Automatic Extension 3.18	<b>Clarification:</b> No cover under this Extension is provided for uninsurable matters.
Enforceable Undertaking (Optional Extension)	Not included	Optional Extension 3.19	<b>Coverage Enhancement:</b> We will pay to or on behalf of the <b>insured enforcement orders expenses</b> . This Optional Extension is available subject to underwriting criteria.
<b>Section 4 - Exclusions</b>			
Preamble	Included	Included	<b>Clarification:</b> The exclusions exclude any <b>loss, defence costs</b> and other amounts under the <b>policy</b> .
Bodily Injury / Property Damage	Exclusion 4.1	Exclusion 4.1	<b>Clarification:</b> Excludes sickness, mental anguish, emotional distress or disturbance, disease or death of any person.
Certain Acts	Exclusion 4.2	Exclusion 4.2	<b>Clarification:</b> Part (a) includes Section 184 of the <i>Corporations Act 2001</i> (Cth). Part (b) includes the <i>Competition and Consumer Act 2010</i> (Cth) (including the Australian Consumer Law), the <i>Australian Securities and Investments Commission Act 2001</i> (Cth) and any equivalent legislation in each Australian state and territory including, but not limited to, fair trading legislation.
Fraudulent, Dishonest and Wilful Conduct	Exclusion 4.3	Exclusion 4.3	<b>Clarification:</b> Now includes any <b>claim</b> or <b>investigation</b> in connection with liability that is uninsurable at law.
Insured Conduct	Exclusion 4.4	Exclusion 4.4	<b>Clarification:</b> Conduct outside of the business activities disclosed in the <b>proposal</b> are excluded.
Prior Known Facts	Exclusion 4.5	Exclusion 4.5	<b>Clarification:</b> Part (a) includes clarification regarding disputed facts.
Retroactive Date	Not Included	Exclusion 4.6	<b>Clarification:</b> Included on account of new Insuring Clause 2.3 (Retroactive Date).
Territorial Limits	Exclusion 4.6	Not Included	<b>Clarification:</b> Refer to the <b>schedule</b> for the jurisdictional and territorial limits. Refer to the Evolution General Conditions, Claims Conditions and General Exclusions for full terms and conditions.

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<b>Section 5 - Definitions</b>			
<b>Note:</b> Only Definitions with amendments are shown			
Bail Bond and Civil Bond Expenses	Clause 6.3 (Previously 'bail bond expenses')	Clause 5.3	<b>Clarification:</b> Includes civil bond expenses.
Benefits	Clause 6.4	Not included	
Business Description	Clause 6.5	Not included	
Crisis Event	Clause 6.8	Clause 5.6	<b>Clarification:</b> Confirmation that <b>crisis events</b> with the same or related facts, matters or circumstances will be deemed a single <b>crisis event</b> .
Cryptoasset	Not Included	Clause 5.8	<b>Clarification:</b> This definition is included in relation to the crypto exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Deductible	Clause 6.10	Clause 5.9	<b>Clarification:</b> Payable in respect of each <b>claim, investigation</b> or specified <b>loss</b> .
Digital Asset	Not Included	Clause 5.12	<b>Clarification:</b> This definition is included in relation to the crypto exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Enforcement Orders Expenses	Not Included	Clause 5.16	<b>Clarification:</b> The definition is included to satisfy the negotiated settlement and conditions of any enforcement order between the <b>insured</b> and by an <b>official body</b> as referenced in Optional Extension 3.19.
Entities	Not Included	Clause 5.17	<b>Clarification:</b> This definition is included in relation to the jurisdictional exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Insured Person	Clause 6.22	Clause 5.24	<b>Clarification:</b> References to estate, heirs, legal representatives, de facto spouse and domestic partner of an <b>insured person</b> (etc) under previous clause 6.22(b) - (c) have been moved to Automatic Extension 3.9 (Heirs, Estates, Legal Representatives and Spousal Cover).
Investigation	Clause 6.23	Clause 5.25	<b>Coverage Enhancement: Part (b)</b> includes a dangerous incident and serious illness of <b>employee</b> (as well as serious injury). The <b>investigation</b> must be in relation to matters that have taken place in the course of the <b>insured's</b> business activities as disclosed in the <b>proposal</b> . See <b>policy</b> wording for full terms and conditions.

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Investigation Costs	Clause 6.24	Clause 5.26	<b>Clarification:</b> Investigation costs do not include fees after the <b>investigation</b> has concluded or costs of compliance with remedial or enforcement orders resulting from an <b>investigation</b> . See part (ii) and (iii).
Loss	Clause 6.26	Clause 5.28	<b>Coverage Enhancement:</b> Court attendance costs increased from \$500 to \$1000 per day.
Officer	Clause 5.28	Clause 5.30	<b>Clarification:</b> <b>Officer</b> includes senior manager (as defined by the Corporations Act) whilst acting in that capacity.
Outside Entity	Clause 6.32	Clause 5.34	<b>Clarification:</b> <b>Outside entity</b> is listed on the <b>proposal</b> .
Retroactive Date	Not Included	Clause 5.43	<b>Clarification:</b> Included on account of Insuring Clause 2.3 (Retroactive Date).
Territorial Limit	Clause 6.44	Not Included	
Territories	Not Included	Clause 5.47	<b>Clarification:</b> This definition is included in relation to the jurisdictional exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Terrorism	Not Included	Clause 5.48	<b>Clarification:</b> This definition is included for clarification in relation to the War and Terrorism exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Transaction	Clause 6.47	Clause 5.51	<b>Clarification:</b> Replaced <b>principle organisation</b> with <b>policyholder</b> to capture the <b>insured's subsidiaries</b> in the definition of <b>transaction</b> .
<b>Section 6 - Conditions</b>			
Insured's Right to Contest	Condition 5.1	Condition 6.1	<b>Clarification:</b> Statutory Liability Conditions have been moved from Section 5 to Section 6. Reference to <b>defence costs</b> has been included.

Changes to Cover: Evolution - Statutory Liability & Supplementary Legal Costs 12.22

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