



General Liability



Changes to cover

This changes to cover comparison looks at the key improvements to our General Liability Policy offering. The DUAL Australia Broadform General & Products Liability Wording 01.24 has replaced the DUAL Australia General Liability Wording 11.20. Please refer to the policy schedule, policy wording and quotation documents for further information.

General Liability	DUAL Australia General Liability Wording 11.20	DUAL Australia Broadform General & Products Liability Wording 01.24	Comments
Important Notices			
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.			Clarification: Our address details have been updated.
Preamble			
	Section 1	Section 1	Clarification: The Preamble sets out the connection between coverage, the insurance period and payment of the premium subject to the policy and the indemnity limit .
Insuring Clauses			
Liability	Insuring Clause 2.1 & Automatic Extension 3.1	Insuring Clause 2.1	Clarification: Compensation for legal liability is payable if the personal injury, property damage and/or advertising liability happens during the insurance period within the territorial limits .
Defence Costs and Supplementary Payments	Insuring Clause 2.2 & 2.3 & Automatic Extension 3.2	Insuring Clause 2.2	Clarification & Enhancement: Defence costs is no longer a defined term. Expanded to include some reasonable expenses for property damage . Sub limit of \$250,000 for inquest, inquiry and investigation costs.

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Limits of Liability and Deductible	General Condition 8.11 & 8.12	Insuring Clause 2.3 & 2.4	Clarification: Insured responsible for deductible. Indemnity limit not reduced by deductible. Sublimits (if applicable) are in addition to deductible. Coverage costs payable by insurer not insured.
Automatic Extensions			
Claims Preparation Costs	Not included	Automatic Extension 3.1 - Sub-limit \$25,000	Enhancement: Reasonable costs and expenses now covered for preparing claim under the policy (with limit shown in schedule). This inclusion to the policy does not mean the claim that is submitted will be covered by the policy.
Panel Counsel	Automatic Extension 3.9	Automatic Extension 3.2	
Exclusions			
Note: only Definitions with amendments are shown			
Advertising Liability	Not included	Exclusions 4.1	Amendment: New exclusion for advertising liability on account of the extended coverage provided by the policy for advertising liability. Excludes advertising liability connected with false statements, contractual obligations, product descriptions, advertised price, product characteristics or advertising services.
Aircraft, Hovercraft or Watercraft	Not included	Exclusions 4.2	Amendment: New exclusion included on account of extended coverage, exclusion extends to operation, ownership, possession or use of aircraft, hovercraft and 10+m watercraft. Write back for watercraft operated by independent contractor and watercraft/hovercraft used by insured for business entertainment.
Aircraft Products	Exclusions 5.1	Exclusions 4.3	
Asbestos	Exclusions 5.2	Exclusions 4.4	Clarification: Toxic mould is now a separate exclusion.
Breach of Professional Duty	Exclusion 5.24	Exclusions 4.5	Amendment: Now includes both actual and alleged liability for breach of a professional duty by the insured or those the insured may be legally liable for. Write back available for advice/service given without fee or monetary reward or medical service.
Communicable Disease	Via endorsement	Exclusions 4.6	Clarification: Previously applying via endorsement.

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Contractual Liability	Exclusions 5.4	Exclusions 4.7	Clarification & Enhancement: Now excludes actual or alleged contractual liability where the insured has agreed to effect insurance or assume liability regardless of fault. Write back for incidental contracts or implied liabilities.
Cyber Act, Cyber Incident, Data Loss	Via endorsement	Exclusions 4.8	Clarification: Previously applying via endorsement. Excludes cyber acts or cyber incidents and any loss of data .
Damage to Products	Exclusion 5.13 (Previously 'Insured's Products')	Exclusions 4.9	Clarification: Excludes property damage directly attributable to a fault or defect in the insured's products .
Defamation	Exclusions 5.5	Exclusions 4.10	Clarification: Excludes statements prior to commencement of policy period, that are knowingly false or where the insured is recklessly indifferent as to their truth.
Employers' Liability	Exclusions 5.22	Exclusions 4.11	Clarification & Enhancement: Write back for when insured not otherwise covered for its liability as employer. The terms employment practices, worker and bodily injury are now defined terms for this exclusion. Specific reference/writeback for contractually assumed liabilities of policyholder .
Faulty Workmanship	Exclusion 5.6 (Previously 'Defective Materials, Design and Workmanship')	Exclusions 4.12	Clarification & Enhancement: Exclusion now limited to only the cost of faulty workmanship.
Fines, Penalties, Punitive, Exemplary or Aggravated Damages	Exclusion 5.10 (Previously 'Fines, Penalties and Refund of Fees')	Exclusions 4.13	Clarification: Liquidated damages exclusion has been separated.
Liquidated Damages	Exclusions 5.10	Exclusions 4.14	Clarification: Now a separate exclusion with a write back to the extent the liability would have attached in any event.
Loss of Use	Exclusions 5.15	Exclusions 4.15	Clarification & Enhancement: Includes a writeback for other tangible property after the insured's products have been used by another.
Nuclear/Radioactivity	Exclusions 5.20	Exclusions 4.16	Clarification & Enhancement: Exclusion substantially similar but now includes a writeback for some radioactivity for specific incidental purposes and away from place of production.

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Pollution	Exclusions 5.23	Exclusions 4.17	Clarification & Enhancement: Costs and expenses to prevent pollution excluded. Write back (except in North America) where pollution sudden, unintended and unexpected by the insured.
Product Guarantee	Exclusions 5.4(b)	Exclusions 4.18	Enhancement: Writeback for product safety/information required under federal or state legislation.
Product Recall	Exclusions 5.30	Exclusions 4.19	Clarification: Exclusion covers liability for damages, costs and expenses and no longer includes references to government or statutory requirements.
Property in your Care, Custody or Control	Exclusion 5.25	Exclusions 4.20	Clarification and Enhancement: Focus on ownership, care, custody and control of a property. Now an extensive writeback including for personal property, leased premises and vehicles. Sub limit of \$250K for (v) or as shown in the schedule .
Sanctions	Endorsement	Exclusions 4.21	Clarification: Previously applying via endorsement.
Sexual Abuse/ Molestation	Exclusions 5.17	Exclusions 4.22	Amendment: Abuse exclusion more comprehensive and relates to claims and defence costs with actual, alleged or attempted physical, sexual or psychological assault.
Silica	Not included	Exclusions 4.23	New Exclusion: This is a new market standard exclusion. Excludes liability for silica and silica-related dust.
Terrorism	Exclusion 5.29	Exclusions 4.24	Clarification: Act of terrorism now a defined term. Also see General Condition 7.22.
Tobacco	Not included	Exclusions 4.25	New Exclusion: Excludes personal injury for tobacco including e-cigarettes.
Toxic Mould	Exclusions 5.2	Exclusions 4.26	Clarification: Now a separate exclusion (and not with asbestos).
Vehicles	Exclusion 5.27	Exclusions 4.27	Clarification & Enhancement: Substantially similar. Removal of words repair, operation, control or maintenance of vehicles from the exclusion. Write back including tool of trade, unloading, delivery and uninsured vehicles.
War	Exclusion 5.29	Exclusions 4.28	Clarification: Now a separate exclusion (and not with terrorism).

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Definitions			
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Act of Terrorism	Not previously defined	Definitions 5.1	Clarification: Now a defined term. Relevant for Exclusion 4.24.
Advertising Liability	Definitions 6.2	Definitions 5.2	Enhancement: Substantially similar but now includes reference to <i>Competition and Consumer Act 2010</i> (Cth), or similar legislation.
Aircraft	Definitions 6.3	Definitions 5.3	Clarification: Substantially similar, now specifically excludes model aircraft and unmanned inflatable balloons used for advertising or promotional purposes.
Business	Definitions 6.4	Definitions 5.4	Clarification & Enhancement: Now includes private work undertaken by specific people of the insured .
Communicable Disease	Endorsement	Definitions 5.5	Clarification: Previously applying via endorsement.
Computer System	Endorsement	Definitions 5.6	Clarification: Previously applying via endorsement.
Cyber Act	Endorsement	Definitions 5.7	Clarification: Previously applying via endorsement.
Cyber Incident	Endorsement	Definitions 5.8	Clarification: Previously applying via endorsement.
Compensation	Definitions 6.6	Definitions 5.9	Clarification & Enhancement: Replaces the term "damages" and now more expansive definition.
Data	Endorsement	Definitions 5.10	Clarification: Previously applying via endorsement.
Deductible	Definitions 6.7	Definitions 5.11	
Employment Practices	Not previously specifically defined but included within Exclusion 5.22(c))	Definitions 5.12	Clarification: Now a defined term and includes word "harassment".
General Liability	Not Included	Definitions 5.13	Clarification: Now a defined term. To be read in conjunction with Insuring Clauses and other defined terms.
Hovercraft	Not included	Definitions 5.14	Clarification: Now a defined term. Relevant to Exclusion Clause 4.2
Incidental Contract(s)	Not previously defined	Definitions 5.15	Clarification: Now a defined term. Relevant to Exclusion Clause 4.7 (writeback).
Indemnity Limit	Definitions 6.12	Definitions 5.16	
Insurance Period	Definitions 6.13	Definitions 5.17	

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Insured	Definitions 6.14	Definitions 5.18	Enhancement: Definition of insured expanded to subsidiaries, certain individuals with specific roles/ relationships with insured whilst acting within the scope of their duties and entities where there is an obligation to procure insurance. Removal of vicarious liability for principals .
Medical persons	Definitions 6.18	Definitions 5.19	Clarification: non exclusive definition for simplicity and clarity.
Occurrence	Definitions 6.21	Definitions 5.20	Clarification: All advertising liability arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one occurrence .
Personal Injury	Definitions 6.23	Definitions 5.21	Enhancement: Substantially similar but includes defamation of character and reworded for simplicity and clarity around deeming for latent disease.
Policy	Definitions 6.24	Definitions 5.22	
Policyholder	Definitions 6.25	Definitions 5.23	Clarification: Subsidiary now included in definition of insured under definition 5.18.
Pollutants	Definitions 6.26	Definitions 5.24	
Principal	Definitions 6.28	Definitions 5.25	Enhancement: Removal of requirement for contract. Expanded and simpler definition of principal .
Products	Definitions 6.15	Definitions 5.26	Enhancement: Definition of products expanded with non-inclusive exclusions.
Products Liability	Not previously specifically defined	Definitions 5.27	Clarification: Now a defined term. To be read in conjunction with Insuring Clauses and other defined terms.
Property Damage	Definitions 6.27	Definitions 5.28	Amendment: Removal of trespass, nuisance and wrongful interference. Removal of deeming provision where there is no agreement between insurer and insured as to when property damage happened.
Schedule	Definitions 6.30	Definitions 5.29	
Silica	Not included	Definitions 5.30	Clarification: Now a defined term. Relevant to Exclusion Clause 4.23

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Silica-related dust	Not included	Definitions 5.31	Clarification: Now a defined term. Relevant to Exclusion Clause 4.23
Territorial Limits	Definitions 6.32	Definitions 5.32	Clarification: Reworded for simplicity and clarity. Specific reference to exclusions in and involving North America. Now extends to overseas business trips by Insured's personnel.
Tool of Trade	Not included	Definitions 5.33	Clarification: Now a defined term. Relevant to Exclusion Clause 4.27 (writeback)
Vehicle	Definitions 6.33	Definitions 5.34	Clarification: This defined term clarifies and includes any type of machine other than manual or animal power and any trailer. It has been reworded for clarity.
Watercraft	Definitions 6.34	Definitions 5.35	Clarification: Addition that model boats are not watercrafts.
We/us/our	Definitions 6.35	Definitions 5.36	
Worksite	Not included	Definitions 5.37	Clarification: Now a defined term. Relevant to Exclusion Clause 4.27 (writeback).
Claims Conditions			
Notification, of Occurrence, Claim or Suit	Claim Conditions 7.1	Claim Condition 6.1	
Your Duties in the Event of an Occurrence, Claim or Suit	Claim Conditions 7.2	Claim Condition 6.2	Clarification: Obligation on insured to preserve things that may assist in claim process and advise of other insurances.
Our Rights Regarding Claims	Claim Condition 7.4	Claim Condition 6.3	Clarification: This sets our rights regarding claims including discretion of proceedings/claims and keeping insured updated. Also sets out obligation on insured to assist with defence of a claim.
General Conditions			
Adjustment of Premium	Not included	General Conditions 7.1	Clarification: Applicable if premium calculated on estimated figures.
Alteration of Risk	General Conditions 8.3	General Conditions 7.2	Clarification: Simpler wording. Updated to specify obligation on insured to notify insurer of changes.
Assignment	General Conditions 8.4	General Conditions 7.3	

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Bankruptcy or Insolvency	General Conditions 8.3	General Conditions 7.4	Clarification & Enhancement: Reworded for simplicity and clarity and confirms we will not be relieved of any obligation to pay any claims under the policy if the insured becomes bankrupt or insolvent.
Breach of Condition or Warranty	Not included	General Conditions 7.5	Enhancement: Specifies insured's rights under the policy won't be prejudiced by unintentional and inadvertent conduct in certain instances.
Cancellation of this Policy	General Conditions 8.5	General Conditions 7.6	Clarification & Enhancement: There is no longer a minimum 14 day written notice of cancellation by the insured . Insurer's right to cancel policy restricted to provisions in <i>Insurance Contracts Act 1984</i> . Minimum 25% of full annual premium retained and prorata remaining annual premium.
Confidentiality	General Conditions 8.7	General Conditions 7.7	
Cross Liability	Automatic Extension 3.5	General Conditions 7.8	Clarification: moved to General Conditions instead of Automatic Extension.
Currency	General Conditions 8.16	General Conditions 7.9	Clarification: re-worded for clarity.
Governing Law	General Conditions 8.10	General Conditions 7.10	Clarification: re-worded for clarity.
Good and Services Tax	General Conditions 8.2	General Conditions 7.11	Clarification: re-worded for clarity.
Inspection and Audit	Not included	General Conditions 7.12	Clarification: We have permission to inspect premises, operations and books of the insured .
Interpretation	General Conditions 8.18	General Conditions 7.13	Clarification: re-worded for clarity.
Jurisdictional Limitation	General Conditions 8.9	General Conditions 7.14	Clarification: re-worded for clarity.
Non-imputation	General Conditions 8.13	General Conditions 7.15	Clarification: This general condition has been reworded for simplicity and clarity.

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Other Insurance	General Conditions 8.15	General Conditions 7.16	Clarification: This general condition is substantially similar and has been reworded for simplicity and clarity. Application of policy as excess insurance limited by provisions of <i>Insurance Contracts Act</i> .
Premium Funders	Not included	General Conditions 7.17	Clarification: New policy condition relevant where premium funded by premium funding company.
Reasonable Precautions	General Conditions 8.19	General Conditions 7.18	Clarification & Enhancement: Removal of specific requirement to trace, recall or modify defective products.
Release	Not included	General Conditions 7.19	Enhancement: Relevant where insured has contractual obligation to release certain entities.
Several Liability of Underwriters	General Conditions 8.6	General Conditions 7.20	
Subrogation and Recoveries	General Conditions 8.1	General Conditions 7.21	Enhancement: Substantially similar but now includes additional waiver of subrogation against majority stockholders, and entities owned or controlled by the insured that are not insured by another insurance policy.
Terrorism Insurance Act Notice	Not included	General Conditions 7.22	Enhancement: New policy condition relevant to eligible terrorism loss under applicable legislation.

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.

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