



EVOLUTION - EMPLOYMENT PRACTICES LIABILITY CHANGES TO COVER

Changes to Cover applicable for changes from the DUAL Evolution Employment Practices Liability Endorsement 0317 to DUAL Australia Evolution Employment Practices Liability Endorsement 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 Employment Practices Liability Endorsement 0317	DUAL Australia Evolution Employment Practices Liability Endorsement 11.22	Commentary
Important Notices			
	Not Included	Included	Clarification: We've moved all the important information to the front of the Endorsement for the sake of full transparency and for the ease of reference. This section contains important information relating to the Endorsement , 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			
	Preamble 1.1	Preamble 1.1	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			
Employment Practices Liability Cover	Insuring Clause 2.1	Insuring Clause 2.1	Clarification: Loss must arise from a claim and an actual or alleged employment practices breach .
Employment Practices Investigation Cover	Insuring Clause 2.2	Insuring Clause 2.2	Clarification: Investigation costs must arise from an investigation and an actual or alleged employment practices breach .
Retroactive Date	Not Included	Insuring Clause 2.3	Clarification: Cover is only available for employment practices breaches and any other conduct occurring after the retroactive date .

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Section 3 - Automatic Extensions			
Preamble	Included	Included	Clarification: Deductibles are specified in the schedule and are inclusive of costs unless otherwise specified.
Continuous Cover	Extension 3.1	Automatic Extension 3.1	Clarification: Failure to notify must be on account of error or oversight. This Extension has been re-worded for clarity.
Court Attendance Costs	Clause 6.20(e)	Automatic Extension 3.2	Clarification: Cover has moved from the definitions section to an Automatic Extension.
Discovery Period	Extension 3.2	Automatic Extension 3.3	Coverage Enhancement: Increase from 60 days to 90 days at nil extra premium. Clarification: The 12 month and 84 month discovery periods are subject to our discretion. The 12 month discovery period is subject to tendering of the full expiring annual premium.
Heirs, Estates, Legal Representatives and Spousal Cover	Clause 6.16(b)	Automatic Extension 3.4	Clarification: Cover has moved from the definitions section to an Automatic Extension.
Panel Counsel	Not Included	Automatic Extension 3.5	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.
Public Relations Expenses	Extension 3.3	Automatic Extension 3.6	Clarification: Cover is provided up to the conclusion of the claim or investigation . Sub-limit is available on the schedule .
Section 4 - Exclusions			
Bodily Injury / Property Damage	Exclusion 4.1	Exclusion 4.1	Clarification: Now includes investigations and includes psychiatric injury, sickness, disease or death of any person.
Employee Entitlements and Benefits	Exclusion 4.2 (Previously 'Employee-related Benefits')	Exclusion 4.2	Clarification: Now includes investigations .
Fraudulent, Dishonest and Wilful Conduct	Exclusion 4.3	Exclusion 4.3	Clarification: Now includes investigation and includes "duty" at clause 4.3(b) and "Section 184 of the <i>Corporations Act 2001</i> (Cth)" at clause 4.3(d).
Prior Known Facts	Exclusion 4.4	Exclusion 4.4	Clarification: Includes clarification regarding disputed facts.
Retroactive Date	Not Included	Exclusion 4.5	Clarification: Included on account of Insuring Clause 2.3 (Retroactive date).

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Section 5 - Definitions			
Note: Only Definitions with amendments are shown			
Accountant	Clause 6.1	Not Included	
Cryptoasset	Not Included	Clause 5.3	Clarification: This definition is included in relation to the crypto exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Deductible	Clause 6.4	Clause 5.5	Clarification: Payable in respect of each claim, investigation or specified loss , including for Automatic Extensions.
Defence costs	Clause 6.6	Clause 5.6	Clarification: Reference to claim covered by the policy now included.
Digital Asset	Not Included	Clause 5.7	Clarification: This definition is included in relation to the crypto exclusion. Refer to the Evolution General Conditions, Claims Conditions and General Exclusion wording.
Employment related benefits	Clause 6.10	Clause 5.11	Clarification: Clause 5.10(i) has been included "salary or wage payments of any kind".
Endorsement	Not Included	Clause 5.12	Clarification: Means this EPL endorsement endorsed onto the policy .
Entities	Not Included	Clause 5.13	Clarification: 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 6.16	Clause 5.19	Clarification: This definition has been simplified on account of the new Automatic Extension 3.4 (Heirs, Estates, Legal Representatives and Spousal Cover).
Loss	Clause 6.20	Clause 5.23	Clarification: Reference to court attendance costs has been removed on account of the new Automatic Extension 3.2 (Court Attendance Costs).
Officer	Clause 6.21	Clause 5.24	Clarification: Officer includes senior manager (as defined by the <i>Corporations Act</i>) whilst acting in that capacity.
Pollutant	Clause 6.23 (Previously 'Pollution')	Clause 5.26	Clarification: Title change only.
Proposal	Clause 6.26	Clause 5.29	Clarification: Reference to insured has been included.
Public relations expenses	Clause 6.28	Clause 5.31	Clarification: It does not include overheads, staff remuneration or management time of any insured or compensation or other payments made to customers, clients or potential claims or any fines and penalties.

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Retroactive date	Not Included	Clause 5.32	Clarification: Included on account of Insuring Clause 2.3 (Retroactive date).
Subsidiary	Clause 6.31	Clause 5.34	Clarification: Reference to wrongful act has been updated to employment practices breach .
Territories	Not Included	Clause 5.35	Clarification: 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 5.36	Clarification: 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 6.32	Clause 5.37	Clarification: Replaced principle organisation with policyholder to capture the insured's subsidiaries in the definition of transaction .
Section 6 - Conditions			
Conditions	Condition 5.1	Condition 6.1	Clarification: EPL Conditions have been moved from Section 5 to Section 6.

Changes to Cover: Evolution - EPL 12.22

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