



## Mind the Gap General Liability Changes to Cover

The following document is intended as a guide to understanding DUAL New Zealand Mind the Gap General Liability Policy Wording 02.18, what changes have been made to it and how the changes affect the cover provided.

The 04.16 MTG Wording suite was a combined Policy Wording with all sections included. The 02.18 upgrade provides separate policy wordings plus a General Terms and Conditions Wording, so the product is truly modular.

Section	DUAL New Zealand Mind The Gap Policy Wording 04.16	New DUAL New Zealand Mind The Gap Policy Wordings 02.18	Additional Comments
<b>Language</b>			
Defined terms	Defined terms identified by CAPITAL LETTERS.	Defined terms identified by <b>bold letters</b> .	
Sub-limits or %	Mentioned in Wording.	Any reference to sub-limits removed from Wording and now specified in Schedule.	
<b>Insuring Clause</b>			
Insuring Clause-Public and Products Liability	"We agree to indemnify" language.	"We agree to pay on behalf of" language.	"Pay on behalf of" language is broader than an indemnity form, where the Insured would have to pay the claim before recovering from Insurers.
Defence Costs in Addition to the Limit	One aggregate limit available for defence costs, shared across all policy sections.	Defence Costs now apply In Addition to the Policy Limit for each policy (exclusive).	

<b>Automatic Coverage Clauses</b>			
Rural Forest Fires Act Coverage Clause	Included.	Deleted as the Rural Forest Fires Act was repealed by the Fire and Emergency New Zealand Act 2017.	Rural Forest Fires Act Coverage Clause has been removed, as there is no longer strict liability for Insured's under the Forest and Rural Fires Act, given any liability/ indemnity is provided under the Insuring Clause up to the policy limit in the Schedule.
Defective Workmanship to Property Being Worked On	Included for \$250,000 sub limit. Referred to as "Defective Materials, Design & Workmanship".	Renamed to "Defective Workmanship to Property Being Worked On". Clarification that DUAL will provide cover for the actual separable portion being worked on. \$250,000 sub limit.	
Hot Work Cover	Not Included.	Included for Full Policy limit. Policy will only trigger if the Insured has complied with the relevant Standard.	
Machinery Service / Repair Liability	Not Included.	Included for \$500,000 sub limit with \$2,500 deductible.	
Underground Services	Included.	Extended to allow for an Insured to engage a professional underground utility locating service.	
Vehicle / Watercraft S&R	Part of vehicle/watercraft being worked on was Excluded.	Part of vehicle/watercraft being worked on is now Included.	
<b>Definitions</b>			
Pollution	Included.	Extended to now exclude anything in connection with methamphetamine or any substance prohibited by the Misuse of Drugs Act 1975.	
Insured	Included.	Extended under 5.13(f) to include cover for contractors or sub-contractors who are otherwise not insured whilst working for the Insured.	

## Automatic Coverage Clause Sub Limits

	<p>Included as:</p> <p>Business Advice or Service - \$1,000,000.</p> <p>Defective Materials, Design &amp; Workmanship - \$250,000.</p> <p>Forests and Rural Fires Act - \$250,000.</p> <p>Goods on Hook - \$250,000.</p> <p>Hot Work - Not Included.</p> <p>Innkeepers Liability - \$250,000.</p> <p>Landlord's Liability - INDEMNITY LIMIT.</p> <p>Lost or Stolen Keys - \$50,000.</p> <p>Machinery Service/Repair Liability - Not Included.</p> <p>Mechanical Plant Liability - \$250,000.</p> <p>Product Withdrawal Costs (NZ Only) - \$100,000.</p> <p>Property in Care, Custody or Control - \$100,000.</p> <p>Punitive or Exemplary Damages (NZ Only) - \$1,000,000.</p> <p>Tenant's Liability - INDEMNITY LIMIT.</p> <p>Underground Services (NZ Only) - \$250,000.</p> <p>Vehicle and Watercraft Service / Repair Liability (NZ Only) - \$250,000.</p> <p>Vibration and Removal of Support (NZ Only) - \$250,000.</p>	<p>Updated to the below:</p> <p>Business Advice or Service - \$1,000,000</p> <p>Defective Workmanship to Property Being Worked On - \$250,000</p> <p>Forests and Rural Fires Act - Removed as no longer relevant</p> <p>Goods on Hook - \$250,000</p> <p>Hot Work - INDEMNITY LIMIT</p> <p>Innkeepers Liability - \$250,000</p> <p>Landlord's Liability - INDEMNITY LIMIT</p> <p>Lost or Stolen Keys - \$500,000</p> <p>Machinery Service/Repair Liability - \$500,000</p> <p>Mechanical Plant Liability - \$500,000.</p> <p>Product Withdrawal Costs (NZ Only) - \$250,000.</p> <p>Property in Care, Custody or Control - \$250,000.</p> <p>Punitive or Exemplary Damages (NZ Only) - \$1,000,000.</p> <p>Tenant's Liability - INDEMNITY LIMIT.</p> <p>Underground Services (NZ Only)- \$500,000.</p> <p>Vehicle and Watercraft Service / Repair Liability (NZ Only) - \$500,000.</p> <p>Vibration and Removal of Support (NZ Only) - \$500,000.</p>	<p>Defective Materials, Design &amp; Workmanship renamed to Defective Workmanship to Property Being Worked on Forests and Rural Fires Act removed (see above).</p> <p>Hot Work now included for Full Indemnity Limit.</p> <p>Lost or Stolen keys sub limit increased to \$500,000.</p> <p>Machinery Service/Repair Liability now included for \$500,000 sub limit.</p> <p>Mechanical Plant Liability sub limit increased to \$500,000.</p> <p>Product Withdrawal Costs (NZ Only) sub limit increased to \$250,000.</p> <p>Property in Care, Custody or Control sub limit increased to \$250,000.</p> <p>Underground Services (NZ Only) increased to \$500,000.</p> <p>Vehicle and Watercraft Service / Repair Liability (NZ Only) sub limit increased to \$500,000.</p> <p>Vibration and Removal of Support (NZ Only) sub limit increased to \$500,000.</p>
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	Visits to Countries Outside the Policy Territory - INDEMNITY LIMIT.  Warrant of Fitness - \$100,000.	Visits to Countries outside the Policy Territory - INDEMNITY LIMIT.  Warrant of Fitness - \$100,000.	
<b>General Conditions and Exclusions</b>			
Molestation	Not Included.	Included.	
Misuse of Drugs	Not Included.	Included.	DUAL will not cover the use, manufacture or distribution of methamphetamine or any other substance prohibited by the Misuse of Drugs Act 1975 or any amending or replacement legislation.
Cancellation Clause	Included.	Clarification that the Insured may cancel the policy at any time with immediate effect. Provided that there have been no claims or notifications made on or under the policy, DUAL will agree to allow a refund of premium calculated on a pro-rata basis, provided that we will always retain a minimum of 25% of the full annual premium.	