



PROFESSIONAL INDEMNITY - CHANGES TO COVER

We believe Professional Indemnity should be easy to deliver and understand which is why we've released our 08/14 version in plain language with a simplified layout. Please note the clause numbers and titles have changed.

	V12/09	V08/14	COMMENTS
<u>Insuring Clauses</u>			
Civil Liability	Breach of professional duty	Civil Liability	Broad form Civil Liability.
Defence Costs in Addition	Extension 3.3	Insuring Clause 2.2	
Advancement of Defence Costs	Not Included	Insuring Clause 2.3	V08/14 "within 30 days of receipt of sufficiently detailed invoices for those costs are received by us."
<u>Extensions</u>			
Attendance at Investigations	Extension 2.10 Sub-limited to SGD\$100k	Extension 3.1 Full policy limit	Coverage enhancement V09/12 Definition 6.9 'INQUIRY' replaced with V08/14 Definition 6.22 'Investigation' Full policy limit
Court Attendance Costs	Extension 2.11	Extension 3.4	V09/12 \$250 day employees/ \$500 day for principals, partners V08/14 \$500 day for all employees
Crime	Extension 3.8 Sub-limited to \$50k	Extension 3.6 Sub-limited to \$50k	V08/14 extends to first and third party crime loss (V09/12 first party only) Cover for fraud/dishonesty or principals, partners is contingent upon dual signatory and dual bank reconciliation controls. Coverage not limited to the consequences of any dishonest, fraudulent, malicious or reckless act or omission of an Insured.
Discovery Period	Not included	Extension 3.8	V08/14 includes an Automatic Discovery Period: i) 60 days for nil EP ii) 12 months discovery period for 100% of the annual premium iii) 84 months available, subject to underwriting criteria and additional premium.

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Emergency Defence Costs	Extension 3.17 Sub-limited to \$100k	Extension 3.9 Full policy limit	Coverage enhancement Full policy limit
Lost Data	Extension 3.4 Sub-limited to \$500k	Extension 3.15 Full policy limit	Coverage enhancement V08/14 broader extension now includes computer and electronic data Full policy limit
Newly Created Subsidiary	Not Included	Extension 3.16	Automatic 60 days cover for an acquired subsidiary. No size threshold for automatic coverage to apply to new subsidiaries.
Panel Counsel	Not Included	Extension 3.17	Coverage enhancement 1 hour free legal advice from a panel firm regarding a covered claim or circumstance accepted by the policy.
Public Relations Expenses	Extension 3.13 Sub-limited to \$50k	Extension 3.19 Full policy limit	Coverage enhancement Full policy limit
<u>Exclusions</u>			
Sanctions Limitation	Applied by Endorsement	Exclusion 5.21	
Performance Obligation	Exclusion 7.18	Not Included	Coverage enhancement
<u>Definitions</u>			
Civil Liability	Not Included	Definition 6.2	V08/14 clarifies any legally enforceable obligation to a third party would be covered, subject to all other policy terms and conditions.
Claim	Definition 6.1	Definition 6.3	V08/14 now includes 'verbal notice'.
Crime loss	Not Included	Definition 6.4	New definition to cater for broader Crime Extension.
Data	Previously Definition 6.4	Definition 6.5	V08/14 now includes electronic and non electronic forms of data.
Insured	Definition 6.11	Definition 6.20	V08/14 removes the requirement for subsidiaries to be named in the Schedule.
Insured Person	Previously Extension 3.2	Definition 6.21	V08/14 broadened definition and automatically includes past principals, partners and directors negating the need for the Former Principals Extension.
Transaction	Not Included	Definition 6.40	New definition which is included in the Alteration to Risk Clause, and Discovery Period.

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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<u>Conditions</u>			
Legal Representation & Settlement	Condition 8.4 Insurer 'Right to Defend'	Condition 7.4 Insurer 'Duty to Defend'	Coverage enhancement. It is our duty to defend and not the duty of the insured to defend claims and arrange for legal representation at investigations.
Confidentiality	Not Included	Condition 8.7	V08/14 clarifies policy details must not be disclosed to an external third party, unless required to do so by law, with our prior written consent, or via the Certificate of Currency which can be provided to third parties.
Severability, Non-Imputation & Non-avoidance	Condition 9.8	Condition 8.13	V08/14 clarifies we will waive our rights under section 28 (3) of the Insurance Contracts Act (1984) for innocent non-disclosure and innocent misrepresentation by the insured.
Territorial Limitation	Condition 8.1	Condition 8.8	V09/12 Worldwide excluding USA/ Canada. V08/14 Worldwide.