

COMBINED LIABILITY - MISCELLANEOUS

SUMMARY OF KEY CHANGES

This summary is for brokers' information only. It does not form part of the insurance policy and will not be used to assess claims.

Summary of key changes for HCL3

Change Type	What's changed	Detail
Updated Address	Various sections of the policy, Hutch's address has been changed to their current address	Current Address: L6, 7-15 Macquarie Place, Sydney, NSW, 2000
Lead Underwriter Update	The lead underwriter has been updated to reflect the current leading Lloyd's syndicate	Certain underwriters at Lloyds, led Munich Re Syndicate 457
General Insurance Code of Practice	Code website has been updated to latest address	For further information on the Code please visit www.codeofpractice.com.au
Complaints and Dispute Resolution	Hutch complaints contact email address has been updated Lloyd's Contact Details updated	Hutch Contact: E: complaints@hutchunderwriting.com.au Lloyd's Contact: Post: PO Box R1745 Royal Exchange NSW 1225
Service of Suit	New heading added for Service of Suit section Lloyd's Underwriters' General Representative in Australia address updated	Lloyd's Underwriters' General Representative in Australia Post: PO Box R1745 Royal Exchange NSW 1225 Email: serviceofsuitaus@lloyds.com who has authority to accept service on the Underwriters' behalf;
Confirmation of Transactions	"intermediary" updated to Insurance Broker Us updated to Hutch Underwriting	Confirmation of Transactions If You need to clarify any of the information contained in this Policy, wish to confirm a transaction or You have any other queries regarding Your Policy, Your first point of contact is Your insurance broker. However, if You would also like to contact Hutch Underwriting directly, please use the contact details above.
General Exclusions	Mould/Fungi/Toxins has been deleted and replaced with Pathogenic Organisms Exclusion	Pathogenic Organisms Exclusion any Claim for any legal liability of whatsoever nature directly or indirectly cause by or contributed to by or arising from any Pathogenic Organism. For the purposes of this exclusion Pathogenic Organism shall include but not limited to the following: - Mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether



The Clear Way to Better Cover

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		toxic or otherwise. It is understood and agreed that Insurers shall not be under any duty to defend the insured in any proceedings in connection with any Pathogenic Organism claims or incidents. This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred
General Exclusions	War and Terrorism, a) has been expanded to include Lloyds standard terminology	War and Terrorism any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power <u>or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;</u> (b) any Act of Terrorism; or (c) damage, loss, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above is also excluded
General Exclusions	War and Cyber Operation exclusion – now includes reference to Lloyd's standard exclusion	LMA5567A - 18 January 2023
Definitions	Definition Added for Hutch	Hutch or Hutch Underwriting means Hutch Underwriting Pty Limited
Definitions	Insurer(s)/We/Us/Our updated to reflect new lead syndicate	Insurer(s)/ We/Us/Our means certain underwriters at Lloyd's, led by Munich Re Syndicate 457, acting through Hutch
Definitions	Definition of Damages updated, no longer excludes "or any award of legal costs and expenses."	Damages means loss, judgments and settlements, but does not include fines, penalties, punitive or exemplary damages, or the return, withdrawal or reduction of professional fees or commissions, or any equitable relief
Optional Extensions	Sudden and Accidental Pollution updated to reflect Pathogenic Organisms and Mould/Fungi/Toxins removed.	2. Sudden and Accidental Pollution Notwithstanding General Exclusions Pathogenic Organisms and Pollution but subject always to General Exclusion Asbestos...



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