

What's changed

QM2326-1123 Professional Contractor (Procon) Policy Wording

The purpose of this document is to provide a summary of the recent changes to the policy terms and conditions for QM2326-1123 Professional Contractor (Procon) Policy Wording.

This document:

- ✓ is a summary only and
- ✓ addresses only the key changes to QM2326-1123 Professional Contractor (Procon) Policy Wording.

This document:

- ✗ is not intended to be comprehensive
- ✗ does not form part of the insurance policy
- ✗ does not consider Your individual circumstances
- ✗ is not used to assess claims and
- ✗ should not be relied on instead of the Policy Wording.

We will assess any claim against the policy terms and conditions and applicable law.

Please read the new Policy Wording thoroughly for full details of cover, conditions and exclusions to ensure it meets Your requirements.

Summary of key changes

We've updated our Professional Contractor (Procon) Policy Wording (QM2326- 0719 to QM2326-1123). To see how this cover has changed, we've provided a summary of the key changes below:

Change type	What's changed	Explanation	Details can be found in
Clarification	Important Notices - applicable to all Sections - About QBE	The clause has been amended for clarification purposes.	Important Notices - applicable to all Sections
Clarification	Important Notices - applicable to all Sections - About QBE - QBE in the Community	Provides information regarding what QBE does with a portion of Your premium to give back to the communities We operate in.	Important Notices - applicable to all Sections
Clarification	Important Notices - applicable to all Sections - Privacy QBE	Amended for clarification purposes	Important Notices - applicable to all Sections
Clarification	Important Notices - applicable to all Sections - General Insurance Code of Practice	Amended for clarification purpose wordings and to be in line with our standard.	Important Notices - applicable to all Sections
Clarification	Important Notices - applicable to all Sections - Complaints	Amended for clarification purposes and to update the details to be in line with QBE's standard wording.	Important Notices - applicable to all Sections

Change type	What's changed	Explanation	Details can be found in
General Exclusions			
Clarification	General Exclusions - which apply to all Sections of this Policy	The preamble has been amended for clarification purposes. We have removed the reference to Claim and instead replaced it with "make any payment" to make it clear that whether a Claim is made or not, we will not provide any cover or make any payment with respect to the exclusions listed.	General Exclusions - which apply to all Sections of this Policy
New	General Exclusions - which apply to all Sections of this Policy: Laws Impacting Cover	Standard QBE exclusion that is inserted into all wordings. Provides that We will not provide any cover to the extent that it is unlawful for Us to do so.	General Exclusions - which apply to all Sections of this Policy
Clarification	General Exclusions - which apply to all Sections of this Policy: Nuclear	The clause has been amended for clarification purposes.	General Exclusions - which apply to all Sections of this Policy
New	General Exclusions - which apply to all Sections of this Policy: Sanctions	Standard QBE exclusion that is inserted into all wordings. Provides that We will not provide any cover where to do so may expose Us to any sanction, prohibition or restriction under United Nations resolution or any applicable trade or economic sanctions, laws or regulations of any country.	General Exclusions - which apply to all Sections of this Policy
Additional Benefits			
Clarification	Additional Benefits: Continuous Cover	The clause has been amended so that sub paragraphs (i) and (ii) are now (c) and (d) and "Provided that" applies to both (c) and (d).	Additional Benefits
Clarification	Additional Benefits: Created or Acquired Companies or Subsidiaries	Paragraph two of the clause has been amended to include the word "reasonably" for UCT purposes.	Additional Benefits

Change type	What's changed	Explanation	Details can be found in
General Conditions - which apply to all Sections of this Policy			
Clarification	General Conditions - which apply to all Sections of this Policy - Alteration to Risk	The clause has been amended for UCT purposes to provide a condition that the Insured must notify to Us of any material alteration to the risk as it was disclosed at the commencement or renewal of this Policy or in the Insurance Proposal.	General Conditions - which apply to all Sections of this Policy
Clarification	General Conditions - which apply to all Sections of this Policy - Cancellation	The clause has been amended to note that We or You may cancel this Policy at any time and a pro-rata refund will be provided unless a Claim or circumstance has been notified during the Period of Insurance in which case, no refund will be provided.	General Conditions - which apply to all Sections of this Policy
Clarification	General Conditions - which apply to all Sections of this Policy - Confidentiality	The clause has been amended for UCT purposes.	General Conditions - which apply to all Sections of this Policy
Clarification	General Conditions - which apply to all Sections of this Policy - Interested Parties	The clause has been amended for UCT purposes.	General Conditions - which apply to all Sections of this Policy
Clarification	General Conditions - which apply to all Sections of this Policy - Limit of Indemnity	The clause has been amended for clarification and UCT purposes.	General Conditions - which apply to all Sections of this Policy
Clarification	General Conditions - which apply to all Sections of this Policy - Other Insurances	The clause has been amended for UCT purposes.	General Conditions - which apply to all Sections of this Policy
New	General Conditions - which apply to all Sections of this Policy - References to Legislation	The clause provides that any reference to legislation will have the meaning given in any Subsequent Legislation (defined).	General Conditions - which apply to all Sections of this Policy
General Claims Conditions - which apply to all Sections in this Policy			
Clarification	General Claims Conditions - which apply to all Sections in this Policy - Allocation	The clause has been amended for UCT purposes.	General Claims Conditions - which apply to all Sections in this Policy

Change type	What's changed	Explanation	Details can be found in
Clarification	General Claims Conditions - which apply to all Sections in this Policy - Defence and Settlement	The clause has been amended for UCT purposes.	General Claims Conditions - which apply to all Sections in this Policy
Clarification	General Claims Conditions - which apply to all Sections in this Policy - Reporting and Notice	The clause has been amended for UCT purposes and to update the details of whom to notify of any Claim or circumstance.	General Claims Conditions - which apply to all Sections in this Policy
Clarification	General Claims Conditions - which apply to all Sections in this Policy - Senior Counsel Clause	<p>The clause has been amended to include a timeframe on how long We have to engage Senior Counsel if there is a dispute between You and Us with respect to whether a Claim should be settled or defended.</p> <p>We have also removed the condition that where Senior Counsel is of the opinion that the matter should not be contested but settled, the Insured will not object to any such settlement and shall so-operate with Us.</p>	General Claims Conditions - which apply to all Sections in this Policy
Clarification	General Claims Conditions - which apply to all Sections in this Policy - Subrogation	The clause has been amended for UCT purposes.	General Claims Conditions - which apply to all Sections in this Policy
Policy Section 1 - Broadform Liability			
Benefit	Policy Section 1 - Broadform Liability Insuring Clauses Vibration and Removal of Support	Sublimit has increased to \$1,000,000.	Policy Section 1 - Broadform Liability Insuring Clauses
Policy Section 2 - Professional Civil Liability			
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Civil Liability	The clause has been amended for clarification purposes to note that cover is provided against Loss for Civil Liability for compensation.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Defence Costs	The clause has been amended to confirm that Our consent shall not be unreasonably withheld where it is sought with respect to this clause.	Policy Section 2 - Professional Civil Liability: Insuring Clauses

Change type	What's changed	Explanation	Details can be found in
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Breach of Duty	The lead in has been amended to confirm that cover is provided against civil liability for compensation arising from any Claim made against You for breach or alleged breach of duty for the provision of services provided as part of the Insured's Business.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Contractors, Sub-Contractors or Agents	The lead in has been amended to confirm that cover is provided against civil liability for compensation arising from any Claim arising from any act, error or omission committed or alleged to have been committed by any consultant, subcontractor or agent for whose acts, errors or omissions for which You are legally liable.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Defamation	The clause has been amended to confirm that cover is provided for unintentional defamation.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Fraud and Dishonesty	The lead in has been amended to confirm that cover is provided against civil liability for compensation arising from any Claim arising from the dishonest, fraudulent, criminal or malicious act or omission of an Employee of Yours subject to certain conditions noted.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Insuring Clauses Intellectual Property	The lead in has been amended to confirm that cover is provided against civil liability for compensation arising from any Claim made against You for any unintentional infringement of copyright, trademark, registered design or any plagiarism or breach of confidentiality. Cover does not extend to a breach of patent.	Policy Section 2 - Professional Civil Liability: Insuring Clauses
Clarification	Policy Section 2 - Professional Civil Liability: Additional Benefits Disciplinary Proceedings and Enquiries	The clause has been amended to confirm that Our consent shall not be unreasonably withheld where it is sought with respect to this clause.	Policy Section 2 - Professional Civil Liability: Additional Benefits

Change type	What's changed	Explanation	Details can be found in
New and Reduction	Policy Section 2 - Professional Civil Liability: Exclusions Cyber and Data	Standard QBE exclusion to exclude any claim in relation to a Cyber Act (defined), Virus (defined) or breach of Data Protection Law (defined).	Policy Section 2 - Professional Civil Liability: Exclusions
Policy Section 3: Directors and Officers Liability			
Clarification	Policy Section 3 - Directors and Officers Liability: Additional Benefits Official Investigation Costs	The clause has been amended for UCT purposes.	Section 3: Directors and Officers Liability: Additional Benefits
Policy Section 4: Statutory Liability			
Clarification	Section 4 - Statutory Liability: Insuring Clauses Loss	The clause has been amended to confirm that Our consent shall not be unreasonably withheld where it is sought with respect to this clause.	Section 4 - Statutory Liability: Insuring Clauses
Clarification	Section 4 - Statutory Liability: Insuring Clauses Pollution	The clause has been amended to confirm that Our consent shall not be unreasonably withheld where it is sought with respect to this clause.	Section 4 - Statutory Liability: Insuring Clauses