

## Summary of changes to XHCP 91 in drafting of XHCP 22

<b>Section</b>	<b>Change</b>	<b>Commentary</b>
<b>Whole Form</b>	Increased consistency	Use of full stops, semi-colons, spelling, numbers expressed and references to the terms "Policy" and "Employee". Acronyms defined
<b>Preamble</b>	Updated preamble. Treatment of costs now as per Schedule of Underlying	Flexibility for costs to be included, or not covered, as negotiated per risk
<b>Insuring Agreements</b>	<ul style="list-style-type: none"> <li>Reordered PL and GL insuring clauses, and clarified wording</li> <li>Patient GL moved to PL coverage.</li> <li>Amended to "Insuring Agreement".</li> </ul>	PL now comes first and Patient GL now part of PL coverage. Changes are more logical for a given PL is the key exposure
	Used "Policy Period" as a defined term. Previously the wording used "Annual Period"	Provides additional clarity
	Occurrence GL will be added via endorsement	<ul style="list-style-type: none"> <li>Previously the default was that GL was on an occurrence basis; but it is preferable that claims made is the default</li> <li>GL trigger could be changed to Occurrence via Endorsement, if negotiated</li> </ul>
<b>Limit of Liability</b>	Removed unaggregated auto, aircraft, watercraft limit provision	These coverages are now aggregated, per the limit of liability, in line with market standards
<b>Anti-Stacking</b>	Anti-stacking	Language added which clarifies multiple limits cannot be payable under the same claim, and which provides for allocation of which coverage does respond
<b>Definitions</b>	Alphabetised	Makes the form easier to read
	"Aircraft Liability"	"Ownership" and "possession" added to the definition.
	"Act of Terrorism"	Definition added
	"Annual Period"	Definition added
	"Bodily Injury"	Amended to distinguish from "Personal Injury" in the MPL insuring clause
	"Circumstance"	Text within definition changed from "...appears likely..." to "...could reasonably..."
	"Communicable Disease"	Definition added
	"Directors and Officers"	Definition added
	"Hazardous Properties"	Definition added
	"Nuclear Facility"	Definition added
	"Pollutants"	Definition added
	"Named Insured" definition replaced with "Insured"	Clarifies and simplifies. Not intended to be more restrictive. Consistency throughout wording, "a" "Named Insured" replaced with "the" "Named Insured"
	Removed "Facilities of the Named Insured" throughout	Covered by definition of "Insured" and "Managed Facilities"

	Expanded use of definition for "Claim"	This was previously only a defined term in respect of the claims co-operation clause. It is now a defined term applicable throughout the policy
	Policy Period	Amended to be an actual definition and not reference the item number within the declarations page
<b>Exclusions</b>	Added headings, alphabetised	Makes the form easier to read
	Added TCPA exclusion	Issue that has emerged since 1991
	Expanded discrimination exclusion	To reflect current zeitgeist
	Embed war exclusion	NMA 2918 [NB: actual reference not listed]
	Embed nuclear exclusions	NMA 1256 & 1477 [NB: actual references not listed]
	Embed sanctions exclusion	LMA 3100 [NB: actual reference not listed]
	Embed retro-limitation clause	LSW 559 [NB: actual reference not listed]
	Embed mold & silica exclusion	Added this market standard exclusion
	Broadened pollution exclusion	Amended this to current market standard
	Criminal acts added to intended loss exclusion	Clarity and reflection of intent
<b>Reporting and Claims Handling Condition</b>	<ul style="list-style-type: none"> <li>Amended Loss Advice Form and loss summaries Bordereau</li> <li>Re-wording of claims cooperation clause</li> <li>Two versions, which will result in an XHCP22A and XHCP22B form</li> </ul>	<ul style="list-style-type: none"> <li>LAF &amp; Bordereau brought up to date, to reflect established processes and current exposures, e.g. expanded and modernised 7 deadly sins (e.g. removal of HIV, addition of sepsis and Sexual Assault etc)</li> <li>Requirements tightened a little, to codify the intent of closer co-operation</li> <li>XHCP (B) will include a requirement for written consent to settle</li> </ul>
<b>Other Conditions</b>	Loss Or Medical Incident Payable condition	Clarifies issues surrounding covered & not covered elements of a claim
	Cancellation	<ul style="list-style-type: none"> <li>Cancellation for non-payment of premium increased to 15 days in line with premium payment clause.</li> <li>Full premium payment in the event of a claim, made clear.</li> <li>Addition of 'Named' to 'Insured' in paragraph 1 of clause</li> </ul>
	Fraudulent Claims Clause	LMA 5120 [NB: actual reference not listed]
	Added TRIA not purchased clause	This can be quoted as normal, and added via Endorsement if taken up
	ERP clauses updated	Provide further clarity regarding underlying aggregates and avoiding conflicting language
	Policy Disputes	New section created to incorporate both Arbitration and Service of Suit sections. Plus, text added at beginning of Service of Suit which states it is not deemed to conflict with or override obligation of arbitration
	Incorporation of Proposal and Supporting Documentation	"Supporting Documentation" has replaced "Application".

	Condition relating to Joint Commission	Removed. Underwriters should conduct due diligence to ensure insureds are accredited as applicable
<b>Declarations</b>	Extended Reporting Period	Period of Extended Reporting Period removed from the body of the wording and added to the declarations page
<b>Schedule</b>	Maintenance retention language included	Clarifies the operation of the Maintenance retention
	Other added to schedule of underlying amounts	Aircraft (Liability Hazard), Watercraft (Liability Hazard) and Helipad (Liability Hazard)
<b>End't</b>	Coverage for Batch claims added by endorsement, if required	Provides some standardisation for this widely taken-up cover: Timing of batch claims including requirements for designation of a batch Batch claims will not serve to erode an underlying aggregate Clarification around required nexus of causation Options for per claimant retention and batch specific SIR, as negotiated
<b>End't</b>	Cyber clarification language not included in the base form	To be added via End't using LMA language or other, as negotiated