

NOTICE OF CHANGE YELLOW COVER

There have been changes to your expiring policy which are listed below. The table below lists the variations to Your prior Cover. You should understand these changes before you renew Your Policy.

Note: We have also improved the structure and wording of some of the clauses within this Policy to make it easier to read and where they have not altered Your Cover we have not listed them below.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
POLICY PRODUCT 1 - MOBILE PLANT AND MOTOR VEHICLES			
DEFINITIONS			
Improvement	Extra(s)	Your previous Definition included a definition of accessories and other items included with Your Cover.	This Policy provides the same Cover but the definition of accessories has been extended to include telematics, electronic log books or dash cameras.
SECTION 1 - MATERIAL DAMAGE			
Improvement	New Insured Property Replacement – Registration fees	Your previous Cover provided for replacement depending on the type and age of Your Insured Property. Where We agreed to pay for registration fees it was only for Our proportion after deducting for Your registration refund on the previous item.	This Policy provides the same Cover but where We agree to pay for registration fees, We will pay them in full.
Automatic Additional Benefits To Section 1			
Improvement	Operator/Driver Personal Effects	Your previous Policy provided some Cover for personal effects but was subject to deductions for age, depreciation and wear and tear.	This policy provides the same Cover without those additional deductions.
Improvement	Hire Motor Vehicles – Difference in Excess	Your previous Policy provided some Cover for the difference in Excess payable for business related car hire.	This benefit is unchanged but has now been extended to include utility vehicles.
Optional Extensions to Section 1			
Improvement	Hire Costs- Substitute Mobile Plant & Ongoing Hire Cost	Your previously Policy outlined when this Optional Cover ceases, one of which was when We offer You a cash settlement.	This Policy provides the same Cover that ceases in the same way but in terms of cash settlement, it will cease when We cash settle Your claim.
Exclusions to Section 1 - Policy Product 1			
Improvement	Deterioration Exclusion	Your previous Policy excluded loss or damage to Insured Property as the result of depreciation, wear and tear, metal fatigue or corrosion, or faulty design or workmanship.	We have clarified that We will not pay for: Loss, damage, or resultant mechanical damage to Your Insured Property as the result of: a. depreciation, wear and tear, metal fatigue or corrosion; or b. deterioration resulting from atmospheric conditions; or c. faulty design or workmanship. However, other than resultant mechanical damage, We will cover loss or damage to Your Insured Property resulting directly from an Accident or fire caused by such failure as stated above.
Clarity	Mechanical Event Exclusion	Your previous Policy excluded loss or damage to Insured Property as the result of mechanical (which includes over-revving of the engine howsoever caused or incurred), or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Insured Property.	We have clarified that We will not pay for: Loss, damage, or resultant mechanical damage to Your Insured Property as the result of: a. mechanical events (which includes but is not limited to over-revving of the engine howsoever caused or incurred); or b. structural failure events; or c. electrical or electronic events. However, other than resultant mechanical damage, We will cover loss or damage to Your Insured Property resulting directly from an Accident or fire caused by such failure as stated above.

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Clarity	Mobile Plant Working on Watercraft - Exclusion	Your previous Policy excluded loss or damage to Your Mobile Plant whilst it is being used as a Tool of Trade, loaded to or unloaded from, any waterborne vessel.	This exclusion is unchanged but has been clarified to exclude Mobile Plant working on such watercraft.
Section 2 - Road Risk Liability			
Improvement	Dangerous Goods Liability	Your previous Policy provided Cover for Dangerous Goods carrying liability up to a limit of \$1,250,000 (or as specified on Your Policy Schedule).	This Policy Covers provides identical cover up to a limit of \$2,500,000 (or as specified on Your Policy Schedule).
Improvement	Non Dangerous Goods Liability	Your previous Policy provided Cover for non-Dangerous Goods carrying liability up to a limit of \$32,500,000 (or as specified on Your Policy Schedule).	This Policy Covers provides identical cover up to a limit of \$50,000,000 (or as specified on Your Policy Schedule).
Clarity	Limit of Liability – Section 2	Your previous Policy confirmed Our total liability under Section 2 will not exceed the Limit of Indemnity shown on Your Policy Schedule for Dangerous Good or Non-Dangerous Goods.	Our total liability for the increased limits noted above have been clarified: a) Our total liability (inclusive of all costs, charges and expenses) under this Section 2 will not exceed \$50,000,000 as the Limit of Indemnity (unless another amount is shown in Your Policy Schedule) in respect of any one claim or series of claims arising from any one Accident, including any one claim or series of claims arising from the carriage of non-Dangerous Goods or Dangerous Goods but subject to the Limit of Indemnity for the carriage of Dangerous Goods in b) of this clause 5. b) Our total liability for the carriage of Dangerous Goods will not exceed \$2,500,000 (unless another amount is shown in Your Policy Schedule), as the Limit of Indemnity for the carriage of Dangerous Goods not otherwise excluded under Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1 and not otherwise limited in clauses 3 and 4 of this Section 2 Cover.
Clarity	Defence Costs	Your previous Policy outlined the extent of additional defence costs Cover in the event of a claim exceeding Your Limit of Indemnity	This clause has been clarified: If the total amount required to settle the claim, (or discharge the judgment for damages) exceeds the applicable Limit of Indemnity (or the Limit of Indemnity under the relevant clauses 3 or 4 of Section 2 of this Policy Product 1) We will only pay a proportion of Your legal costs, being the proportion that the Limit of Indemnity represents to the total amount required to settle the claim, (or discharge the judgment for damages). We will not pay more than Your total defence costs.
Clarity	Exclusion for Tool of Trade Liability	Your previous Policy excluded Section 2 liability caused by operating a mechanical Tool of Trade along with circumstances when that exclusion did not apply.	We have clarified that We will not pay for liability caused by operating Your Insured Property as a Tool of Trade but the previous circumstances when this exclusion did not apply are unaltered.
Clarity/Restriction	Aviation Activity – Liability Exclusion	Your previous Policy excluded Section 2 liability caused by Aviation activities.	This policy excludes the same activities but has been clarified to also exclude liability arising directly or indirectly from any activity within or on an aircraft mooring, apron or hangar.
Automatic Extensions to Section 1 and 2			
Clarity	Auto Inclusion of Additional Insured Property	Your previous Policy provided Cover for automatic inclusion of newly acquired Insured Property within 45 days, subject to certain conditions. This extension was only available for Insured Property with a Sum Insured up to \$500,000.	This Policy provides the same Cover but clarifies that for Insured Property with a Market Value in excess of \$500,000, the Sum Insured under this extension will be limited to \$500,000, until You request and We accept a higher limit, in writing.
Improvement	Public Relations/Crisis Management	Your previous Policy did not provide this Cover.	Provided You have obtained Our prior written consent, We will Cover Your costs reasonably incurred, up to a limit of \$75,000 following an Accident giving rise to a valid claim under the Policy, for management by professional media and public relations consultants, to reduce or negate any adverse publicity or public reaction to Your business.

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Optional Extensions to Section 1 and 2			
Clarity	Aggregate Excess Option	Your previous Policy provided an option to select an Aggregate Excess.	This Policy includes the same option and conditions but has been clarified: Where You have elected under Section 1, Settlement Clause 2 to replace Your Insured Property with a new unit, and We agree You or Your driver were not at fault, if there is any recovery by way of subrogation, You will be responsible for any difference in the amount between the new replacement cost under Section 1 and the amount recovered. Any such difference shall apply toward exhaustion of the Aggregate Excess.
Exclusions that apply to all Sections of Policy Product 1			
Clarity	Illegal alterations or modifications	Your previous Policy excluded loss, damage or liability arising from operating Your Insured Property with illegal alterations or modifications that do not comply with any Machinery Act, regulation, Australian Standard Code/Design rule or manufacturer's standard design.	This Policy excludes the same circumstances and has also been clarified that the Policy excludes non-compliance with any act or regulation.
Restriction	Mobile Homes, Caravans and Camper Exclusion	Your previous Policy outlined what loss, damage or liability was excluded in relation to caravan and like trailers.	This Policy excludes the same circumstances but now also excludes Loss or Damage to Your mobile home, caravan, camper and like trailers or any liability arising as a result of fire originating from cooking apparatus either attached to or contained within the mobile home, caravan, camper and like trailer.
Conditions that apply to all Sections of Policy Product 1			
Improvement	Excess payment – Timing	Your previous Policy required You to pay any Excess(es) at the time a claim is lodged or accepted.	This policy no longer contains that condition.
Improvement	Not at fault Excess	Your previous Policy provided an option to waive the Excess depending on the circumstances, one of which required Us to deem the claim recoverable, that the third party driver be insured and their insurer agreeing to pay Your claim.	The Excess waiver conditions are the same but we have removed the requirements that We must deem the claim recoverable, that the third party driver be insured and their insurer agreeing to pay Your claim.
POLICY PRODUCT 2 - LIABILITY <i>The following changes apply to the Liability policy, if You have Policy Product 2 noted on Your Policy Schedule.</i>			
Definitions specific to Policy Product 2			
Clarity	Mobile Plant and Motor Vehicle	Your previous Policy defined Mobile Plant and Motor Vehicle, which were listed on Your Policy Schedule.	This Policy has the same definition but has deleted any reference to Mobile Plant or Motor Vehicles, which are listed on Your Policy Schedule.
Conditions that Apply to all Sections of Policy Product 2			
Clarity	Contribution to Costs	Your previous Policy outlined how much We will pay contribute to costs in the event the claims exceeds the Limit of Indemnity.	This Policy provides the same cover but has been clarified; If an amount exceeding Our Limit of Indemnity under this Policy is required to dispose of a claim, Our liability to pay costs and expenses is limited to the proportion that Our Limit of Indemnity bears to the amount paid or payable.
Exclusions that Apply to all Sections of Policy Product 2			
Improvement	Pollution Exclusion	Your previous Policy only Covered pollution liability when it was unexpected, unintended, a consequence of a sudden and instantaneous cause and NOT consequent of prolonged wear and tear or failure to maintain plant & equipment.	This Policy exclusion is unchanged but has deleted any reference to excluding pollution liability which is the consequence of prolonged wear and tear or failure to maintain plant and equipment.
Clarity/Restriction	Aviation Activity – Liability Exclusion	Your previous Policy excluded claims caused directly or indirectly by Aviation activities.	This Policy excludes the same activities but has been clarified such that the reference to aircraft parking stations has been deleted and replaced with the following: aircraft mooring, apron or hangar.

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Restriction/Clarity	Communicable, Infectious or Listed Human Disease	Your previous Policy excluded a series of infectious diseases not limited to Avian flu, RNA viruses and any loss caused by quarantainable disease listed in the Australian Quarantine 1908 act or similar.	This Policy has a similar exclusion with Australian Quarantine Act replaced by the Biosecurity Act 2015(Cth). The updated exclusions that We will not pay for Loss, damage, liability or expense arising directly or indirectly or caused by or arising from: (a) the infection of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof whether accidentally, knowingly, wilfully, maliciously or otherwise; (b) a human disease listed pursuant to the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions); (c) an order or regulation made by a federal, state or territory government or authority preventing or restricting access to Your Business as a consequence of a determination that a disease is a listed human disease pursuant to the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions); (d) any disease in any way related to any form of Coronavirus, SARS, Avian Flu, Swine Flu or similar disease; or (e) any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae.

POLICY PRODUCT 3 - BUSINESS INTERRUPTION

The following changes apply, if You have Policy Product 3 noted on Your Policy Schedule.

Improvement	Additional Benefit – Repair rework	Your previous Policy paid the Weekly Benefit remaining under the original claim, in the event of repair rework we authorised.	This Policy will pay Your Weekly Benefit while the Vehicle is having rework completed, up to the Maximum Benefit.
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EXCLUSIONS AND CONDITIONS TO ALL POLICY PRODUCTS

Improvement	Cancellation fee – 10%	Your previous Policy may have charged a 10% cancellation fee, should You cancel the Policy during the Period of Insurance.	This Policy does not charge this fee.
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