



NOTICE OF CHANGE

Liability

There have been changes to Your expiring Policy which are listed below. The table 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
DEFINITIONS			
Improvement	Advertising Liability	Your previous Policy did not define Advertising Liability.	This Policy defines Advertising Liability: a. defamation; b. infringement of copyright or of title or slogan; c. piracy or unfair competition or idea misappropriation under an implied contract; d. invasion of privacy, committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast, telecast, social media or online platform and arising out of the Your advertising activities or any advertising activities conducted on Your behalf, in the course of advertising Your Products, goods or services.
Improvement	Interested Party	Your previous Policy did not define Interested Party.	This Policy defines Interested Party as any person, company or legal entity shown on Your Policy Schedule as the interested party.
Improvement	Occurrence	Your previous Policy defined Occurrence.	This Policy has the same definition but it has been extended to include Advertising Liability.
Improvement	Principal	Your previous Policy did not define Principal.	This Policy defines Principal as any person, company or legal entity shown as a party who You have entered into a written contract with in connection with Your Business where You agree to perform work, provide Your services or supply Products to the party and the contract requires You to obtain insurance for legal liabilities incurred by that party which arise from Your performance of the contract.
Restriction	Use as a Tool of Trade	Your previous Policy defined Use as a Tool of Trade.	This Policy defines it in the same way but has clarified that it does not include transit on a designated road to, from, or between a work site;
THE COVER			
Improvement	Advertising Liability	Your previous Policy did not Cover Advertising Liability.	This Policy's Cover is extended to include Your legal liability to pay as compensation for Advertising Liability as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and in connection with the Business or caused by Your Products less the Excess amount specified in Your Policy Schedule. Exclusions apply.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
ADDITIONAL BENEFITS			
Clarity	Care, Custody & Control, Vibration, Movement of other Machines, Cross Liability and Wrongful Delivery of Concrete.	Your previous Policy provided some limited Cover for Care, Custody & Control, Vibration, Movement of other Machines, Cross Liability and Wrongful Delivery of Concrete.	These Covers are unchanged but have been moved to the Additional Benefits area of the Policy.
Improvement	Principals Liability & Interested Parties	Your previous Policy provided some Cover for Principal's Liability but was not specific on Interested Parties.	<p>This Policy clarifies We will extend Cover provided that:</p> <ul style="list-style-type: none"> i. any legal liability for Personal Injury or Property Damage incurred by Your Principal arises directly from Your negligence in the performance of the contract between You and Your Principal; ii. Cover under this Additional Benefit is required by the contract between You and Your Principal; iii. any claim You make in relation to an Occurrence which gives rise to the Principal's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and iv. the Principal will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Principal were You; <p>Unlike the Interested Party, the Principal does not need to be noted on Your Policy Schedule for this Additional Benefit to apply.</p> <p>This Additional Benefit will not extend to any legal liability incurred by a Principal which arises:</p> <ul style="list-style-type: none"> i. out of or in connection with the Principal's own negligence, acts, errors or omissions; ii. independently of Your performance of the contract between You and the Principal; or iii. from an Occurrence in respect of which You or the Principal is entitled to be indemnified pursuant to an insurance Policy which provides workers' compensation insurance or any other insurance Policy or scheme which provides Cover against liability for injuries to workers or Employees.
EXCLUSIONS			
Restriction	Types of Works	Your previous Policy did not exclude the operation of cellular networks.	This Policy now excludes Your legal liabilities related to the operation of cellular networks.
Restriction	Types of Products	Your previous Policy did not exclude Your legal liabilities related to Your Products that are: animal feed, tobacco, pharmaceuticals, chemicals, telephones, blood products.	This Policy now excludes Your legal liabilities related to Your Products that are: animal feed, tobacco, pharmaceuticals, chemicals, telephones, blood products.
Restriction	Sporting Participation	Your previous Policy did not exclude Your legal liabilities related to sporting participation.	This Policy now excludes Your legal liabilities related to any game, match, race, practice, trial, or other sporting or physical activity (including but not limited to swimming, gymnastics, health and fitness activities).
Restriction	Amusements	Your previous Policy did not exclude Your legal liabilities related to amusements.	This Policy now excludes Your legal liabilities related to animal rides, amusement rides or amusement devices of any description (including but not limited to inflatable equipment).

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Restriction	Glyphosate / per and polyfluoroalkyl substances (PFAS)	Your previous Policy did not exclude Your legal liabilities related to glyphosate and PFAS	This Policy now excludes Your legal liabilities related to glyphosate and per and polyfluoroalkyl substances (PFAS), or any materials containing them in whatever form or quantity.
Restriction	Trains, locomotives, rolling stock.	Your previous Policy did not exclude Your legal liabilities related to Your operation of trains, locomotives and/or rolling stock	This Policy now excludes Your legal liabilities related to Your operation of trains, locomotives and/or rolling stock.
Restriction/ Clarity	Advertising	Your previous Policy excluded certain types of Advertising Liabilities.	<p>This Policy has a similar exclusion, but is has been clarified to exclude liability for advertising arising out of:</p> <ul style="list-style-type: none"> a. breach of contract, other than misappropriation of advertising ideas under an implied contract; b. the incorrect description of the price of Your Product, goods or services; c. the failure of Your Products, goods or services to conform with advertised performance, quality, fitness or durability; or d. statements made by You, or at Your direction, that You know are illegal or false; <p>Further, there is no Cover for any Advertising Liability where Your business activity is publishing, advertising, broadcasting or telecasting.</p>
Restriction	Molestation or Sexual Assault	Your previous Policy did not exclude Your legal liabilities related to molestation, sexual assault or sexual harassment.	This Policy now excludes Your legal liabilities related to actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation.
Restriction	Electromagnetic fields	Your previous Policy did not exclude Your legal liabilities related to electromagnetic fields	This Policy now excludes Your legal liabilities related to electromagnetic fields.
GENERAL CLAIMS RESPONSIBILITIES			
Improvement	Excess	Your previous Policy did not apply a time frame of when the Excess must be paid to Us.	This Policy now requires the Excess to be paid to Us within 30 days of Our request.
Improvement	Notifying the police	In the event of burglary, theft and/or malicious damage, Your previous policy required police to be notified immediately.	This Policy now only requires police to be notified of burglary, theft and/or malicious damage as soon as possible.