



NOTICE OF CHANGE

Yellow Cover Mobile Plant & Equipment Insurance

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
POLICY PRODUCT 1 – MOBILE PLANT AND MOTOR VEHICLES			
INTRODUCTION & DEFINITIONS			
Clarity	Working Accessories	Your previous Policy defined Working Accessories.	This Policy has the same definition but We have clarified it means the accessories that You own or lease that are not specifically noted on Your Policy Schedule, but would normally be attached to, or in, or on, Your Insured Property.
Improvement	Conduct of others	Your previous Policy did not contain this clause.	When We consider a claim under this Policy Product 1, We will have regard to any prejudice suffered by You or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this Policy. In doing this, We may meet the claim when We are not legally required to do so. If We do, We will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.
SECTION 1 – MATERIAL DAMAGE			
Clarity	What You are Insured for in Section 1	Your previous Policy covered Your Insured Property, Extras contained in/ on or attached to Your Mobile Plant and Working Accessories whether or not they are attached to Your Mobile Plant.	This Policy's Cover is the same but clarifies We cover Your Insured Property's Extras and Working Accessories, whether it is Mobile Plant or a Motor Vehicle.
Improvement	New Insured Property replacement – Mobile Plant < 3 years old	Your previous Policy provided Cover to replace Your Mobile Plant if it became a Total Loss within two years of its first purchase after manufacture, subjects to certain conditions.	This Policy has the same conditions but has increased the cover to respond within 3 years of its first purchase after new manufacture.
AUTOMATIC ADDITIONAL BENEFITS TO SECTION 1			
Clarity	Benefits included within or additional to, Sum Insured	Your previous Policy was not always clear when some Additional Benefits were included within or additional to the Sum Insured noted in Your Policy Schedule.	This Policy now clarifies within each benefit, if they are additional to, or within, the Sum Insured noted in Your Policy Schedule.
Improvement	Hire Motor Vehicle After Theft	Your previous Policy provided up to 30 days/\$10,000 to hire a similar Motor Vehicle after Theft.	This Policy covers up to 30 days/\$12,500. However, should Policy Product 3 Business Interruption apply to Your Motor Vehicle item, this additional benefit is deleted.
Improvement	Emergency Repairs	Your previous Policy provided \$5,000 for Emergency Repairs.	This Policy provides \$7,500.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
Improvement	Family Expenses when operator/driver hospitalised	Your previous Policy provided \$3,500 for family member travel and accommodation expenses.	This Policy provides up to \$5,000 for such reasonable expenses.
Improvement	Funeral Expenses	Your previous Policy provided \$10,000 for Funeral Expenses subject to certain conditions.	This Policy provides up to \$15,000.
Improvement	Modification for Disablement	Your previous Policy provided up to \$10,000 for modifications to Your Insured Property due to disablement, subject to certain conditions.	This Policy provides up to \$15,000 for such reasonable expenses.
Improvement	Personal Effects (Operator/Driver)	Your previous Policy provided \$3,000 for personal effects, subject to certain conditions.	This Policy will reimburse the replacement cost of these personal effects, up to a maximum of \$5,000 for any one employee.
Improvement	Psychological & Trauma Counselling	Your previous Policy provided \$5,000 for reasonable professional counselling for trauma arising from an Accident, subject to certain conditions.	This Policy provides up to \$20,000.
Improvement	Return of Insured Property	Your previous Policy provided up to \$5,000 or \$25,000 following repair or Theft, to return Your Insured Property, subject to certain conditions.	This Policy provides up to \$25,000 for such reasonable expenses.
Improvement	Reward costs	Your previous Policy provided up to \$5,000 for all reward offers following theft, subject to certain conditions.	This Policy provides up to \$10,000.
Improvement	First Aid Kit Expenses	Your previous Policy did not have this Cover.	This Policy will cover You for the cost of replacing or re-stocking Your first aid kit which has been used, or damaged as a result of an Accident in which Your Motor Vehicle was involved. The most we will pay for this benefit is \$5,000 per Loss. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.
OPTIONAL EXTENSIONS SECTION 1 (if noted on Your Policy Schedule)			
Improvement	Substitute Hire Costs - Mobile Plant	Your previous Policy provided an Optional Extension for Substitute Hire Costs - Mobile Plant for up to 3 months but for no more than \$100,000 (unless another amount is noted on Your Policy Schedule) in any Period of Insurance. Conditions apply.	This Policy provides the same cover but extends the Cover, if all reasonable attempts to hire in a substitute Mobile Plant are unsuccessful due to the availability of items for hire in the current market. Then We will pay You a weekly benefit of \$1250 per week, for each completed Week up to a maximum of \$15,000 per event. Clause a. b. and c. must still apply. If this weekly cash benefit applies, the benefit will not commence until 7 days after the loss or damage occurred and no payment will be made for those first 7 days.
EXCLUSIONS TO SECTION 1			
Clarity/Restriction	Fuel Additive/ Inadequate lubricant	Your previous Policy excluded loss or damage caused by the use or misuse of an incorrect fuel type or additive, for Insured Property that is not a car, 4WD, utility or van < 4.5t GVM. It also excluded damage caused to Mobile Plant by a failure to maintain adequate oil, coolant or lubricant.	This Policy has been clarified to exclude such loss caused by misfuelling, or the use (or misuse) of an incorrect fuel, hydraulic fluid, lubricant or additive. It also clarifies that it excludes damage to Mobile Plant caused by use, misuse or failure to maintain adequate oil, coolant or lubricant, but provides cover if an Accident or fire is caused by such a failure.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
SECTION 2 - ROAD RISK LIABILITY			
Improvement	Dangerous Goods (Carrying Liability)	Your previous Policy provided Cover for Dangerous Goods Carrying liability, subject to limits, conditions and exclusions. That Cover only responded to Dangerous Goods of a quantity that requires the load to be placarded.	This Policy provides the same Cover and conditions, but has removed the requirement that the Dangerous Goods must be of a quantity that requires the load to be placarded.
Improvement	Fire, Police & Emergency Services	Your previous Policy provided Cover up to \$25,000 per Accident for fire, police and emergency services costs subject to certain conditions. Separate Cover was also provided under Dangerous Goods clean up in Section 2(clause 4b)	This Policy provides the same cover but has extended it up to \$100,000 per Accident, for such reasonable costs.
Improvement	Non-Owned Motor Vehicles	Your previous Policy did not provide this extension to Section 2 cover.	We agree to indemnify You against liability as described in Sections 2 of this Policy in respect of a motor vehicle not owned or supplied by You whilst such motor vehicle is in the charge of Your employee driver whilst on Your business.
Restriction / Clarity	Employer Liability Exclusion - Injury to relative/ cohabitant of Injured Employee	Your previous Policy excluded injury to employees, deemed employees and that required to be covered under workers' compensation and similar laws.	This Policy has the same exclusion but clarifies we do not pay for any liability for injury sustained by anyone related to, or living with, Your employee (or a person deemed to be Your employee) as a result of Your employee's Personal Injury.
EXTENSIONS TO SECTION 1 AND 2			
Improvement	Acquired Companies - Notification to Us	Your previous Policy provided some extensions for acquired companies, subject to certain conditions and provided You advised us within 45 days	This Policy has the same cover but You must now advise as soon as possible during the Period of Insurance of Your interest in such acquired companies.
Restriction	Trailer in Control (Non-owned trailer)	Your previous Policy provided some Cover for non-owned trailers.	This Policy has the same cover but has clarified that in no circumstances will this benefit Cover caravans.
Improvement	Substitute vehicle	Section 1 of Your previous Policy did not have this Cover.	a. Section 1 is extended to Cover loss or damage to similar Insured Property; and b. Section 2 Cover is extended to Cover Your liability arising from the use of similar registered Insured Property, that You do not own but have in Your possession as a substitute for Your Insured Property whilst undergoing repair or service, where You are liable to insure the substitute vehicle.
Improvement	Goods on Hook	Your previous Policy automatically provided \$100,000 for Goods on Hook cover for all claims during the Period of Insurance,	This Policy increases that cover to \$250,000
Improvement	Errors and Omissions	Your previous Policy did not have this benefit.	Subject to the conditions stipulated under Extensions to Section 1 and 2, Automatic Benefits, 1 Automatic Inclusion of Additional Insured Property, Your Policy shall not be prejudiced in the event of an unintentional or inadvertent error, omission, or incorrect description of any motor vehicle or mobile plant by You during the current Period of Insurance. Such interest shall be automatically covered by this Policy provided such error or omission shall be advised to Us as soon as practicable upon same coming to Your knowledge and is subject to payment of an additional premium by You, as calculated by Us.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
EXCLUSIONS TO THIS POLICY PRODUCT 1			
Improvement	Hire, Lease, Loan to a Third Party - Trailers loaned out by You	Your previous Policy excluded loss or damage to Your Insured Property or any liability incurred whilst it is subject to any agreement for hire, or loan or is leased or let by You to any other party.	This Policy has the same exclusion but clarifies this exclusion will not apply to trailers that are loaned by You to any other party for a period no more 12 months (unless otherwise agreed in writing).
Restriction	Mobile Home, Caravan and Camper exclusion	Your previous Policy excludes some types of loss, damage or liability from Your mobile home, caravan and campers.	This Policy has extended the same exclusion to include Motor Vehicles with living quarters or cooking apparatus.
Clarity/Restriction	Locomotives/Rolling Stock	Your previous Policy excluded any type of locomotive or rolling stock under the Motor Vehicle definition.	This Policy has the same exclusions but has been clarified to specifically exclude any loss, damage or liability arising directly or indirectly from Your use, ownership or operation of locomotives and rolling stock.
CONDITIONS TO THIS POLICY PRODUCT 1			
Improvement	Age/ inexperience excess for cars/4WD/van/ coupe with a value above \$150,000 and driver under 21 years	Your previous Policy applied an additional Excess for age and inexperience. For the noted light vehicles operated by someone under 21 years old and valued more than \$100,000 the additional Excess was \$10,000.	This Policy applies the similar conditions for those lighter vehicles operated by someone under 21 years old and valued over \$150,000, but the additional excess is now lower, being \$5,000.
Improvement	Age/ inexperience excess for Mobile Plant lowered	Your previous Policy applied an additional Excess for age and inexperience. For Mobile Plant operated by someone under 23 years old or with less than 2 years' experience in that license class, the additional Excess was 100% of Your standard Excess.	This Policy applies the same conditions and excess for Mobile Plant operated by someone under 21 years of age or with less than 2 year experience.

POLICY PRODUCT 2 - PUBLIC AND PRODUCTS LIABILITY (if noted on Your Policy Schedule)

DEFINITIONS

Improvement	Advertising Liability	Your previous Policy did not define Advertising Liability.	This Policy defines Advertising Liability: <ul style="list-style-type: none"> 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.
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.
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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).
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.	This Policy has a similar exclusion, but is has been clarified to exclude liability for advertising arising out of: <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; or Further, there is no Cover for any Advertising Liability where Your business activity is publishing, advertising, broadcasting or telecasting.
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.

POLICY PRODUCT 3 - BUSINESS INTERRUPTION (if noted on Your Policy Schedule)

Improvement	Cover for stolen but recovered and damage Vehicles	Your previous Policy excluded Cover for stolen Vehicles.	This Policy has the same exclusion but provides cover for stolen Vehicles that were subsequently recovered in a damaged state.
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GENERAL CONDITIONS AND CLAIMS RESPONSIBILITIES APPLICABLE TO ALL PRODUCTS

Clarity	Fraudulent disclosure or misrepresentation	Your previous Policy required You to not make any fraudulent disclosures or misrepresentations when proposing Your insurance to Us and outlined the consequences.	This Policy has clarified those consequences: <ul style="list-style-type: none"> i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non- disclosure; or ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.
Improvement	Notify us as soon as possible	Your previous Policy required You to notify Us of a loss immediately	This Policy requires You to notify Us as soon as possible.