



NOTICE OF CHANGE

Liability Policy

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
DEFINITIONS			
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			
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.
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.
Exclusions			
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	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.
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.	<p>This Policy has a similar exclusion with Australian Quarantine Act replaced by the Biosecurity Act 2015(Cth). The updated exclusion states that We will not pay for Loss, damage, liability or expense arising directly or indirectly or caused by or arising from:</p> <ul style="list-style-type: none"> (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.