

Notice of Change – Policy Wording

There have been changes to Your expiring Policy which are listed below. The table below lists certain variations to Your Policy Wording. You should understand these changes before You renew Your Policy.

EFFECT	FEATURE	PREVIOUS	CHANGE
PART A - PRODUCT DISCLOSURE STATEMENT			

Confirmation of Transactions

Enhancement		In Your previous Policy, We did not refer to Our Confirmation of Transactions process as We have provided You with a confirmation of transactions required under the law by providing You with documents such as Schedules whenever there was a transaction that needed to be confirmed under the law.	In Your new Policy, We have detailed that from 1 January 2022, claims acceptance and settlement transaction confirmations can be confirmed through a self-service standing facility available at www.hmia.com.au to meet Our requirements under the law.
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SIGNIFICANT FEATURES OF THIS INSURANCE

Section 1 – Loss or Damage to Your Vehicle

Clarification	What We will pay for	In Your previous Policy, We detailed that if Your Vehicle is deemed a Total Loss, We will replace Your Vehicle if it is damaged or lost within the first two years of its original registration.	In Your new Policy, We have clarified this by changing the paragraph to: 'if Your Vehicle is deemed a Total Loss, We will replace Your Vehicle if it is damaged or lost within the first two years of Your Vehicle first being registered after manufacture'.
Clarification	What We will pay for	In Your previous Policy, We detailed that if Your Vehicle is deemed a Total Loss and is damaged or lost more than two years after its original registration, We will pay the Sum Insured noted on the Schedule, or the Market Value, whichever is the lesser.	In Your new Policy, We have clarified this paragraph by changing it to: 'If Your Vehicle is deemed a Total Loss and is damaged or lost more than two years from Your Vehicle first being registered after manufacture, We will pay the Sum Insured noted on the Schedule, or the Market Value, whichever is the lesser'.

EFFECT	FEATURE	PREVIOUS	CHANGE
Section 2 – Third Party Liability			
Clarification	What We will pay for	In Your previous Policy, We detailed that We will cover You for Your legal liability arising from the use of Your Vehicle for damage caused to the property of another person or Personal Injury.	In Your new Policy, We have clarified this by adding that We will pay for this: 'subject to the terms, conditions, limits and exclusions of the Policy'.
Significant Risks of this Insurance – Exclusions			
Clarification	Some events You are not covered for	In Your previous Policy, We detailed that, We will not pay for any liability caused by, or arising from the use of Your Vehicle if it is unregistered at the time of an Accident giving rise to a claim.	In Your new Policy, We have clarified this by stating that We will not pay for any liability caused by, arising from or in any way connected with the use of Your Vehicle if it is unregistered at the time of an Accident giving rise to a claim.
Restriction	Some events You are not covered for	In Your previous Policy, We did not include this exclusion.	In Your new Policy, We state: Additional exclusions may be provided in Your Schedule.
Cost of Insurance			
Clarification	Policy Excess	In Your previous Policy, We detailed that in order for an Excess waiver to apply: <ul style="list-style-type: none"> • there must be sufficient proof a third party driver was fault; • You must supply that driver's name, address and other contact details, their vehicle details and the name of their insurer and that insurer must agree to pay Your claim; • We deem the other driver was at fault and the claim is recoverable; and • Your claim must be greater than the applicable Excess(es). 	In Your new Policy, We have clarified that in order for the Excess waiver to apply: <ul style="list-style-type: none"> • there must be sufficient proof that <i>another party was completely at fault</i>; • You must supply that driver's name, address and other contact details, their vehicle details and the name of their insurer and that insurer must agree to pay Your claim; • We deem the other driver was at fault; and • Your claim must be greater than the applicable Excess(es).
Enhancement	Other costs, fees and charges	In Your previous Policy, We charged a 10% of pro rata premium as a cancellation fee.	In Your new Policy, We have removed this fee.
Restriction	Other costs, fees and charges	In Your previous Policy, the maximum Administration Fee we could charge per Policy was \$2,500.	In Your new Policy, the maximum Administration Fee has increased to \$7,500.

EFFECT	FEATURE	PREVIOUS	CHANGE
Restriction	Other costs, fees and charges	In Your previous Policy, the maximum Endorsement Fee We could charge per transaction was \$60.	In Your new Policy, the maximum Endorsement Fee has increased to \$100 per transaction.
Duty to Take Care not to make a Misrepresentation			
Clarification	Your Duty to Take Reasonable Care not to make a Misrepresentation	In Your previous Policy, We detailed the duty of disclosure as well as the duty to take reasonable care not to make a misrepresentation.	In Your new Policy, We have detailed the duty to take reasonable care not to make a misrepresentation only, as this duty is the relevant duty that You must meet.
Cancellation			
Enhancement		In Your previous Policy, We detailed that We charge 10% of pro rata premium as a cancellation fee.	In Your new Policy, this fee has been removed.
Privacy Statement			
Clarification		In Your previous Policy, We detailed that We will only collect personal information from You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You.	In Your new Policy, We have clarified this by stating that We will only <i>collect, hold, use or store</i> personal information from You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You. This is a clarification only as both HMIA and the Insurer's Privacy Policy have already stated as such.
Clarification		In Your previous Policy, We detailed that if We disclose information overseas including the United Kingdom and the European Union, We will ensure that they are subject to laws with equivalent protection as the <i>Privacy Act 1988</i> (Cth).	In Your new Policy, We have updated this to include reference to the United Kingdom, European Union, Philippines, Vietnam, Malaysia and New Zealand.
Receiving Your Policy Documents			
Clarification		In Your previous Policy, We detailed that if You did not tell HMIA to send the Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.	In Your new Policy, We have clarified this by detailing that if You do not tell HMIA otherwise, We will send Your Policy documents electronically.

EFFECT	FEATURE	PREVIOUS	CHANGE
PART B – POLICY WORDING			
General Definitions			
Enhancement	Bulk Dangerous Goods	In Your previous Policy, We defined Bulk Dangerous Goods.	In Your new Policy, We have removed this definition.
Clarification	Consequential Loss	In Your previous Policy, We defined Consequential Loss as any other business or personal loss incurred by You as a result of a covered Section 1 claim as agreed by Us other than physical damage to Your Vehicle as listed on Your Schedule.	In Your new Policy, We have modified the definition of Consequential Loss to mean: <i>any other loss</i> insured by You as a result of a Section 1 claim covered by Us, other than physical damage to Your Vehicle as listed on Your Schedule.
Clarification	Dangerous Goods	In Your previous Policy, We referred to the "Australian Dangerous Goods Code".	In Your new Policy, We have clarified this to mean the <i>Australian Code for the Transport of Dangerous Goods by Road & Rail 2020</i> (or any subsequent amendments or replacement code, regulation or legislative instrument).
Clarification	Excluded Goods	In Your previous Policy, We referred to the Australian Dangerous Goods Code.	In Your new Policy, We have clarified this to mean the <i>Australian Code for the Transport of Dangerous Goods by Road & Rail 2020</i> (or any subsequent amendments or replacement code, regulation or legislative instrument).
Clarification	Market Value	In Your previous Policy, We referred to GST.	In Your new Policy, GST has been replaced to reference input tax credit.
Enhancement	Packaged Dangerous Goods	In Your previous Policy, We referred to Packaged Dangerous Goods.	In Your new Policy, this definition has been removed.
Enhancement	Principal	In Your previous Policy, We did not contain a definition of Principal.	In Your new Policy, the definition of Principal has been inserted. Under this Policy, Principal means: a person, organisation, entity or company who has given you authority to act on their behalf.
Clarification	Sum Insured	In Your previous Policy, We referred to GST.	In Your new Policy, this has been replaced to reference input tax credit.

EFFECT	FEATURE	PREVIOUS	CHANGE
Clarification	Tipping	In Your previous Policy, We did not define Tipping.	In Your new Policy, the definition of Tipping has been inserted. Under this Policy, Tipping means: whilst any hoist or other mechanical apparatus fitted to the vehicle or trailer is fully or partially extended or is in the process of retracting.
Restriction	Tools of Trade	In Your previous Policy, Tools of Trade was defined as: 'any plant or equipment permanently attached to Your Vehicle and used for: <ul style="list-style-type: none"> mechanical digging, cutting, finescraping, grading, slashing, mowing, drilling, pumping, lifting or levelling; or any self-propelled appliance, equipment, machinery or implement, including associated tools, components, fittings and accessories, whilst such equipment is being used for the purpose for which it was designed'.	In Your new Policy, the word 'mechanical' has been removed.
Restriction	Vehicle(s)	In Your previous Policy, the definition of Vehicle(s) included 'standard tools'.	In Your new Policy, We have replaced 'standard tools' with 'tools supplied at manufacture.'

SECTION 1 – LOSS OR DAMAGE TO YOUR VEHICLE

Clarification	New Vehicle Replacement	In Your previous Policy, We stated: If Your Vehicle became a Total Loss within two years of the <u>inception date of its original registration</u> , We agree to replace Your Vehicle with a new vehicle.	In Your new Policy, We state: If Your Vehicle becomes a Total Loss within the first two years of Your Vehicle <u>first being registered after manufacture</u> , We agree to replace Your Vehicle with a new vehicle.
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EFFECT	FEATURE	PREVIOUS	CHANGE
Additional Benefits – Section 1 – Loss or Damage			
Clarification	Return of Vehicle	<p>In Your previous Policy, We stated:</p> <p>if Your Vehicle had been stolen and recovered or damaged and repaired and is recoverable under Section 1 – Loss or Damage to Your Vehicle then We will also pay for the reasonable costs incurred by You in returning Your Vehicle to its normal place of garaging up to a maximum amount of \$5,000.</p>	<p>In Your new Policy, We state:</p> <p>If Your Vehicle has been stolen and recovered, or damaged and repaired, <u>and is subject to a valid claim</u>, under Section 1 – Loss or Damage to Your Vehicle then We will also pay for the reasonable costs incurred by You in returning Your Vehicle to its normal place of garaging up to a maximum amount of \$5,000.</p> <p>This is a clarification as We have treated any relevant claims this way under Your previous Policy.</p>
Exclusions – Section 1 – Loss or Damage			
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for:</p> <p>4. loss or damage resulting from or occasioned by an Insured named in the Schedule stealing, converting, absconding with or otherwise, misappropriating Your Vehicle.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for:</p> <p>4. loss or damage resulting from, or occasioned by, the stealing, conversion, abscondment or misappropriation of Your Vehicle by:</p> <ol style="list-style-type: none"> 1. the Insured; or 2. any party noted on the Policy as an interested party; or 3. an Employee, servant, agent or director of the Insured, where the stealing, conversion, abscondment or misappropriation is related to a claim that the Insured owes a sum of money to the Employee, servant, agent or director; or 4. any person to whom Your Vehicle has been loaned or hired.

EFFECT	FEATURE	PREVIOUS	CHANGE
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for:</p> <p>5. any loss or damage, or any resultant damage, caused by, arising from or relating to wear and tear, mechanical, structural, electronic, or electrical breakdown or failure, metal fatigue, rust or other forms of corrosion. We may however pay if You can prove that lack of maintenance of Your Vehicle did not contribute to the Accident.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for:</p> <p>5. any loss, damage, or resultant <u>mechanical</u> damage to Your Vehicle as the result of:</p> <p>a) <u>depreciation</u>, wear and tear, rust or other forms corrosion; or</p> <p>b) metal fatigue, mechanical events, structural; or</p> <p>c) electrical or electronic events; or</p> <p>d) <u>faulty design or workmanship</u>.</p> <p>However, other than resultant mechanical damage, We will cover loss or damage to Your Vehicle resulting directly from an Accident or fire caused by such failure as stated above.</p>
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for:</p> <p>7. loss or damage occasioned by lawful seizure or by any person lawfully repossessing or attempting to lawfully repossess Your Vehicle where Your Vehicle is used as security for a debt.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for:</p> <p>7. loss or damage occasioned by actual, or attempted, seizure or repossession of Your Vehicle where Your Vehicle is used as security or collateral for a debt.</p>
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for:</p> <p>10. loss or damage to Your Vehicle or any resultant mechanical damage caused by the loss of oil or coolant in Your Vehicle. However, this exclusion will not apply if Your Vehicle:</p> <p>a) suffers malicious damage; or</p> <p>b) is damaged by impact; or</p> <p>c) is damaged by an authorised person driving Your Vehicle.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for:</p> <p>10. loss or damage to Your Vehicle or any resultant damage caused by the loss of oil or coolant in Your Vehicle. However, this exclusion will not apply if Your Vehicle:</p> <p>a) suffers malicious damage; or</p> <p>b) is damaged by impact; or</p> <p>c) is damaged by a person driving Your Vehicle without Your permission.</p>

EFFECT	FEATURE	PREVIOUS	CHANGE
SECTION 2 – THIRD PARTY LIABILITY COVER FOR REGISTERED VEHICLE ONLY			

Limit of Liability – Section 2 – for Dangerous Goods

Clarification

In Your previous Policy, We stated:

The Limit of Liability coverage will only provide cover for any amount in excess of that which is insured under any Cargo Transit or Carriers Liability Insurance that may be in force at the time of the Accident.

In Your new Policy, We have:

- changed the title of this section to Additional Insurance – Section 2 – for Dangerous Goods.
- also stated that if Your Vehicle is being used for, or is attached to, or is towing a vehicle used for the transport of Dangerous Goods, unless otherwise shown in the Schedule, We will insure You for a further layer of liability, above and beyond any sum You are insured for under any marine, cargo, transit, carrier’s liability policy or other insurance policy of a similar nature covering Dangerous Goods and held by You at the time of the Accident, up to a total of \$1,000,000 for any one Accident. The \$1,000,000 total in this section is inclusive of all costs and expenses, including clean-up costs, for all claims arising from any one Accident.

This clause is an additional insurance benefit designed to supplement any marine, cargo, transit, carrier’s liability policy or other insurance policy of a similar nature covering Dangerous Goods and held by You at the time of the Accident.

EFFECT	FEATURE	PREVIOUS	CHANGE
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Additional Benefits - Section 2 – Third Party Liability			
Clarification	Removal of Debris – Load	In Your previous Policy, We stated: This Additional Benefit will only provide cover for any amount in excess of that which is insured under carriers load insurance that You may have in force.	In Your new Policy, We state: This Additional Benefit will only provide cover for any amount in excess of that which is insured under any marine, cargo, transit, carriers liability or other insurance of a similar nature that You may have in force.

EXCLUSIONS APPLICABLE – SECTION 2 – THIRD PARTY LIABILITY			
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Clarification		In Your previous Policy, We stated: We will not pay for claims caused by, arising from, or in any way connected with: 8. pollution resulting from the discharge, dispersal, release, seepage or escape of pollutants or other contaminants into or upon buildings or other structures or water or land or the atmosphere. However, We will indemnify You where Your liability for pollution arising from a <u>sudden identifiable</u> Accident and which takes place in its entirety at a specific time and place during the Period of Insurance and as otherwise provided for in Limit of Liability Section 2 –Dangerous Goods.	In Your new Policy, We have removed the words ‘sudden identifiable’ because it is included in the definition of “Accident”.
Enhancement		In Your previous Policy, We stated: We will not pay for claims caused by, arising from, or in any way connected with: 13. any liability in respect to an Accident involving Bulk Dangerous Goods.	Your new Policy, does not include this exclusion.

EFFECT	FEATURE	PREVIOUS	CHANGE
Restriction		In Your previous Policy, We did not include this exclusion.	In Your new Policy, We state: We will not pay for claims caused by, arising from, or in any way connected with: 13. any liability in respect to an Accident involving Dangerous Goods whereby You or Your Driver have not complied with the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail 2020</i> (or subsequent amendments or replacement code, regulation or legislative instrument).

SECTION 3 - ADDITIONAL BENEFITS

Clarification	Acquired Companies	In Your previous Policy, We stated that "it is a condition that this Additional Benefit shall only operate to the extent that such vehicles are not otherwise insured."	In Your new Policy, We have clarified this by detailing that this Additional Benefit shall only operate to the extent that such vehicles are not otherwise insured <u>by another property damage policy.</u>
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SECTION 4 - OPTIONAL ENDORSEMENTS

Enhancement /Restriction	Trailer in Your Control	In Your previous Policy, We stated: Where it is noted in the Schedule that You have a Trailer of another Person, entity or business or corporation in Your physical or legal control, We will pay the amount for which You may be held legally liable to pay as compensation for loss or damage caused to the Trailer – provided the Trailer is not leased, hired or rented by You. The maximum We will pay in respect of loss of or damage to such Trailer is limited to the Market Value or the Trailer in Your Control Sum Insured shown in the Schedule whichever is the lesser.	In Your new Policy, We have improved this Optional Endorsement by adding: For the purposes of this endorsement, the word Trailer refers to any conjoined Trailer combination, which is designed to be attached to a prime mover or a rigid vehicle greater than 2.5 tonnes. Your previous Policy only referred to a single trailer. We have also added that the word 'Trailer' refers to any conjoined 'Trailer' combination, which is designed to be attached to a prime mover or a rigid vehicle greater than 2.5 tonnes.
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EFFECT	FEATURE	PREVIOUS	CHANGE
SECTION 5 - GENERAL EXCLUSIONS			
Enhancement		<p>In Your previous Policy, We stated:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <ol style="list-style-type: none"> Your Vehicle being driven by You or any other person who is not licensed to drive such a Vehicle under all relevant laws, by-laws and regulations and whom You knew, or ought reasonably to have known, was not so licensed to do so by law. 	<p>In Your new Policy, We state:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <ol style="list-style-type: none"> Your Vehicle being driven by You or any other person who is not licensed to drive such a Vehicle under all relevant laws, by-laws and regulations and whom You knew, or ought reasonably to have known, was not so licensed to do so by law, unless the Vehicle was being driven without Your permission or authority.
Enhancement		<p>In Your previous Policy, We stated:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <ol style="list-style-type: none"> Your Vehicle being driven by, or in the charge of, any person: <ol style="list-style-type: none"> under the influence of alcohol, or drugs; or who drove while the percentage of alcohol in the blood is at a level prohibited by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle; or who refused to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle. <p>However, We will pay if You prove that You did not know, and could not reasonably have known, that the person driving or in charge of Your Vehicle, was so affected.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <ol style="list-style-type: none"> Your Vehicle being driven by, or in the charge of, any person: <ol style="list-style-type: none"> under the influence of alcohol, or drugs; or who drove while the percentage of alcohol in the blood is at a level prohibited by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle; or who refused to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle. <p>However, We will pay if You prove that You did not know, that the person driving or in charge of Your Vehicle, was so affected <u>unless the Vehicle was being driven without Your permission or authority.</u></p>

EFFECT	FEATURE	PREVIOUS	CHANGE
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>4. Your Vehicle being used in an unsafe or unroadworthy condition, unless such conditions could not <u>reasonably</u> be detected by You.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>4. Your Vehicle being used in an unsafe or unroadworthy condition, unless such condition was not detected by You, <u>or could not be detected by routine external physical observation.</u></p>
Clarification		<p>In Your previous Policy, We stated:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>5. any loss, damage or liability caused by, arising out of, or connected with any fraudulent or illegal act, or wilful or malicious act, or misconduct committed by You or by anyone acting on Your behalf with Your consent.</p>	<p>In Your new Policy, We state:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>5. any loss, damage or liability caused by, arising out of, or connected with any fraudulent or <u>criminal</u> act, or wilful, <u>or intentional</u> or malicious act, or misconduct committed by You or by anyone acting on Your behalf with Your consent.</p>
Restriction		<p>In Your previous Policy, We stated:</p> <p>We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>19. any loss, damage or liability caused from the use of a fuel system in Your Vehicle which does not comply with the relevant Australian standard or loss, damage or liability caused by the use of incorrect fuel.</p>	<p>In Your new Policy, We have excluded loss, damage or liability caused by the use of incorrect fuel or <i>fuel additive</i>.</p>
Restriction		<p>In Your previous Policy, We did not include this exclusion.</p>	<p>In Your new Policy, We inserted the below exclusion:</p> <p>24. any loss, damage, liability or cost suffered after You have entered into liquidation,</p>

EFFECT	FEATURE	PREVIOUS	CHANGE
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SECTION 6 – GENERAL CONDITIONS

Other Insurance

Clarification	Standard Excess	In Your previous Policy, We did not include a Standard Excess for Mobile, Plant, Earthmovers & Tractors.	In Your new Policy, We have included a Standard Excess for Mobile, Plant, Earthmovers & Tractors.
Clarification	Additional Excess	In Your previous Policy, We did not include an Additional Excess for Mobile, Plant, Earthmovers & Tractors.	In Your new Policy, the Additional Excess for Mobile Plant, Earthmovers & Tractors which are over 2.5 tonnes is the same as any articulated Vehicle over 2.5 tonne.

Reasonable Care

Clarification		In Your previous Policy, We stated: You must take all reasonable care: a. to prevent loss, damage or liability; and b. to maintain Your Vehicle(s) in sound condition and to minimise the risk of or avoid theft by maintaining security devices; and c. to comply with all statutory obligations, by-laws, regulations and Public Authority requirements; and d. safety requirements, including those relating to fire appliances, and to thereby minimise any loss, damage or liability; and e. to only employ qualified Drivers, agents and contractors and ensure they meet the requirements specified in clauses a. to d. above.	In Your new Policy, We state: You must exercise care: a. to prevent loss, damage or liability; and b. to maintain Your Vehicle(s) in sound condition and to minimise the risk of or avoid theft by maintaining security devices; and c. to comply with all statutory obligations, by-laws, regulations and Public Authority requirements; and d. safety requirements, including those relating to fire appliances, and to thereby minimise any loss, damage or liability; e. to only employ qualified Drivers, agents and contractors and ensure they meet the requirements specified in clauses a. to d. above; and f. to the standard that an ordinary person or company in Your circumstances would take in avoiding harm, injury or loss.
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EFFECT	FEATURE	PREVIOUS	CHANGE
SECTION 7 – GENERAL TERMS			

Law and Jurisdiction

Enhancement

In Your previous Policy, We detailed that this Policy is subject to New South Wales law and to the jurisdiction of the courts of New South Wales.

In Your new Policy, We have updated this to state that this Policy is subject to the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued, or the Federal Court of Australia.

Interpretation

Clarification

In Your previous Policy, We detailed that where any words or phrase is defined, its grammatical forms have a corresponding meaning. We also detailed that references to the masculine include the feminine, the singular also includes the plural and vice versa.

In Your new Policy, We have removed these three references.