

Notice of Change and Derogation Notice – Policy Wording

There have been changes to Your expiring Policy dated 1 November 2022 & Supplementary PDS ([for policies incepting or renewing from 1 June 2024](#)) which are listed below. Please note that this is a summary only and does not form part of Your Policy. Please read Your new Policy Wording dated 1 May 2025 thoroughly for full details of cover, conditions and exclusions, and to ensure that Your new Policy meets Your insurance requirements.

NO	EFFECT	FEATURE	PREVIOUS	CHANGE
PART A – PRODUCT DISCLOSURE STATEMENT				
1.	Enhancement	Confirmation of Transactions	In Your previous Policy, We had the following link: https://www.hmia.com.au	We have changed the link to go directly to the designated contact page: https://www.hmia.com.au/contact-hmia/
2.	Enhancement	The Insurer	In Your previous Policy, the insurer was listed as HDI Global Specialty SE – Australia. HDI Global SE's registered address was Podbielskistraße 396, 30659 Hannover, Germany	We have amended this to be “HDI Global Specialty SE acting through its Australian Branch, HDI Global Specialty SE – Australia”. HDI Global SE's registered address has been amended to HDI-Platz 1, 30659 Hannover, Germany
3.	Enhancement	The Insurer	In Your previous Policy, the Insurer's address was: Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000	We have amended the address to Level 19, 20 Martin Place, Sydney NSW 2000.
4.	Enhancement	About HMIA	In Your previous Policy, We did not include this provision.	We have added a section disclosing HMIA's association with Steadfast Group Ltd.
5.	Enhancement	Significant Features of this Insurance - What We will pay for	In Your previous Policy, if Your Vehicle was deemed a Total Loss, We replaced Your Vehicle if it was damaged or lost within two years of Your Vehicle first being registered after manufacture.	In Your new Policy, We have increased the time period from two years to three years.
6.	Enhancement	Significant Features of this Insurance - What We will pay for	In Your previous Policy, We did not specify this provision.	In Your new Policy, We specify that: If Your Mobile Plant is deemed a Total Loss, We will replace Your Mobile Plant if it is damaged or lost within three years of the date of purchase, provided it was purchased new and unused.
7.	Enhancement	Significant Features of this Insurance - What We will pay for	In Your previous Policy, We did not specify this provision.	In Your new Policy, We specify that: If Your Mobile Plant is deemed a Total Loss and is damaged or lost more than three years from Your Mobile Plant's date of purchase, We will pay the Sum

				Insured noted on the Schedule, or the Market Value, whichever is the lesser.
8.	Restriction	Cost of the Insurance - Policy Excess	In Your previous Policy, We did not specify that other Excess(es) may apply to Optional Endorsements or that the 'Excess Waiver' was only applicable to Vehicles.	<p>In Your new Policy, We have clarified that other Excess(es) may be payable for Optional Endorsements.</p> <p>We have also clarified that the 'Excess Waiver' is only applicable to Vehicles and not Mobile Plant and that We may refuse to pay Your claim to the extent We have been prejudiced, if You have not paid Your Excess(es)</p>
Other costs, fees and charges				
9.	Clarification	Policy Fee	In Your previous Policy, a policy fee was titled 'Administration Fee' and that the maximum We can charge per Policy is up to \$7,500.	In Your new Policy, We have changed the Administration Fee to 'Policy Fee' to match the language that is shown on Your Schedule and that the Policy Fee will be up to 5% of the base premium per contract of insurance.
10.	Enhancement	Claims Handling Fee	In Your previous Policy, We charged a Claims Handling Fee.	In Your new Policy, We have removed this fee as it is no longer being charged.
11.	Clarification	Endorsement Fee	In Your previous Policy, an Endorsement Fee of \$100 was stipulated.	In Your new Policy, the Endorsement Fee will be up to 5% of the base premium per contract of insurance.
12.	Clarification	Commission	In Your previous Policy, We did not disclose the commission amount paid to HMIA by the insurer.	In Your new Policy, We have disclosed the commission payment of 22.5% of the base premium which HMIA receives from the insurer.
Cancellation				
13.	Clarification		In Your previous Policy, We detailed HMIA's cancellation process within the Product Disclosure Statement and within Section 6 – General Conditions.	In Your new Policy, We only specify our cancellation process within Section 6 – General Conditions Applicable to All Sections.
Complaints and Dispute Resolution Process				
14.	Clarification		In Your previous Policy, We detailed HMIA's complaints handling approach.	In Your new Policy, We have amended Our complaints handling process to add timeframes for handling Your complaints.

PART B – POLICY WORDING

General Definitions

15.	Clarification	Aggregate Excess	In Your previous Policy, We did not define Aggregate Excess.	<p>In Your new Policy, We have inserted a definition of Aggregate Excess. Under this Policy, Aggregate Excess means:</p> <p>‘an amount shown in Your Schedule which represents the amount You must first incur before We pay a claim in respect of all claims arising from Accident(s) which occur during the Period of Insurance.’</p>
16.	Clarification	Cyber Incident	In Your previous Policy, We did not define Cyber Incident.	<p>In Your new Policy, We have inserted a definition of Cyber Incident. Under this Policy, Cyber Incident means:</p> <p>‘any act, threat or hoax whether actual or perceived, authorised or unauthorised, or malicious, involving access to, use of or operation of any technological system, hardware, software, or communications system or electronic device installed or in any way connected to Your Insured Property or Your business.’</p>
17.	Enhancement	Driver(s)	<p>In Your previous Policy, Driver(s) was defined as:</p> <p>‘Your Employee, subcontractor, contractor or casual Driver who is authorised by the Insured to be driving, using or in charge of the Insured’s Vehicle or Substitute Vehicle.’</p>	<p>In Your new Policy, We have modified the definition of Driver(s) to mean:</p> <p>‘Your Employee, subcontractor, contractor, casual Driver, <i>operator or anyone who is appointed by You</i> to be driving, <i>operating</i>, using or in charge <i>possession, custody or control</i> of the Insured Property or Substitute Insured Property.’</p>
18.	Enhancement	Dry Hire	In Your previous Policy, We did not define Dry Hire.	<p>In Your new Policy, We have inserted a definition of Dry Hire which means:</p> <p>‘when Insured Property is hired out to a third party and You do not provide a driver or operator to control or use the Insured Property’.</p>

19.	Enhancement	Insured Property	In Your previous Policy, We did not define Insured Property.	<p>In Your new Policy, We have defined Insured Property to mean:</p> <p>'Your Vehicle and/or Your Mobile Plant'.</p> <p>Throughout Your Policy, the term "Insured Property" has been used in place of "Vehicles" where clauses (including benefits, exclusions, and endorsements) apply to both Mobile Plant and Vehicles. If a clause applies exclusively to Vehicles, it will be explicitly stated as such. Similarly, if a clause applies only to Mobile Plant, it will be specifically noted as applicable to Mobile Plant only.</p>
20.	Clarification	Malicious Damage	In Your previous Policy, We did not define Malicious Damage.	<p>In Your new Policy, We have defined Malicious Damage to mean:</p> <p>'loss or damage intentionally caused to Your Insured Property by someone else without Your consent.'</p>
21.	Clarification	Mobile Plant	<p>In Your previous Policy, Mobile Plant was defined as:</p> <p>'any mobile or self-propelled machinery or equipment including its associated tools, fittings and accessories, that is not a Vehicle designed for the transportation of people or goods on public roads or thoroughfares.</p> <p>It also includes any associated attachment on Your Mobile Plant that is:</p> <p>(a) described in Your Schedule; or</p> <p>(b) is permanently attached to the Mobile Plant.</p> <p>Mobile Plant does not include equipment, machinery or any other apparatus attached to Your Vehicle.'</p>	<p>In Your new Policy, We have modified the definition of Mobile Plant to mean:</p> <p>'any mobile or <i>motorised</i> machinery or equipment that is not a Vehicle designed primarily for the transportation of people or goods on public roads or thoroughfares.</p> <p><i>Mobile Plant</i> includes any associated attachment that is:</p> <ul style="list-style-type: none"> described in Your Schedule; or permanently attached to Your Mobile Plant. <p>Mobile Plant does not include:</p> <ul style="list-style-type: none"> <i>rail and tram rolling stock;</i> equipment, machinery, or any other apparatus attached to Your Vehicle.'

			This definition was added to Your previous Policy via the Supplementary PDS (for policies starting or renewed from 1 June 2024)	
22.	Restriction	Official Inquiry	In Your previous Policy, We did not define Official Inquiry.	In Your new Policy, We have defined Official Inquiry to: means: 'any official investigation, examination, inquiry ordered or commissioned by a statutory body or institution, and: a. which the Insured is legally compelled to attend; b. which has as its subject matter the affairs of You; and c. notice of which is first served on You during the Period of Insurance.'
23.	Enhancement	Substitute Insured Property	In Your previous Policy, We defined Substitute Vehicle as: 'a vehicle used by You as a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not able to be driven.'	In Your new Policy, We have modified the definition of Substitute Insured Property to mean: the Mobile Plant or Vehicle used by You as a substitute for and of a similar nature and capability to Your Insured Property while Your Insured Property is being serviced, repaired or is not able to be driven operated or used by You.
24.	Restriction	Tool of Trade	In Your previous Policy, We defined Tool of Trade as: 'any of the following when being used at the time of the Accident for the purpose for which the Tool of Trade was designed: <ul style="list-style-type: none"> • Mobile Plant; or • plant or equipment permanently attached to Your Vehicle that is used for digging, cutting, fine scraping, grading, slashing, mowing, drilling, pumping, lifting or levelling.' 	In Your new Policy, We have modified the definition of Tool of Trade to mean: 'any of the following, while being used at the time of the Accident, for the purpose for which it was designed: <ul style="list-style-type: none"> • Mobile Plant; or • plant or equipment permanently attached to Your Vehicle and that is used for, <i>including but not limited to</i>, digging, <i>vacuuming</i>, <i>breaking</i>, <i>ploughing</i>, <i>compacting</i>, <i>sucking</i>, <i>shredding</i>,

			This definition was added to Your previous Policy via the Supplementary PDS (for policies starting or renewed from 1 June 2024)	<i>grinding, cutting, fine scraping, grading, slashing, mowing, drilling, pumping, lifting levelling and/or other similar operations.'</i>
25.	Clarification	Unit	In Your previous Policy, We defined Unit to mean: 'see definition of Vehicle'.	In Your new Policy, We have removed this definition.
26.	Enhancement	Vehicles	In Your previous Policy, within the definition of Vehicle, We specified that: 'when a Vehicle is a rigid body truck, this will include its bull bar, driving lights, built-in communication devices, Technology, gates, tarps, dogs, chains, binders, ring feeder or bartlett ball (as identified), standard tools and attached accessories.'	In Your new Policy, We have modified the definition of Vehicle. Under this Policy, We specify that: 'when a Vehicle is a rigid body truck, this will include its bull bar, driving lights, built-in communication devices, Technology, gates, tarps, dogs, chains, binders, ring feeder or bartlett ball (as identified), standard tools and attached accessories <i>and any other attachment(s) declared in Your Schedule</i> '.
27.	Clarification	We, Us, Our, Insurer	In Your previous Policy, We defined We, Us, Our, Insurer to mean: HDI Global Specialty SE - Australia, ABN 58 129 395 544, AFS Licence No 458776 of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.	In Your new Policy, We have modified the definition of We, Us, Our, Insurer. Under this Policy, We, Us, Our, Insurer means: HDI Global Specialty SE acting through its Australian branch, HDI Global Specialty – Australia, ABN 58 129 395 544, AFS Licence No 458776 of Level 19, 20 Martin Place, Sydney
28.	Enhancement	Wet Hire	In Your previous Policy, We did not define Wet Hire.	In Your new Policy, We have defined Wet Hire to, mean: 'when your Insured Property is hired out to a third party, and You provide a driver or operator to control or use the Insured Property'.

Section 1 – Loss or Damage to Your Insured Property

29.	Enhancement	Basis of Settlement	<p>In Your previous Policy, We specified the Basis of Settlement to be:</p> <p>'For claims under this Section 1 – Loss or Damage to Your Vehicle, the following basis of settlement applies:</p> <ol style="list-style-type: none"> At Our option and having regard to Your interests, We will repair, reinstate or replace Your Vehicle or pay You the amount of the loss or damage, provided the payment does not exceed the lesser of its Market Value at the time of loss or damage or the Sum Insured for Your Vehicle stated in the Schedule. When We make a Total Loss settlement, the cover provided in this Policy for Your Vehicle will thereupon immediately cease. <p>Notwithstanding anything mentioned in paragraph 'a' and/or 'b' above, the maximum amount We will be liable to pay for any claim or series of claims for loss or damage to Your Vehicle under this Section 1 – Loss or Damage to Your Vehicle of the Policy and that is caused by or arises out of one Accident shall be up to the limit shown on Your Schedule.'</p>	In Your new Policy, We have separated each of the settlement options into clear sections of Repair and Reinstall, New Vehicle or Mobile Plant Replacement and Total Loss.
30.	Enhancement	New Mobile Plant or Vehicle Replacement	<p>In Your previous Policy, We specified within the New Vehicle Replacement benefit that:</p> <p>'If Your Vehicle becomes a Total Loss within the first two years of Your Vehicle first being registered after manufacture, We agree to replace Your Vehicle with a new vehicle where an equal</p>	<p>In Your new Policy, We have modified this benefit and have:</p> <ul style="list-style-type: none"> increased the replacement period from two years to three years; added provisions for the replacement of Mobile Plant; and

			<p>model is available. We will also pay for Stamp Duty, and Dealer Delivery Costs, but We will not pay for the registration, CTP or other insurance costs for the replacement Vehicle.</p> <p>For the purposes of this clause, We will only pay up to a maximum of 20% in addition to Your Vehicle's Sum Insured stated in the Schedule.</p> <p>If You choose not to replace Your Vehicle or if a replacement with an equal model is not possible then settlement will be either Your Vehicle's Market Value at the time of loss or damage or its Sum Insured stated in the Schedule, whichever is the lesser.'</p>	<ul style="list-style-type: none"> specified that this benefit it does not apply to non-owned or hired in Vehicles or Mobile Plant or to the Optional Endorsement – Hired in Mobile Plant or Hired in Vehicles.
31.	Clarification	Finance Protection (Total Loss)	<p>In Your previous Policy, We specified that:</p> <p>'We will pay You the difference between the amount of the termination payment under the lease or other finance agreement and the amount We pay to You in respect of Your Vehicle (calculated in accordance with the Basis of Settlement) subject to the difference not exceeding 25% of the Market Value or 25% of Your Vehicle's Sum Insured, whichever is the lesser, subject also to the amount of the termination payment not including</p> <ol style="list-style-type: none"> any payments and/or any interest in arrears on the date of loss; and any discount in respect of finance charges and/or interest for the unexpired term of such leasing or finance agreement on 	<p>In Your new Policy, We have clarified this benefit and specified that:</p> <p>'We will pay You the difference between the amount of the termination payment under the lease, or other finance agreement, and the amount We pay to You in respect of Insured Property (calculated in accordance with the Basis of Settlement) subject to the difference <i>up to an additional</i> 25% of the Market Value or 25% of Your Insured Property's Sum Insured, whichever is the lesser, <i>and not exceeding the difference. The amount of the payment made under this clause will be calculated excluding:</i></p> <ol style="list-style-type: none"> any payments and/or any interest in arrears on the date of loss; and any discount in respect of finance charges and/or interest for the unexpired term of such leasing or finance

			a date not exceeding 30 days after the date of loss; and c) any payment which is not due at the date of loss.'	agreement on a date not exceeding 30 days after the date of loss; and b) any payment which is not due at the date of loss.'
Additional Benefits – Section 1 – Loss or Damage to Your Insured Property				
32.	Restriction	Removal and Protection – Vehicles	In Your previous Policy, We did not specify that this Additional Benefit was only applicable to Vehicles.	In Your new Policy, We have clarified that this Additional Benefit is only applicable to Vehicles and not Mobile Plant.
33.	Enhancement	Removal and Protection – Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included an Additional Benefit for 'Removal and Protection – Mobile Plant'. Please review Your new Policy documentation for full details of this Additional Benefit.
34.	Enhancement	Removal and Protection – Immobilised Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included an Additional Benefit for 'Removal and Protection – Immobilised Mobile Plant'. Please review Your new Policy documentation for full details of this Additional Benefit.
35.	Restriction	Driver Personal Property – Vehicles	In Your previous Policy, We did not specify that this Additional Benefit was only applicable to Vehicles.	In Your new Policy, We have clarified that this Additional Benefit is only applicable to Vehicles and not Mobile Plant.
36.	Enhancement	Driver Trauma Counselling – Insured Property	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included an Additional Benefit of 'Driver Trauma Counselling – Insured Property'. Please review Your new Policy documentation for full details of this Additional Benefit.
37.	Enhancement	Return of Insured Property	In Your previous Policy, the sub-limit for a Return of Vehicle was capped at \$5,000.	In Your new Policy, We have increased the sub-limit from \$5,000 to \$25,000 and made it applicable to Insured Property.
38.	Enhancement / Restriction	Cost of Repatriating Driver – Vehicle	In Your previous Policy, the sub-limit for the Cost of Repatriating Driver was capped at \$3,000. In Your previous Policy, We did not specify that this Additional Benefit was only applicable to Vehicle.	In Your new Policy, We have increased the sub-limit from \$3,000 to \$10,000. In Your new Policy, We have specified that this Additional Benefit is only applicable to Vehicles and not Mobile Plant.
39.	Enhancement / Restriction	Hire Vehicle Following Theft	In Your previous Policy, the sub-limit for the cost of a Hire Vehicle Following Theft was capped at \$3,000.	In Your new Policy, the sub-limit for the cost of a Hire Vehicle Following Theft has increased from \$3,000 to \$12,500.

			<p>In Your previous Policy, We stated that:</p> <p>'We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a period of 14 days or up to recovery of Your Vehicle, whichever comes first. We will not pay more than \$3,000 under this Additional Benefit per theft.'</p>	<p>In Your new Policy, We specify that this Additional Benefit will cease at the earliest of the following:</p> <ul style="list-style-type: none"> • completion of repairs, • settlement of Your claim, or • recovery of Your Vehicle (if undamaged, and its location has been notified to You). <p>This Additional Benefit commences 7 days after the date You notify Us of the claim.</p>
40.	Restriction	Funeral Expenses Lump Sum Payment – Insured Property	In Your previous Policy, We did not specify that this Additional benefit was only provided for policies with a Period of Insurance not exceeding 12 months.	In Your new Policy, We have specified that this Additional Benefit cannot apply to policies with a Period of Insurance exceeding 12 months (including an extensions).
41.	Restriction	Total Loss – Fatality – Insured Property	In Your previous Policy, We did not specify that this Additional benefit was only provided for policies with a Period of Insurance not exceeding 12 months.	In Your new Policy, We have specified that this Additional Benefit cannot apply to policies with a Period of Insurance exceeding 12 months (including an extension).
42.	Enhancement	Additional Cost of Reinstatement – Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included a new Additional Benefit for 'Additional Cost of Reinstatement – Mobile Plant'. Please review Your Policy documentation for full details of this new Additional Benefit.
43.	Enhancement	Appreciation in Market Value – Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included a Additional Benefit for 'Appreciation in Market Value – Mobile Plant'. Please review Your new Policy documentation for full details of this new Additional Benefit.
44.	Enhancement	Dry Hire Difference in Conditions – Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included a new Additional Benefit for 'Dry Hire Difference in Conditions – Mobile Plant'. Please review Your new Policy documentation for full details of this new Additional Benefit.
45.	Enhancement	Mobile Plant Accessories	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included a new Additional Benefit for 'Mobile Plant Accessories'. Please review Your new Policy

				documentation for full details of this new Additional Benefit.
46.	Enhancement	Wet Hire – Subrogation Waiver – Mobile Plant	In Your previous Policy, We did not include this Additional Benefit.	In Your new Policy, We have included a new Additional Benefit for 'Wet Hire – Subrogation Waiver – Mobile Plant'. Please review Your new Policy documentation for full details of this new Additional Benefit.
Exclusions – Section 1 – Loss or Damage				
47.	Restriction		<p>In Your previous Policy, We specified:</p> <p>We will not pay for:</p> <p>damage to the tyres of Your Vehicle caused by application of brakes or by punctures, cuts, bursts, shedding of tread, blowout or any road use.</p>	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>damage to the tyres <i>or rubber tracks</i> of <i>Your Insured Property</i> caused by application of brakes or by punctures, cuts, bursts, shedding of tread, blowout or any road use.</p>
48.	Restriction		<p>In Your previous Policy, We specified:</p> <p>We will not pay for:</p> <p>'theft of or from Insured Property if steps to protect or safeguard Your Insured Property have not been taken by You, including but not limited to locking or immobilising Your Insured Property when it is not being driven, leaving keys in the immediate vicinity of Your Insured Property except when the key has been locked within a key safe or similar device.'</p>	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'theft of or from Insured Property if steps to protect or safeguard Your Insured Property have not been taken by You, including but not limited to locking <i>or immobilising</i> Your Insured Property when it is not being driven, leaving keys in the immediate vicinity of Your Insured Property except when the key has been locked within a key safe or similar device.'</p>
49.	Restriction		<p>In Your previous Policy, We specified:</p> <p>We will not pay for:</p> <p>'any loss, damage, or resultant mechanical damage to Your Vehicle as the result of:</p> <ul style="list-style-type: none"> a. depreciation, wear and tear, rust or other forms corrosion; or 	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'any loss, damage, or resultant mechanical damage to <i>Your Insured Property</i> as the result of:</p> <ul style="list-style-type: none"> a. depreciation, wear and tear, rust or other forms corrosion; or b. metal fatigue, mechanical events

			<ul style="list-style-type: none"> b. metal fatigue, mechanical events, structural or c. electrical or electronic events or d. faulty design or workmanship. <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>	<p><i>which includes but is not limited to incorrect use of the Insured Property contrary to manufacturer specification, over-revving of the engine however this may have been caused, structural failure;</i> or</p> <ul style="list-style-type: none"> c. electrical or electronic events; or d. faulty design or workmanship. <p>However, other than resultant mechanical damage, We will cover loss or damage to Your <i>Insured Property</i> resulting directly from an Accident or fire caused by such failure as stated above.'</p>
50.	Restriction		In Your previous Policy, We did not include this exclusion.	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'loss or damage, including loss as a result of abandonment, to the following items or any other consumable component that forms part of Your Insured Property:</p> <ul style="list-style-type: none"> a) blades, cutting edges, cutting discs, knives, hammers, wear plates, pulverizing and crushing surfaces, screens, sieves, belts, chains or conveyor belts; and b) drill rods and bits including, but not limited to, any part attaching to or forming part of the drill rod or bit such as pipes, shafts, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles; and c) any other electronic mechanism.

				This exclusion applies regardless of whether the part or item is being used for its designed purpose or not.'
51.	Restriction		In Your previous Policy, We did not include this exclusion.	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'any Global Positioning System (GPS), laser or similar guidance equipment utilised by Your Mobile Plant, irrespective of whether they are located in or on Your Mobile Plant at the time of the Accident unless We have agreed to cover such equipment and You have paid any and all additional premium that We may require.'</p>
52.	Restriction		In Your previous Policy, We did not include this exclusion.	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'any crane or lifting device when it is being used for a lifting operation or movement of any load, utilising the simultaneous use of more than one crane or lifting device.'</p>
53.	Restriction		In Your previous Policy, We did not include this exclusion.	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'loss or damage to Your Mobile Plant from partial or total immersion in water due to tidal movement unless You, Your Employees or any other Insured have taken all reasonable steps to prevent or minimise the loss or damage.'</p>
54.	Restriction		In Your previous Policy, We did not include this exclusion.	<p>In Your new Policy, We specify:</p> <p>We will not pay for:</p> <p>'any loss or theft of fuel from Your Insured Property including the cost of</p>

				replacement fuel resulting from contamination.'
Section 2 – Third Party Liability Cover				
55.	Clarification		<p>In Your previous Policy, We specified that:</p> <p>'This Section 2 – Third Party Liability only applies to Your Vehicles that are registered for road use. Subject to the terms, conditions, limits and exclusions in this Policy, We will pay the amount which You are held legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> a. loss of or damage to third party property; or b. Personal Injury to others; or c. costs incurred as a result of fire, explosion, goods falling, leaking or spilling, in or on, or from Your Vehicle or caused by: <ul style="list-style-type: none"> i. You; or ii. any person legally licensed to drive, and be in charge of Your Vehicle, with Your permission; or iii. any person in or on, or boarding, or alighting from Your Vehicle with Your permission; <p>and resulting from an Accident occurring during the Period of Insurance within the Territorial Limits and caused by or arising out of the use of Your Vehicle or the operation of Loading or Unloading Your Vehicle.'</p>	<p>In Your new Policy, We have clarified that:</p> <p>'Subject to the terms, conditions, limits and exclusions in this Policy, We will pay the amount which You are held legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> a. loss of or damage to third party property; or b. Personal Injury to others; or c. costs incurred as a result of: <ul style="list-style-type: none"> i. <i>fire or explosion caused by Your Insured Property; or</i> ii. <i>goods falling from Your Insured Property, or</i> iii. <i>goods leaking or spilling from Your Insured Property;</i> <p>and resulting from an Accident occurring during the Period of Insurance within the Territorial Limits and caused by or arising out of the use of Your Insured Property or the operation of Loading or Unloading Your Insured Property.'</p>
56.	Clarification	Limit of Liability – Section 2 – Third Party Liability Cover	<p>In Your previous Policy, We specified that:</p> <p>'Our total liability under this Section 2 – Third Party Liability is the amount shown as the Limit of Liability in Your Schedule, for all claims arising</p>	<p>In Your new Policy, We have clarified that:</p> <p>'Our total liability under this Section 2 – Third Party Liability Cover is the amount shown as the Limit of Liability in Your Schedule, for all claims arising</p>

			from any one Accident. This limit is inclusive of all costs and expenses, including cleanup costs, for all claims arising from anyone Accident.'	from any one Accident. This limit is inclusive of all costs and expenses, including cleanup costs, for all claims arising from anyone Accident, <i>but excluding any claim(s) arising from the transportation of Dangerous Goods including clean up, contamination or restitution of any land or waterway.</i> The limit of liability for Section 2 – Third Party Liability Cover - Dangerous Goods is shown separately on Your Schedule.
57.	Clarification	Additional Insurance – Limit of Liability for Dangerous Goods	In Your previous Policy, We did not specify that this insurance benefit is automatically included within Your Policy for nil additional Premium.	In Your new Policy, We specify that this insurance benefit is automatically included within Your Policy for nil additional Premium.
Additional Benefits – Section 2 – Third Party Liability Cover				
58.	Restriction	Legal Costs and Authorised Expenses	In Your previous Policy, We did not specify that: We will not pay for legal costs and expenses associated with an Official Inquiry.	In Your new Policy, We specify that We will not pay for legal costs and expenses associated with an Official Inquiry.
Exclusions – Section 2 – Third Party Liability Cover				
59.	Restriction		In Your previous Policy, We specified that: 'We will not pay for claims caused by, arising from, or in any way connected with: any liability caused by, arising from or in any way connected with the use of Vehicle if it is unregistered at the time of the Accident giving rise to the claim. '	In Your new Policy, We specify that: 'We will not pay for claims caused by, arising from, or in any way connected with: any liability caused by, arising from or in any way connected with the use of Your Insured Property if it is unregistered or <i>unlicensed</i> at the time of the Accident giving rise to the claim <i>and registration or licensing is compulsory pursuant to statute or any other government requirements.</i>
Section 3 - Additional Benefits				
60.	Clarification	Automatic Addition of Newly Acquired - Insured Property	In Your previous Policy, We specified that this Additional Benefit was only applicable to Vehicles.	In Your new Policy, We have amended this Additional Benefit to be applicable to the Insured Property.
61.	Enhancement	Police, Fire Brigade and Other	In Your previous Policy, the sub-limit of this Additional Benefit was \$25,000.	In Your new Policy, the sub-limit has been increased from \$25,000 to \$50,000.

		Authorities – Insured Property		
62.	Enhancement	Acquired Companies	<p>In Your previous Policy, the sub-limits for this Additional benefit was:</p> <p>'b. the limit of cover which applies under Section 1 – Loss or Damage to Your Vehicle does not exceed:</p> <ul style="list-style-type: none"> i. \$100,000 or the Market Value whichever is the lesser for vehicles under 2 tonnes carrying capacity; or ii. \$300,000 or the Market Value whichever is the lesser for all other vehicles;' 	In Your new Policy, We have increased the sub-limit in b(ii) to \$500,000 and made it applicable to both Mobile Plant and Vehicles.
63.	Enhancement	Trailer in Your Control – Comprehensive	In Your previous Policy, Trailer in Your Control – Liability was included as an Optional Endorsement.	<p>In Your new Policy, We have included Trailer in Control – Comprehensive as a standard Additional Benefit and not an Optional Endorsement.</p> <p>The wording of this benefit has been modified. Please review Your new Policy documentation for full details of this Additional Benefit.</p>
Section 4 – Optional Endorsements				
64.	Enhancement	Hired in Mobile Plant	In Your previous Policy, We did not include this Optional Endorsement.	In Your new Policy, We have included a new Optional Endorsement of 'Hired in Mobile Plant'. Please review Your new Policy documentation for full details of this new Optional Endorsement.
65.	Enhancement	Hired in Vehicle	In Your previous Policy, We did not include this Optional Endorsement.	In Your new Policy, We have included a new Optional Endorsement of 'Hired in Vehicle'. Please review Your new Policy documentation for full details of this new Optional Endorsement.
66.	Clarification	On Hook Liability	<p>In Your previous Policy, We specified that:</p> <p>'Exclusion 2 of Exclusions Applicable Only to Section 2</p>	<p>In Your new Policy, We specify that:</p> <p>'Exclusion 2 of 'Exclusions Applicable Only to Section 2' is</p>

			<p>– Third Party Liability is amended to the extent that this Policy is extended to cover Your legal liability for loss or damage to any motor Vehicle or item of mobile plant/machinery in Your physical control while it is being lifted or towed by Your Vehicle's hook or forks or similar device. The maximum We will pay in respect of loss of or damage to such motor vehicle or item of mobile plant/machinery is limited to the On-Hook Liability Limit of Liability shown in the Schedule.</p>	<p>amended to state that this Policy is extended to cover Your legal liability for loss or damage to any motor vehicle or item of mobile plant/machinery in Your physical possession, custody or control while it is being lifted, <i>lowered</i> or towed by Your Vehicle's hook or forks or similar device. The maximum We will pay in respect of loss of or damage to such motor vehicle or item of mobile plant/machinery is limited to the On-Hook Liability Limit of Liability shown in the Schedule.'</p>
67.	Clarification / Restriction	Technology Excess Reduction	<p>In Your previous Policy, We specified that:</p> <p>'We will discount the total of all applicable Excess(es) payable by You in respect of an individual claim by 50% if Your Vehicle at the time of the Accident is fitted with Technology approved by Us. This discount will only apply if the following conditions are complied with in full:</p> <ul style="list-style-type: none"> a. within the first sixty days of the inception of the Policy, You provide Us the invoice showing the purchase and installation of the Technology to Your Vehicle; b. prior to the Accident occurring, the Technology was installed in Your Vehicle involved in the Accident; c. following the Accident, You provide Us with a clear copy of the available video footage, telematics and any other Technology data from Your Vehicle involved in the Accident; 	<p>In Your new Policy, We specify that:</p> <p>'We will discount the total of all applicable Excess(es) payable by You by 50% in respect of an Accident if Your Vehicle at the time of the Accident is fitted with Technology approved by Us. This discount will only apply if the following conditions are complied with in full:</p> <ul style="list-style-type: none"> a. within the first sixty days of the inception of the Policy, You provide Us the invoice showing the purchase and installation of the Technology to Your Vehicle; b. prior to the Accident occurring, the Technology was installed in Your Vehicle involved in the Accident <i>and was maintained and operational in accordance with the Technology's manufacturers manual or guidelines;</i> c. following the Accident, You provide Us with a clear copy of the available <i>camera</i> video footage, telematics and any other Technology data from Your

			<p>d. the settlement amount for Your claim exceeds the total payable by You of all applicable Excess(es) for that claim prior to any discount provided by this Endorsement;</p> <p>e. The cost of the Technology installed in Your Vehicle as evidenced by the invoices provided by You exceeds the total payable by You of all applicable Excess(es) after any discount applied by this Endorsement;</p> <p>No discount to the Excess will apply:</p> <p>a. where an Aggregate Excess applies to the Policy;</p> <p>b. where the loss or damage to Your Vehicle is caused by theft, fire, malicious damage or natural events; or</p> <p>c. for windscreen/glass only claims.'</p>	<p>Vehicle <i>that</i> was involved in the Accident;</p> <p>d. the settlement amount for Your claim exceeds the total payable by You of all applicable Excess(es) for that claim prior to any discount provided by this Optional Endorsement;</p> <p>e. The cost of the Technology installed in Your Vehicle as evidenced by the invoices provided by You exceeds the total payable by You of all applicable Excess(es) after any discount applied by this Optional Endorsement;</p> <p>No discount to the Excess will apply:</p> <p>a. where an Aggregate Excess applies to the Policy <i>unless the Aggregate Excess sum has been exhausted</i>;</p> <p>b. where the loss or damage to Your Vehicle is caused by theft, fire, <i>Malicious Damage</i> or natural events; or</p> <p>c. for windscreen/glass only claims.'</p>
Section 5 – General Exclusions				
68.	Restriction		<p>In Your previous Policy, We specified:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>Your Vehicle being driven by, or in the charge of, any person:</p> <p>a. under the influence of alcohol, or drugs; or</p> <p>b. 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</p>	<p>In Your new Policy, We specify that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>Your <i>Insured Property</i> being driven <i>or operated</i> by, or in the charge of, any person:</p> <p>a. under the influence of alcohol, or drugs (<i>including prescription drugs</i>); or</p> <p>b. who drove, <i>operated, or was in charge of Your Insured Property while having a blood alcohol concentration, or the presence of drugs</i></p>

			<p>c. 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> <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 unless the Vehicle was being driven without Your permission or authority.'</p>	<p>(including prescription drugs), in their system which exceeded the legal limit prescribed by the laws of the state or territory in which the Driver was driving, operating, or in charge of Your Insured Property; or</p> <p>c. 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, operating, or in charge of Your Insured Property.</p> <p>However, We will pay if You prove that You did not know that the person driving, operating, or in charge of Your Insured Property, was so affected..'</p>
69.	Restriction		<p>In Your previous Policy, We specified:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>any loss, damage, liability or expense caused by:</p> <p>a. vibration from Your use of Your Vehicle; or</p> <p>b. the weight of Your Vehicle or its load exceeding any lawful requirements; or</p> <p>If Your Vehicle exceeds its lawful dimensions, height and or width, unless authorised by permit to exceed height and width.'</p>	<p>In Your new Policy, We specify that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>any loss, damage, liability or expense caused by:</p> <p>a. vibration from Your use of Your Insured Property; or</p> <p>b. the weight of Your Insured Property or its load exceeding any lawful requirements; or</p> <p>c. Your Insured Property, including its load (being carried, towed, or in any way transported thereby) or any Tool of Trade, which exceeds its lawful dimensions, height and/or width, unless its dimensions, height and/or width for the route upon which Your Insured Property was travelling at the time of the Accident was authorised by permit</p>

				<p>from the relevant statutory authority;</p> <p>d. the reckless overloading or operation of Your Insured Property when its limiters, load measuring devices, safety mechanisms or warning systems are defective, non-operational or intentionally disabled, regardless of whether You were aware or not.</p>
70.	Clarification		<p>In Your previous Policy, We specified that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>c. any loss, damage or liability incurred whilst Your Vehicle is subject to any agreement of hire or is leased or let by You to any other party.'</p>	<p>In Your new Policy, We have clarified this by stating that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>any loss, damage or liability incurred if Your Insured Property is hired out by You without You providing a Driver or operator.</p> <p>This exclusion does not apply to Trailers insured under this Policy.'</p>
71.	Restriction		<p>In Your previous Policy, We did not include this exclusion.</p>	<p>In Your new Policy, We specify that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>actual or suspected loss, damage, cost, expense or liability of whatsoever nature arising directly or indirectly caused by or contributed by, resulting from arising out of, or in connection with a Cyber Incident.'</p>
72.	Restriction		<p>In Your previous Policy, We did not include this exclusion.</p>	<p>In Your new Policy, We specify that:</p> <p>'We will not pay for claims caused by, arising from, or in any way connected with:</p> <p>any actual or suspected loss, damage, cost, expense, or liability of whatsoever nature</p>

				<p>arising directly or indirectly out of, caused by or contributed to by, resulting from, or in any way connected with an Infectious or Communicable Disease.</p> <p>For the purpose of this clause Infectious or Communicable Disease means any disease, sickness, or injury which can be transmitted whether airborne, by bodily fluid, or from any surface regardless of form.'</p>
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Section 6 – General Conditions

73.	Restriction	Non-Payment of Premium	In Your previous Policy, We did not specify what occurs due to non-payment of premium.	<p>In Your new Policy, We have specified that the Policy may be cancelled in the event that Your payment method is dishonored or We have not received Your Premium payment by the due date.</p> <p>We have also specified that the Premium must be paid before a claim can be considered. Please review Your new Policy documentation for full details of this new condition.</p>
74.	Clarification	Claims Procedures	In Your previous Policy, We did not include the claims email address in the first bullet point regarding claims notification.	<p>In Your new Policy, We have specified that:</p> <p>You and any person entitled to cover under this Policy must:</p> <p>notify Us in writing <i>via email at claims@hmia.com.au</i> with full details of the Accident and/or loss which may become the subject of a claim under this Policy, as soon as reasonably practicable.</p>
75.	Restriction	Standard Excess	<p>In Your previous Policy, the Standard Excess for Mobile Plant was:</p> <p>1% of Sum Insured, minimum \$1,000 per Unit.</p> <p>This excess was amended in Your previous Policy via the Supplementary PDS (for policies</p>	<p>In Your new Policy, the Standard Excess for Mobile Plant is:</p> <p>1% of Sum Insured, minimum \$1,250 per Mobile Plant.</p>

			starting or renewed from 1 June 2024)	
76.	Enhancement	Standard Excess	<p>In Your previous Policy, the Standard Excess for Hired in Vehicles was:</p> <p>1% of Sum Insured, minimum \$2,500 per Vehicle</p> <p>This excess was amended in Your previous Policy via the Supplementary PDS (for policies starting or renewed from 1 June 2024)</p>	<p>In Your new Policy, We specify that a Standard Excess for Hired in Vehicle is:</p> <p>\$2,000 per Vehicle.</p>
77.	Restriction	Standard Excess	In Your previous Policy, We did not specify a Standard Excess for Hired in Mobile Plant.	<p>In Your new Policy, We specify that a Standard Excess for Hired in Mobile Plant is:</p> <p>\$2,000 per Mobile Plant.</p>
78.	Restriction	Additional Excess	In Your previous Policy, We did not specify an Additional Excess for Mobile Plant when the age of the Driver at the time of an Accident is under 23.	<p>In Your new Policy, We specify that the Additional Excess for Mobile Plant when the age of the Driver at the time of an Accident is under 23 is:</p> <p>\$2,000 per Mobile Plant in addition to any other Excess payable.</p>
79.	Restriction	Choice of Repairer	<p>In Your previous Policy, We specified that:</p> <p>'We can assist You in selecting a suitable repairer to repair the damage to Your Vehicle, however You also have the right to choose</p> <p>Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You having regard to Your interests, however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits) to:</p> <ol style="list-style-type: none"> authorise the repairs at Your repairer of choice; pay You the reasonable cost You have incurred in repairing Your Vehicle; or move Your Vehicle to a repairer We both agree 	In Your new Policy, We have removed the benefit of a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

			will repair Your Vehicle. In the instance that We both agree to move Your Vehicle, We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.'	
80.	Clarification	Recovery after Theft	In Your previous Policy, We did not specify the requirements of when Your Vehicle is recovered after a theft.	<p>In Your new Policy, We specify that:</p> <p>'If You recover or find Your lost or stolen Insured Property including its accessories for which We have paid a claim, You must:</p> <ul style="list-style-type: none"> (a) inform Us as soon as reasonably practical; and (b) give Us the recovered or found Insured Property including its accessories if We request You to do so. (c) assist Us in any way necessary to have ownership of the recovered Insured Property transferred into Our name. <p>If You do not, We may reduce or refuse Your claim to the extent that We are prejudiced'.</p>