



Landcover Additional Policy Endorsements and Exclusions

Property Owners Endorsement

We shall not be liable to indemnify You in respect of any legal liability arising out of or in anyway connected with any Business, profession, trade, or manufacturing operations (other than as owners of property the subject of this policy) conducted by You or on Your behalf.

Total Construction Exclusion

We shall not be liable to indemnify You in respect of any legal liability arising out of or in anyway connected with the demolition, underpinning, removal of support, dewatering, alteration, renovation, construction, erection of and/or addition to any building, structure, plant or equipment by You or on Your behalf.

Pandemic/Epidemic Exclusion

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that this Policy does not cover any loss, destruction, damage, liability, cost, expense or any other amounts (whether actual or alleged), directly or indirectly caused by, or contributed to by, or in consequence of, or in anyway connected with any:

- a. disease determined to be a Listed Human Disease or in respect of which a Human Biosecurity Emergency is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- b. outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
- c. disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

Cyber Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, We shall not be liable in respect of:
 - 1.1. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident; or
 - 1.2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss, or theft of any Data, including any amount pertaining to the value of such Data; resulting from or arising out of a Cyber Incident or a Cyber Act.
2. However, this Exclusion shall not apply in respect of liability arising out of:
 - 2.1. Personal Injury other than discrimination, invasion of privacy, infringement of intellectual property rights, breach of confidentiality, libel, slander defamation or other reputational injury; or
 - 2.2. Property Damage, which does not include Data for the purposes of this exclusion; or
 - 2.3. Advertising Injury other than invasion of privacy, libel, slander or defamation.
resulting from or arising out of a Cyber Incident or a Cyber Act.

For the purpose of this exclusion only, the following definitions apply:

Computer System means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an illegal, malicious, or criminal act or series of related illegal, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means

- any error in creating, amending, entering, deleting, or using Data; or
- any partial or total unavailability of, or failure to access or process Data

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in electronic or digital form to be used, accessed, processed, transmitted or stored by a Computer System.