



# 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.

## Estate Agent Liability Endorsement

1. Definition 1.30 'You, Your, Insured' is amended to include:
  1. every Estate Agent in respect of the Estate Agent's liability for Personal Injury and/or Property Damage arising from a For Sale Sign.
2. For the purpose of this Endorsement, the following Definitions apply:
  1. For Sale Sign means a sign that was provided by an Estate Agent for the purpose of advertising the sale of land and that was situated on vacant land owned by the Named Insured at the time of the Occurrence.
  2. Estate Agent means a person that has been engaged by the Named Insured under a written contract to provide a service in connection with the sale of vacant land that is owned by the Named Insured.

## 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.

## Geographical Limits Notation

The Policy Definition "Geographical Limits", for the purpose of this insurance, means the Vacant Land Address stated on this Landcover Policy Schedule located in Australia and its respective protectorates and territories.

## Non Refundable Payments Notation

All Landcover Administration Fees, Policy Premiums including Government Charges are 100% Minimum and Deposit and are therefore non-refundable outside of the 21 day Cooling Off Period.

## Option to Continue to Insure Notation

Landcover Insurance is issued for 12 months commencing on acceptance of your "Application" and will continue and expire 11.59pm local time on the last day of the Calendar month 12 months later. This Insurance contract is non-renewable however an invitation to reapply will be sent early in the expiring month of your current policy. You can, for your convenience reapply at any time during that month and when accepted the insurance will commence at that time and date and your previous policy cancelled as of that time the new policy commences. This means that you have continuing insurance cover but not 2 policies at the same time. Any applications after the expiry date will result in an uninsured period.

## Other Standard Policy Endorsements and Exclusions

Landcover considers the following Endorsements and Exclusions NOT relevant to this insurance. The Insurer, however, require these to be stated as they now form part of their General and Products Liability Insurance Policy wording.

## Cyber Act Exclusion and Non Absolute Endorsement

We do not cover any liability;

- arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act
- arising out of the Insured's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

Provided that this exclusion does not apply to claims for;

- Personal Injury, excluding mental anguish or mental injury;
  - Property Damage, excluding Electronic Data;
- or
- Advertising Injury, directly caused by 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, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful 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.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Electronic Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Electronic Data including any monetary amount pertaining to the value of such Electronic Data, the infringement of intellectual property rights and breach of confidentiality.

## Silica Exclusion

This Policy does not cover any liability arising out of or in any way connected with inhalation of, or exposure to silica in any form.

## 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 any way 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).