

Landcover Tax Invoice & Policy Schedule

Issued in accordance with the Terms, Conditions, Exclusions, Endorsements and Notations of CGU Insurance Policy No: 10M6612640.

Legal Public Liability Insurance Protection for Vacant Land Owners

Landcover Insurance Certificate Number:	123456789
Type of Cover:	Property Owners Public Liability Insurance
Named Insured:	John Doe
Additional Party Notation:	<u>NAB</u> Noted as Insured in accordance with Policy Definition of "You, Your, Insured" Clause 1.29.5 in their capacity as <u>Financier</u> of the property stated below as the "Vacant Land Address"
Vacant Land Address:	123 Landcover Blvd, BRISBANE, Queensland, 4000
Period of Cover:	29/09/2022 - 30/09/2023
Limit of Liability:	\$20,000,000 each & every occurrence for Personal Injury and/or Property Damage and/or Advertising Liability including Defence costs
Excess:	\$500 each & every claim
Insurer:	Insurance Australia Limited trading as CGU Insurance (AFSL 227681)
Policy Wording:	CGU Steadfast General and Products Liability Insurance Policy CID0157 Rev 4 04/22
Selected Land Size:	Vacant Land not greater than 2,500 square metres in size (\$ 198.00)
Vacant Land - Extended Definition:	

COST BREAKDOWN

Base Premium:	\$ 67.50
Base Premium GST:	\$ 6.75
Stamp Duty:	\$ 7.43
Our Admin Fee:	\$ 105.75
Admin Fee GST:	\$ 10.57
Total Payable:	\$ 198.00

PAYMENT DETAILS

Payment Date: 29/09/2022

Vacant Land, for the purpose of this insurance means land not being used for any business (other than as property owner), profession, trade, manufacturing, or rural activity or operation.

Such land to be with or without any of the following:

- gates, fences, letter boxes, site identification pegs and signs.
- plants, trees and shrubs.
- landscaping, retaining walls, gutters, drains, paths, paving and driveways.
- underground and above ground services including aprons, supply mains and meters.

Otherwise the land is to be free of any structure unless one or more of the following "Vacant Land - Extended Definition" covers are specifically shown as included in your "Landcover Policy Schedule"

- Vacant Land with unoccupied dwelling pending demolition or sale
- Vacant Land with sheds / carport's / garages / shipping containers
- Vacant Land with building under construction by building contractor / company with an active construction liability policy
- Vacant Land with an empty and fenced swimming pool

This LANDCOVER Legal Liability Insurance Covers:

Your liability to pay for all amounts you shall become legally liable to pay as compensation in respect of Personal Injury &/or Property Damage happening during the period of Insurance and caused by or arising out of an occurrence in connection with your ownership of Vacant Land.

Importantly this insurance also covers your Defence Costs for such claims by others seeking damages even if groundless, false or fraudulent.

Subject always to the Insurer's Terms, Claims Conditions, General and Special Conditions, Exclusions, Endorsements, Excess, Words with Special Meaning and Limits of Liability incorporated in this policy.

Landcover Additional Policy Endorsements, Terms, Exclusions, and Notations that apply to this Policy

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.

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.

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 4.00pm 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.

CGU (Steadfast) Non-Absolute Cyber Endorsement

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.

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).

Unfair Contract Terms

In response to the extension of the Unfair Contract Terms (UCT) regime to consumer and small business insurance contracts, CGU Insurance has reviewed the terms of the Landcover insurance contract for fairness, and have made some updates. The latest policy wording is attached.

Landcover as agent for the Insurer

Landcover Pty Ltd ABN 66 578 417 757 is an Authorised Representative (311341) of Multi-Functional Policies Pty Ltd ACN 054 829 999 Australian Financial Services No. 241685, who trade under the name of MFP Insurance Brokers and have been providing Insurance and advice to Australian's since 1990.

When offering and providing Insurance products and services, Landcover Pty Ltd as authorised by Multi- Functional Policies Pty Ltd acts under a binding authority given to it by the Insurer to offer and issue policies.

In all aspects of this insurance product and any policy you may decide to purchase Landcover Pty Ltd acts as an agent of the Insurer and not as an agent of yours.



Registered Address:
56 Fullarton Rd
Norwood SA 5067

The Insurer for Landcover is CGU Insurance

The Insurer of all policies provided by Landcover Pty Ltd is; Insurance Australia Limited ABN 11 000 016 722, AFSL 227681 trading as CGU Insurance

As one of Australia's largest intermediary-based insurers CGU Insurance has been protecting the Australian way of life for 160 years. CGU Insurance are supported by a nationwide network of insurance advisers and business partners.

CGU Insurance, is a public company incorporated in Australia. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of General Insurers in Australia. As an authorised insurer, CGU Insurance is regulated by the Australian Prudential Regulation Authority.

CGU Insurance is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No. 238291) issued pursuant to that Act. As a holder of an AFS Licence, CGU Insurance is regulated by the Australian Securities and Investments Commission (ASIC).

CGU Insurance have adopted and proudly supports the General Insurance Code of Practice (Code) and are committed to complying with it.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit the Insurers to high standards of service;
- to promote better, more informed relations between the Insurers and Insured;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints the Insured makes about the Insurers; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Contact us at Landcover for more information about the Code or the Code Governance Committee.



Registered Office;
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Australia