
Annexure “C” Public & Products Liability –Endorsements 1 1st October 2023 (see quote and certificate for details of which endorsements apply)

AU 01 - Sub Contractors Extension

We agree to indemnify any subcontractor for their liability for Personal Injury and/or Property Damage (other than to property belonging to You) that is directly caused by their performance of work for You, but only to the extent that we would cover You for Your liability to a third party had it made a claim against You in respect of circumstances giving rise to the subcontractor’s liability.

PROVIDED ALWAYS THAT:

- a) the work performed by the subcontractor is part or all of the work that You have a contract to perform for a third party; and
- b) Our liability shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract to perform the work and the Limit of Liability regardless of the number of persons claiming to be indemnified; and
- c) where a subcontractor makes a claim under this Endorsement, Exclusion 3.12 Employer’s Liability shall apply so that the Insurer shall not provide indemnity for that subcontractor’s liability for Personal Injury to any person in the service of either:
 - (i) the Insured; or
 - (ii) that subcontractor.

We will not exercise our rights of subrogation under General Condition 5.14 Subrogation and Allocation of the Proceeds of Recoveries in respect of the subcontractor.

In all other respects this Policy remains unaltered.

CTR002 - Hazardous Premises Exclusions

We do not cover any liability directly or indirectly caused by, contributing to or arising from;

- a) steeples, blast furnaces, dams, canals, viaducts, bridges, or tunnels;
- b) towers, chimney shafts or stacks exceeding 10 metres in height;
- c) aircraft, airports, aerodromes, or launch facilities for spacecraft, rockets, missiles or satellites;
- d) ships, docks, piers, wharves, quays, breakwaters or sea or river walls or defensives;
- e) collieries, mines, chemical works, gas works, oil refineries; offshore rigs, platforms or installations; power stations; or bulk oil, petrol, gas or chemical storage tanks or chambers.

In all other respects this Policy remains unaltered.

CTR006 - Bonfire Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from any bonfire used for the burning of waste away from Your premises.

In all other respects this Policy remains unaltered.

CTR007 - Tree Felling and Lopping Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from;

- a) flame guns, or other flame apparatus, for the burning-off of plants, trees, shrubs, weeds or grass;
- b) explosives;
- c) for Property Damage to any property situated within one and a half times the height of any tree being felled; and
- d) the felling of any tree which is less than its own height in distance from any public road or footpath, unless the appropriate local authority has been notified and has provided its agreement to the closure of the section of road or footpath, which is in the vicinity of such tree during the course of felling.

In all other respects this Policy remains unaltered.

CTR010 - Height Limit

We do not cover any liability directly or indirectly caused by, contributing to or arising from work undertaken by You at a height greater than 20 metres from the surface of the ground or floor.

This height restriction shall be reduced to 6 metres where Your Business is involved in the installation, repair and/or maintenance of guttering.

In all other respects this Policy remains unaltered.

CTR026 - Personal Injury to Animals

We do not cover any liability directly or indirectly caused by, contributing to or arising from Personal Injury to animals.

In all other respects this Policy remains unaltered.

CTR030 - Plumbing Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from plumbing work.

In all other respects this Policy remains unaltered.

CTR031 - Tree Felling and Lopping Exclusion - Gardeners

We do not cover any liability directly or indirectly caused by, contributing to or arising from:

- a) flame guns, or other flame apparatus, for the burning-off of plants, trees, shrubs, weeds or grass;
- b) explosives;
- c) for Property Damage to any property situated within one and a half times the height of any tree being felled;
- d) felling or lopping of any tree or shrub at a height greater than 3 metres from the surface of the ground; and
- e) felling of any tree which is less than its own height in distance from any public road or footpath, unless the appropriate local authority has been notified and has provided its agreement to the closure of the section of road or footpath, which is in the vicinity of such tree during the course of felling.

In all other respects this Policy remains unaltered.

CTR032 - Hire Agreement Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from the hire or loan of plant and/or equipment to other parties where;

- a) there is no signed hire agreement; or
- b) the hire agreement document does not contain reference to the hirers acknowledgement that the Insured has given instruction on how to use the plant and/or equipment and safety procedures pertaining to the safe use of the plant and/or equipment or provided a user guide from the manufacturer of the plant and/or equipment to the hirer; and
- c) the plant and/or equipment is not maintained by the Insured in accordance with manufacturers specifications and maintenance procedures

In all other respects this Policy remains unaltered.

CTR033 - Care, Custody or Control Exclusion

Exclusion 3.18 is deleted in its entirety and replaced with the following.

3.18 Property in Your care, custody or control for Property Damage to property in Your physical or legal care, custody or control.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR035 - Underground Services Exclusion

We do not cover any liability arising out of or in any way connected with damage to underground services (including but not limited to water, gas, sewerage, sewage, fuel pipes, electric and telephone cables) or any underground property or structure for the purpose of storing, conveying transporting, transmitting, transporting, delivering of electricity, water, gas fuel, telecommunications media, signals, radio and other waves unless:

- a) prior to the commencement of work, You have inquired with the relevant authorities or owners of such services, property or structures as the exact location of such services, property or structures; and
- b) any cover provided by a) above, in this Exclusion, shall be limited to the cost of repair, replacement or reinstatement of such damaged services, property or structures and shall not extend to any consequential loss resulting therefrom.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR036 - Welding and Hotworks Endorsement

This endorsement varies the standard terms of your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject to the terms, Claims Conditions, General Conditions, Exclusions, Definitions and Limits of Liability of the Policy, unless otherwise stated below).

The following additional Exclusion will apply to this Policy.

Welding and Hot Works

We do not cover any liability arising out of or in any way connected with any electric, oxy-acetylene, laser or similar welding or cutting and spark producing equipment and allied processes by or on Your behalf unless such electric, oxy-acetylene, laser or similar welding or cutting and spark producing

equipment and allied processes work is conducted in compliance with the relevant current standards where the activities have taken place.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR037 - Participation Exclusion

We do not cover any liability arising out of or in any way connected with any Personal Injury to any individual arising out of the actual participation by that person in any sport, game, match, practice or trial forming part of the Business.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR038 - EMF Exclusion

We do not cover any liability arising out of or in any way connected with any exposure to or the presence of any electromagnetic field (EMF) or any electromagnetic radiation or any derivation or variation thereof.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR039 - Treatment Risk Exclusion

We do not cover any liability arising out of or in any way connected with the malpractice, treatment prescribed or administered, or the failure to prescribe or administer treatment, by You or any employee or agent of Yours and/or breach of duty owed in a professional capacity by You or by any person for whose actions You are responsible.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR040 - Total Communicable Disease Exclusion

We do not cover any liability directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by Communicable Disease.

This exclusion applies even if the claims against any Named Insured allege negligence or other wrongdoing in the:

- a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease
- b) Testing for a Communicable Disease;
- c) Failure to prevent the spread of a Communicable Disease; or
- d) Failure to report a Communicable Disease to authorities.

For the purpose of this Exclusion only, Communicable Disease means:

any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or are capable of inducing physical distress, illness or disease.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

CTR043 - Spray Drift Exclusion

We do not cover any liability arising out of or in any way connected with any chemical intentionally sprayed, applied or released by or on Your behalf where the chemicals sprayed, applied or released beyond the intended area to be effected.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY001 - Absolute Breach of Professional Duty (Total) Exclusion

Exclusion 3.6 is deleted in its entirety and replaced with the following.

3.6 Breach of Professional Duty (Total)

We do not cover any liability arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY003 - Absolute Motor Liability Exclusion

Exclusion 3.24 Vehicles is deleted in its entirety and replaced with the following.

3.24 Absolute Vehicle Liability Exclusion

for Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle.

In all other respects this Policy remains unaltered.

LBY016 - Rights of Recourse Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from Your Products which consist in whole or in part of any products, goods, components, materials or other items which have been supplied to You, where You have waived Your rights of recovery in law against the suppliers.

In all other respects this Policy remains unaltered.

LBY018 - Compliance of Imports with Safety and Quality Standard - Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from Your Products which have been imported by You from outside of the Commonwealth of Australia, unless You have examined each batch of products or goods within a consignment received by You to ensure its conformity with all safety and quality requirements of statutory and state regulations, directives, codes or legally required standards that are specific to products or goods of that type or to any component or material contained within that product.

In all other respects this Policy remains unaltered.

LBY019 - Hairdressing Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from hairdressing activities, except for cutting, dying, bleaching or perming.

In all other respects this Policy remains unaltered.

LBY023 - Abuse Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from Abuse. For the purpose of this Exclusion Abuse means:

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use;
- b) acts of forcing sexual activity, rape or molestation; and
- c) repeated or continuing contemptuous coarse or insulting words or behaviours.

In all other respects this Policy remains unaltered.

LBY030 - Cyber Liability Exclusion

We do not cover any liability arising out of or in any way connected with:

- a) any business conducted and/or transacted via the Internet, any intranet, any extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- b) any infringement of copyright and/or trademarks;
- c) an inability to access the Internet, any intranet, any extranet and/or electronic mail;
- d) any loss and/or damage caused by malicious computer programs.

In all other respects this Policy remains unaltered.

LBY032 - Manual Work Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from manual work.

In all other respects this Policy remains unaltered.

LBY043 - Loss of Horses / Ponies Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from Personal Injury or loss of ponies and horses.

In all other respects this Policy remains unaltered.

LBY049 - Libel and Slander Exclusion - Absolute

We do not cover any liability arising out of or in any way connected with any publication or utterance of libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of any right of privacy.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY051 - Efficacy Exclusion

We do not cover any liability arising out of or in any way connected with any failure of any Product to fulfil a particular purpose or intended function or meet a particular level of performance, where You have expressly or impliedly warranted or represented that the Product will fulfil such purpose or function (including, but not limited to, purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding Personal Injury or Property Damage) or meet such level of performance.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY057 - Products Liability - Exclusion of Imports

We do not cover any liability directly or indirectly caused by, contributing to or arising from Products, which have been imported into the Territorial Limits.

In all other respects this Policy remains unaltered.

LBY058 - Products Liability Exclusion

We do not cover any liability arising out of or in any way connected with Your Products or their use, or reliance upon a representation or warranty made at any time with respect to such Products.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY065 - Participant to Participant Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from Personal Injury caused by the acts and/or omissions of any participant towards another participant.

In all other respects this Policy remains unaltered.

LBY069 - Animal Contact and Interaction Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from direct physical contact with any animal or interaction between any animal and third parties where such direct physical contact/interaction is organised encouraged or allowable by You.

In all other respects this Policy remains unaltered.

LBY082 - Injury to Pets or Animals

We do not cover any liability directly or indirectly caused by, contributing to or arising from Personal Injury to pets or animals.

In all other respects this Policy remains unaltered.

LBY085 - Vehicles - Amended

3.24 Vehicles is deleted in its entirety and replaced with the following:

3.24 Vehicles

for Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

3.24.1 which is registered, or which is required under any legislation to be registered, or

3.24.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 3.24.1 and 3.24.2 shall not apply to:

3.24.3 Personal Injury where:

3.24.3.1 that compulsory liability insurance or statutory indemnity does not provide indemnity, and

3.24.3.2 the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

3.24.4 any Vehicle (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Worksite.

3.24.5 the delivery or collection of goods to or from any Vehicle.

3.24.6 the loading or unloading of any Vehicle.

3.24.7 any Vehicle temporarily in Your custody or control for the purpose of parking, testing and pick up or delivery directly to Your client.

3.24.8 Property Damage caused by or arising out of the movement of any Vehicle (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

The maximum amount payable under 3.24.7 of this extension is \$100,000 any one Occurrence. This limit forms part of the total limit of indemnity noted in the schedule, not in addition to.

In all other respects this Policy remains unaltered.

LBY086 - Treatment Risk Endorsement

Where, You are qualified for the activity You are performing in Covered Activities or any apprentice/trainee performing the activities in Covered Activities that is under the direct control and supervision of someone qualified to perform that activity and You have followed the requirements and precautions set out by the manufacturer of any product or equipment You use that meet all relevant Australian Standards. We will cover liability for Personal Injury and/or Property Damage arising from or in connection with Covered Activities.

For the purpose of this Endorsement, Covered Activities means:

- a) hair cutting, hair waving, hair curling, hair straightening, hair shampooing/conditioning, hair drying, hair dying or colouring, hair perming, hair tinting, hair extensions, hair bleaching or hair singeing;
- b) ear piercing, eyebrow piercing, nose piercing or navel piercing
- c) eyebrow plucking/tinting or shaping, eyelash tinting, fixing of false eyelashes;
- d) facial cleansing & application of non-permanent make up;
- e) mud masks or body wraps;
- f) face, scalp or body massage (excluding remedial massage therapy, chiropractic activities, or any manipulation or adjustment of the joints or the spine);
- g) the manicure and pedicure of nails;
- h) non-surgical podiatry procedures;
- i) body and facial waxing (provided wax is heated in thermostatically controlled containers);
- j) plucking, electrolysis; and other forms of epilation
- k) shaving;
- l) permanent make-up (cosmetic tattooing);
- m) spray tanning;
- n) aromatherapy;
- o) dermabrasion/microdermabrasion;
- p) chemical or acid peel less than 30% in strength;
- q) steam, spa; sauna treatment
- r) floating tanks;
- s) hot stone treatments;
- t) lymphatic drainage massage;
- u) IPL (Intense Pulsed Light), SPL (Square Pulsed Light), VPL (Variable Pulsed Light) treatments, endermologie, photo rejuvenation.

However, We do not cover any liability directly or indirectly caused by, contributing to or arising from Excluded Activities.

For the purpose of this Exclusion, Excluded Activities means:

- a) hair implant, transplant or restoration;
- b) body or facial piercing, other than ear lobe, eyebrow, nose or naval;

- c) permanent tattooing;
- d) colour implants to the eye
- e) any form of tattoo removal
- f) Chemical or acid peel greater than 30% in strength;
- g) use of a laser for any treatment other than epilation;
- h) any treatment or activity in respect of weight management or weight reduction;
- i) the use of any solarium, tanning machine or similar device;
- j) cosmetic enhancement or like process(es) that involves implantation or injection;
- k) any electrotherapy massage;
- l) Botox
- m) Remedial Massage
- n) Midwifery and or Obstetrics
- o) Acupuncture

In all other respects this Policy remains unaltered.

LBY089 - Building Inspection / Project Manager / Property Developer Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from;

- a) You acting in a role as a manager or supervisor (unless acting in a consulting role only) of a construction site, mine site, road development or infrastructure development;
- b) Your participation in supervision, direction or instruction of manual labour or activities
- c) Your responsibility regarding occupational health and safety when acting in a role as a manager or supervisor (unless acting in a consulting role only) at any construction site, mine site, road development or infrastructure development.

In all other respects this Policy remains unaltered.

LBY090 - Legionella Exclusion

We do not cover any liability arising out of or in any way connected with Legionnaires Disease or from exposure to any material (including Legionella bacterium) which may cause or contribute to the contraction of Legionnaires Disease.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.

LBY091 - Car Detailers Endorsement

We do not cover any liability directly or indirectly caused by, contributing to or arising from work undertaken by or on behalf of the Insured in, or in connection with:

- a) employees/ contractors/ sub-contractors &/or labour hire who do not hold valid Australian Drivers licenses
- b) employees/ contractors/ sub-contractors &/or labour hire who are not permanent residents of the Commonwealth of Australia.

In all other respects this Policy remains unaltered.

LBY092 - Market Stall Endorsement

We do not cover any liability directly or indirectly caused by, contributing to or arising from;

- a) mechanical & electrical goods;
- b) toys (including board games);
- c) adult toys;
- d) medicines, potions, beauty products, nail polish (excluding soap);
- e) hazardous, flammable or dangerous goods (excluding candles);
- f) products that have been dispensed or have been repackaged into smaller containers for retail sales, except where the original product dispensed has not been altered, mixed or blended with any other ingredients or products with clear product labelling of use and ingredients;
- g) products sold in containers exceeding 5 litres or 5 kilograms;
- h) explosive tools, fireworks, flammable liquid or bulk pool chemicals;
- i) products intended to be used in connection with the navigation of Vehicles, Aircraft or Watercraft;
- j) parts for Vehicles;
- k) medical equipment;
- l) guns and/or ammunition;
- m) model aircraft;
- n) knives, swords or spears (excluding cutlery);
- o) power tools;
- p) motorised vehicles;
- q) animal feed (excluding for domestic pets);
- r) gym equipment and bicycles;
- s) preparation of any body part for, or the application of, any tattoo or body piercing item;
- t) massage, chiropractic treatment or similar type treatment;
- u) fertilisers;
- v) tobacco products and nicotine replacements, personal vaporizers products;
- w) silicone and latex products;
- x) essential oils (which is to be used internally or directly on skin);
- y) vitamins, herbs, protein powders, nutraceuticals or any health and weight loss products; or any beauty treatments (excluding hair braiding, face painting using natural/nontoxic paints, henna painting)
- z) any alcohol products
- aa) children's toys
- bb) uncooked seafood (all other food – stallholder must hold a food handlers' certificate)

In all other respects this Policy remains unaltered.

LBY093 - Spray Painting Exclusion

We do not cover any liability directly or indirectly caused by, contributing to or arising from spray painting or spray coating activity.

In all other respects this Policy remains unaltered.

LBY095 - Silica Endorsement

We do not cover any liability arising out of or in any way connected with any inhalation or ingestion of, or exposure to silica in any form or loss of use of property due to the presence of silica in any form.

Other than as amended above, all other terms, exclusions and conditions of the Policy will continue to apply.