

# Policy Schedule

## Public and Products Liability Insurance

Policy Number:	LCL024928649
Insurer:	AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance
Policy Wording:	Vero General and Products Liability Insurance Policy V8145 25/10/23 A
Named Insured:	<p>Lincoln Place Pty Ltd;</p> <p>Aviva Communities Officer Pty Ltd ACN 611 211 584 ATF Aviva Communities Officer Trust ABN 45 416 978 145;</p> <p>Eden Fishermen's Recreation Club Ltd ACN 000 071 125;</p> <p>Eden SPV Pty Ltd ACN 632 684 587 ATF Eden Gardens SPV Trust ABN 84 782 757 235;</p> <p>Landlease Developments Officer Pty Limited ACN 657 354 580;</p> <p>LandLease Developments Pty Limited ACN 657 327 636;</p> <p>LandLease Management Company Pty Limited ACN 657 327 789;</p> <p>Lincoln Place Eden Sub Pty Ltd ACN 666 492 468;</p> <p>Lincoln Place MHE Pty Ltd ACN 632 672 676;</p> <p>Lincoln Place MHE Pty Ltd aft LP Brookhaven Village Sub Trust;</p> <p>Lincoln Place MHE Pty Ltd aft Portland Lifestyle Village Estate;</p> <p>Lincoln Place MHE Pty Ltd ATF LP Mudgee Sub Trust;</p> <p>Lincoln Place MHE Pty Ltd T/as Portland Lifestyle Village;</p> <p>Lincoln Place Operations Pty Ltd ACN 639 696 781;</p> <p>LP Bendigo Development Ltd ACN 646 609 243;</p> <p>LP Brookhaven Village Developments Pty Ltd ACN 654 685 917;</p> <p>Portland Lifestyle Village Pty Limited ACN 622 041 543 ATF the Portland Lifestyle Village Unit Trust;</p> <p>Spring LP Holdco Nambucca Pty Ltd ABN 72 653 523 92;</p> <p>Landlease Developments Officer Pty Limited ACN 657 354 580;</p> <p>Spring LP HoldCo Nambucca Pty Ltd ACN 653 523 927;</p> <p>Spring LP HoldCo Sub 2 Pty Ltd ACN 659 829 062;</p> <p>Spring LP HoldCo Sub Pty Ltd ACN 652 580 811;</p> <p>Spring LP Holdco Sub Pty Ltd, Spring LP T15 Pty Ltd as trustee for Spring LP Blue Gum Prop Trust;</p> <p>Spring LP HoldCo Sub Pty Ltd; Spring LP T18 Pty Ltd as trustee of the Spring LP Hunter Valley Prop Trust;</p> <p>Spring LP OpCo Pty Ltd ACN 652 576 620;</p> <p>Spring LP T10 Pty Ltd as trustee for the Spring LP Nambucca Heads Prop Trust ABN 61 825 171 680 (Property Owner) T/as Nambucca River Tourist Park;</p> <p>Spring LP T11 Pty Ltd as trustee for the Spring LP Nambucca Village Prop Trust ABN 42 515 003 969 (Property Owner) T/as Nambucca Heads Village and Tourist Park;</p> <p>Spring LP T12 Pty Ltd ACN 657 378 651 ATF Spring LP Bendigo Prop Trust ABN 72 922 363 624;</p> <p>Spring LP T16 Pty Ltd ACN 659 784 899 ATF Spring LP Cessnock Prop</p>

Trust ABN 74 328 934 175;

Spring LP T17 Pty Ltd ACN 659 785 798 ATF Spring LP Huntly Prop Trust  
ABN 40 316 960 020;

Spring LP T20 Pty Ltd ATF Spring LP Baranduda Prop Trust ;

Spring LP T3 Pty Ltd atf Spring LP Rosevale Prop Trust;

Spring LP T3 Pty Ltd ACN 652 578 222 ATF Spring LP Rosevale Prop Trust  
ABN 89 973 483 913 T/as Rosevale Village;

Spring LP T4 Pty Ltd ACN 652 578 311 Spring LP HoldCo Sub Pty Ltd ACN  
652 580 811; Spring LP T4 Pty Ltd ACN 652 578 311 T/as Sundown Villas;

Spring LP T4 Pty Ltd ACN 652 578 311 Spring LP HoldCo Sub Pty Ltd ACN  
652 580 811; Spring LP T4 Pty Ltd ACN 652 578 311 T/as Sundown Villas;

Spring LP T4 Pty Ltd atf Spring LP Sundown Prop Trust;

Spring LP T5 Pty Ltd atf Spring LP Tweed Shores Prop Trust;

Spring LP T5 Pty Ltd ACN 652 578 955 ATF Spring LP Tweed Shores Prop  
Trust ABN 37 469 370 913 T/as Tweed Shores;

Spring LP T6 Pty Ltd atf Spring LP Chinderah Lakes Prop Trust;

Spring LP T6 Pty Ltd ACN 652 578 651 ATF Spring LP Chinderah Lakes  
Prop Trust ABN 79 506 489 027 T/as Chinderah Lakes;

Spring LP OpCo Pty Ltd ACN 652 576 620;

Spring LP T7 Pty Ltd ACN 652 577 869 ATF Spring LP Silver Shores Prop  
Trust ABN 17 806 229 675 T/as Silver Shores Village;

Spring LP T8 Pty Ltd ATF Spring LP Gulmarrad Prop Trust;

Spring LP T9 Pty Ltd ACN 653 452 325 ATF Spring LP Griffith Prop Trust;

Summer LP T3 Pty limited As Trustee for the Summer LP Eagle Point Prop  
Trust;

Summer LP T4 Pty limited As Trustee for the Summer LP Sanctum Prop  
Trust;

The Trustee for LP Brookhaven Village Sub Trust T/as Brookhaven Village;

Business: Property owners, developers and operators of Over 50s lifestyle estate /  
housing, and guest accommodation / tourism

Period of Insurance: From 4.00pm on 20/11/2024 to 4.00pm on 20/11/2025

Times are Local Standard Time (LST)

Limit of Liability:

General / Public Liability	\$20,000,000 any one Occurrence
Products Liability	\$20,000,000 in the aggregate during any one Period of Insurance in respect of claims arising from Products.

Sub-limit of Liability (coverage as detailed in the policy wording / endorsements):

Care, Custody and Control	\$500,000
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or as otherwise specified in any endorsement attaching to this Schedule

Deductible / Excess:

Property Damage	\$2,500
Care, Custody and Control	\$2,500
Personal Injury	\$2,500
North American Exports	Not Insured
Personal Injury to Contractors/Subcontractors	\$25,000
Personal Injury to Labour Hire Personnel	\$25,000

or as otherwise specified in any endorsement attaching to this Schedule

Premium: Premium as Agreed

## Endorsements

The following Endorsements apply to your policy. Capitalised words used in the Endorsements have the same meaning given to them in the policy wording unless they are defined differently in an Endorsement. If they are defined differently in an Endorsement that definition only applies to that Endorsement.

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### Molestation Exclusion - S08

The following is added to part 3. 'What we Exclude':

Personal Injury directly or indirectly caused by, arising from or in connection with actual, threatened or perceived sexual assault, sexual harassment or molestation.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

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### Contractor, Sub-Contractor or Labour Hire Personnel Definitions - S39

The following are added to part 1, 'Definitions':

#### **"Contractor, Sub-Contractor or Labour Hire Personnel"**

**"Contractor"** means An individual, partnership or company which provides goods or services to You under terms specified in a contract or agreement.

**"Sub- Contractor"** means An individual, partnership or company which provides goods or services to a Contractor under terms specified in a contract or agreement.

**"Labour Hire Personnel"** means Any person engaged in any aspect of Your Business whilst employed by an employment agency, placement agency, labour hire company or any other company or person whose business is or includes the supply and/or provision of labour only.

For the purposes of the application of Excess, the above definitions do not include persons who are engaged to perform office, administrative, and/or sales tasks, and who do not perform manual or physical labour.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

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### Infectious or Contagious Disease Exclusion

Notwithstanding any provision to the contrary, We do not cover any liability arising directly or indirectly out of, contributed to by or in connection with:

1. highly pathogenic avian influenza in humans; or
2. any Listed Human Disease or Human Biosecurity Emergency as defined in or declared under the *Biosecurity Act 2015* (Cth).

A reference to the *Biosecurity Act 2015* (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

Subject otherwise to the terms, General Conditions, Claims conditions and exclusions of the Policy.

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### Breach of Professional Duty – Total Exclusion - S17a

Exclusion 3.5 of part 3 'What we Exclude' is deleted and replaced by the following:

#### 3.5 Breach of Professional Duty

arising from 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.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

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## **Aircraft, Watercraft Endorsement - S80d**

Exclusion **3.2 Aircraft, hovercraft or watercraft** is deleted and replaced with the following:

### **3.2 Aircraft, hovercraft or watercraft**

for Personal Injury and/or Property Damage arising from:

- a. the ownership, maintenance, operation or use by You of any Aircraft.

Provided that (a) above shall not apply with regard to claims arising out of the ownership, maintenance, operation or use of Drones in Australia subject to:

- i. the operator (where required by law) holding a valid Remotely Piloted Aircraft Operators Certificate as issued by CASA and compliance with the terms and conditions of such Certificate; and/or
- ii. the controller (where required by law) holding a valid Remote Pilot Licence or accreditation as issued by CASA and compliance with the terms and conditions of such Licence or accreditation; or
- iii. compliance with Standard RPA Operating Conditions and CASA notification (where required by law) in respect of Drones classified as Excluded RPA.

- b. the ownership, operation or use by You of any Watercraft or Hovercraft exceeding fifteen (15) metres in length, whilst such Watercraft or Hovercraft is on, in or under water.

Provided that (b) above shall not apply with regard to claims arising out of:

- i. Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable.
- ii. Hovercraft owned and operated by others and used by You for business entertainment.
- iii. Watercraft owned by others and used by You for business entertainment.
- iv. hand propelled or sailing craft exceeding fifteen (15) metres in length, whilst such craft is in territorial waters.

### **Additional Exclusion in respect of Drones**

We do not cover any liability directly or indirectly caused by or arising from or in connection with:

- a. the ownership, maintenance, operation or use of Drones for military or law enforcement purposes;
- b. the ownership, maintenance, operation or use of Drones where You provide Drone services for remuneration as part of Your Business;
- c. the ownership, maintenance, operation or use of Drones carrying a payload other than fixed photographic, video, surveillance, measuring or monitoring equipment;
- d. the ownership, maintenance, operation or use of jet propelled Drones;
- e. the operation or use of Drones outside the operator's Visual Line of Sight;
- f. the ownership, maintenance, operation or use of Drones with a maximum take-off weight greater than 10kg;
- g. the operation or use of Your Drone Products;
- h. breach of privacy law resulting from the operation or use of Drones; or
- i. non-compliance with any of the Civil Aviation Safety Regulations 1998 (Part 101). A reference to Civil Aviation Safety Regulations 1998 (Part 101) includes any amendment, replacement, re-enactment or successor legislation.

### **Additional Definitions**

For the purpose of coverage provided in this endorsement:

**"CASA"** means Civil Aviation Safety Authority as specified under Section 8 of the Civil Aviation Act 1988 (Cth).

**"Drone"** means remotely piloted aircraft (other than fireworks, rockets, balloons or kites) used in connection with the Business that are required to be registered under the Civil Aviation Safety Regulations 1988 (Cth).

**"Excluded RPA"** has the meaning given in Civil Aviation Safety Regulations 1998 (Cth) (as amended).

**"Standard RPA Operating Conditions"** has the meaning given in Civil Aviation Safety Regulations 1998 (Cth) (as amended).

**“Visual Line of Sight”** has the meaning given in Civil Aviation Safety Regulations 1998 (as amended).

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy.

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### **Construction and Building Works Exclusion - S25a**

The following is added to part 3. 'What we Exclude':

for Personal Injury or Property Damage directly or indirectly caused by, arising from or in connection with any work involving construction by or on behalf of the Insured or any associated project management activity associated therewith.

Subject otherwise to the terms, General Conditions, Claims Conditions and exclusions of the Policy