

Exclusions

Updated 30/06/2025

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

Advertising Liability

- a) any failure of performance of contract but this Exclusion 3.1 a) does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;
- b) any infringement of trademark, service mark or trade name, but this shall not relate to titles or slogans;
- c) any incorrect description of any good or product (including any Product);
- d) any mistake in advertised price.

Aircraft

the ownership, operation or navigation of any Aircraft or hovercraft.

Aircraft Products

any Product that is incorporated with the Insured's knowledge in an Aircraft which is connected with the safety, propulsion, navigation or flying capabilities of an Aircraft.

Asbestos

asbestos or materials containing asbestos.

Contractual Liability

liability assumed under any contract, agreement or warranty except to the extent that such liability would have been implied by law in the absence of such contract, agreement or warranty.

Employment Liability:

- a) any liability in respect of which the Insured is or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been affected.
- b) any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.
- c) any Employment Practices.

Fines, Penalties and Damages

finer, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

Loss of Use

loss of use of tangible property, which has not been physically damaged or destroyed, resulting from:

- a) a delay in or lack of performance by or on behalf of the Insured in respect of any contract or agreement; or
- b) the failure of a Product or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured; but this Exclusion 3.8(b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by or on behalf of the Insured after the Product or work has been put to its intended use by any person or organization other than the Insured.

Pollutants

- a) the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralizing or cleaning up Pollutants; or
- b) the cost of preventing the escape of Pollutants.

Product Defect

Property Damage to:

- a) any Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof however this Exclusion shall not apply to Personal Injury or Property Damage resulting therefrom; or
- b) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Insured or on the Insured's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this Exclusion 3.10 b) does not apply to Property Damage resulting from such work.

Product Guarantee

any product guarantee or warranty given by or on behalf of the Insured, but this Exclusion 3.11 does not apply to legislative requirements concerning product safety and information.

Product Recall

the withdrawal, recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or work completed by or for the Insured and/or the withdrawal or recall of any property of which such Products form a part.

Professional Liability

the rendering of or failure to render professional advice or service by the Insured, but this Exclusion 3.13 only applies to:

- a) the rendering of or failure to render medical advice or service by qualified medical practitioners, dentists, nurses and first aid attendants employed by the Insured, but this does not apply to the provision of first aid on the Insured's premises; or
- b) professional advice or service given for a fee.

Property in the Insured's Care, Custody or Control

Property Damage to property owned by the Insured or in the Insured's care custody or control.

Radioactivity

ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations [in addition to EU, UN and national sanctions restrictions] which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Terrorism

any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Vehicles

the use of any Vehicle owned by, or in the physical or legal control of the Insured:

- a) which is required by law to be registered; or
- b) in respect of which insurance is required by virtue of any legislation but this Exclusion 3.18 does not apply to:
 - i. a Vehicle (other than a Vehicle owned or used by or on behalf of the Insured) whilst that Vehicle is in a car park owned or operated by the Insured other than for income or reward as a car park operator; or

- ii. Personal Injury or Property Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to the Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability; or
- iii. Personal Injury or Property Damage caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any Vehicle and where applicable legislation does not require insurance against such liability; or
- iv. Personal Injury where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to Vehicles; or
- v. accidental or erroneous failure to maintain such statutory insurance.

War

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Watercraft

the ownership, operation or navigation of any Watercraft exceeding 15 meters in length while on, in or under the water. However, this Exclusion 3.20 will not apply to Watercraft not owned or operated by the Insured but used by the Insured for business entertainment purposes.

Bushfire

This Policy does not indemnify the Insured or any other person for any liability directly or indirectly caused by, arising out of or connected with a bushfire or grassfire.
In all other respects this Policy remains unaltered.

Cyber and Data Breach

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

Data Risk

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

Cyber

- i. unauthorised access (including access by Malware) to;
 - ii. the presence of Malware on;
 - iii. the spread of Malware by;
 - iv. the unauthorised use of;
 - v. the malicious use of; or
 - vi. malicious interference with (including, but not limited to, a distributed denial of service attack against);
- any Computer System:
- a) owned, operated, controlled, leased or used by or on behalf of the Insured; or
 - b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured

For the purposes of this exclusion only:

Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

Medical Malpractice

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any malpractice, error, or act or failure to act committed in the rendering of professional services or advice by any medical doctor, resident, intern or other person or organization under contract or agreement with the Insured to administer, review, oversee, direct, conduct, consult on, or perform services.

Molestation Abuse and Harassment

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with 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
- c) repeated or continuing contemptuous coarse or insulting words or behaviors

In all other respects this Policy remains unaltered.

Professional Indemnity

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the rendering of or failure to render professional advice or service by the Insured or any error or failure to act connected with the rendering of or failure to render professional advice or service by the Insured.

Silica

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

- a) any inhalation of, ingestion of, or exposure to silica in any form; or
- b) loss of use of property due to the presence of silica in any form.

High Risk Activities (Specified Activities)

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

- a) any subcontracting within the platform of non-registered Tasker(s)
- b) any construction work which involves the structural integrity of a building or structure
- c) any sexual/escort services
- d) any medical treatment risk
- e) any water activities

Total Communicable Disease

This Policy does not indemnify the Insured or any third-party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with Communicable Disease.

This exclusion applies even if the claims against any 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 is capable of inducing physical distress, illness or disease.

Underground Services

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any 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, the Insured has inquired with the relevant authorities or owners of such services, property or structures as to 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 will not extend to any consequential loss resulting therefrom.

Welding and Hot Works

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, 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 behalf of the Insured 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.

Known Circumstances

Claim made against the Insured prior to the commencement of the Policy Period

Claim or Circumstances notified, in whole or in part, to Chubb or any other insurer prior to the commencement of the Policy Period; or

Claim or Circumstances of which the Insured was aware or ought reasonably to have been aware prior to the commencement of the Policy Period.

Tasks Not Booked Under the Platform (Definition of Insured)

This policy intends only to provide cover for any 'Tasker' being:

"Registered person/s who has booked, logged, performed, completed and accepted the registered task via the Airtasker platform"

Cover will not be provided for any subcontracting within the platform of non-registered Tasker(s).

Certain Errors & Omissions

any Claim made or threatened or in any way intimated against the Insured prior to the commencement of the effective date of this Endorsement.

- any matter notified in whole or in part to Chubb or any other insurer before the effective date of this Endorsement.
- any Claim arising from circumstances existing prior to the effective date of this Endorsement and which the Insured knew or ought reasonably to have known were likely to give rise to a Claim against the Insured.
- any alleged or actual breach of a duty owed in the capacity of a director, secretary or officer of a body corporate.
- the issuance by an Insured of any prospectus or any other form of public offering.
- the insolvency, bankruptcy or liquidation of an Insured.
- any failure or omission to effect or maintain insurance.
- any liability assumed under a contract or agreement unless such liability would otherwise exist at law in the absence of the contract or agreement.
- any Claim brought or maintained by or on behalf of:
 - o any Insured or parent company of any Insured; or
 - o any entity within the same group of companies as the Insured.

Professional Advice

the rendering of or failure to render professional advice or service given for a fee.