

# Commercial Boat Insurance Policy

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Policy Document



**CLUB MARINE**  
INSURANCE

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THIS POLICY WORDING IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT BEFORE YOU APPLY FOR COVER

## INTRODUCTION

### About Your Commercial Boat Insurance Policy

By way of summary only, this Commercial Boat Insurance Policy is divided into a number of separate covers:

#### **Section 1 – Accidental Loss or Damage to Your Boat**

This section covers Accidental Loss or Damage that can occur to Your insured Boat and certain other property when on or used on it. You may select for Your Boat to be insured on either an Agreed Value or Market Value basis. This determines the way in which a claim for Total Loss or Constructive Total Loss is managed and settled.

If Your Boat is insured for Market Value, the amount We pay may be less than the Sum Insured shown on the schedule, being determined with reference to the actual value of Your Boat to which the Total Loss or Constructive Total Loss relates immediately prior to the loss. The Sum Insured, in this case, is a maximum amount only.

If Your Boat is insured for Agreed Value then the amount We pay will be based on the value of the Boat to which the Total Loss or Constructive Total Loss relates as agreed between You and Us at the time the Policy is taken out, renewed or updated.

We will only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

(SEE THE SECTION FOR COMPLETE WORDING, DETAILS AND LIMITATIONS)

#### **Section 2 – Liability to Other People**

This section covers Your (and certain other persons) legal liability to pay compensation for death or bodily injury to any person other than You or Your Crew including paying passengers and/or loss or Damage to other people's property. It also covers You for certain legal costs and expenses.

(SEE THE SECTION FOR COMPLETE WORDING, DETAILS AND LIMITATIONS)

### **Section 3 - Bodily Injury to the Named Insured**

This section covers the Named Insureds up to the sums insured for specified Injuries.

(SEE THE SECTION FOR COMPLETE WORDING, DETAILS AND LIMITATIONS)

*Important Note – The above is a basic summary only and You must read Your Policy to ensure You understand the important limits, conditions and exclusions that apply to each type of cover and options available. Please read each Section carefully, as well as the conditions and exclusions, to ensure You have the cover You need.*

*Cover is only provided where the relevant event incident or event that results in a claim under the Policy occurs during the Period of Insurance and within the Geographic Limits (where applicable).*

*You are not automatically insured under each section. You are only covered for the sections that are specified as applicable in the Schedule.*

*The above summary and any headings in this document are only descriptive and do not form part of Our agreement.*

*Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.*

### **No Workers Compensation cover**

This Policy does not include workers compensation cover.

Such cover is compulsory for employers and You should arrange separate insurance.

### **About Club Marine and Allianz**

This insurance is provided by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (Allianz) GPO Box 9870 Melbourne VIC 3000. Club Marine Limited AFS Licence No 236916 ABN 12 007 588 347 (Club Marine) and its authorised representatives act as an agent of Allianz in arranging and entering into the Policy.

### **Our Agreement (Your Policy)**

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of “You” for details of who is covered by this

term). Our agreement with You (Your Policy) is set out in:

- this Policy wording;
- Your application for insurance;
- the most recent Schedule We issue to You, which shows the terms and conditions that apply specifically to You, such as the Excesses that apply, the maximum speed of Your insured Boat and any Geographic Limits; and
- any written endorsements We issue amending the terms of the cover.

They make up Your Policy with Us and should be read together. It is important that You keep them in a safe place.

*Make sure You read, retain and understand this Policy wording, in particular Your duty of disclosure which You must meet before You enter into Your Policy with Us and on any variation, extension, reinstatement or renewal (See the Other information section of this Policy wording). When You enter into the Policy You confirm and warrant that You have read or will read the Policy documents when provided to You. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the period of insurance, will become the current Schedule, which You should carefully read and retain. If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under Your Policy in respect of a claim to the extent Our interests are prejudiced by Your failure to comply with the duty of disclosure, or We may cancel Your Policy.*

*If Your Policy does not meet Your requirements or if You would like Us to explain anything, please contact Club Marine or Your insurance broker.*

*We reserve the right to change the terms of this insurance where permitted to do so by law.*

### **Applying for cover**

To apply for this insurance You must complete Our application form and send it to Us. Depending on the information You provide in Your application, We may ask You for further information. When completing the application or providing Us with additional information in relation to Your application, You must comply with Your duty of disclosure. For details of this duty refer to

‘Your Duty of Disclosure’ on page 51 of this document.

Where We agree to provide cover We will issue You with a Schedule which sets out:

- The Period of Insurance;
- Your Premium;
- The covered Boat(s);
- Details of Your Commercial Boat operations and use;
- The limits for Sections 1, 2 and 3 and any other limits applicable to particular types of claim not specified in this document;
- The Excesses that will apply to You or others; and
- Any variation to the standard terms.

Where We have agreed to cover You, We will insure You for the cover(s) specified on the Schedule for the Period of Insurance on the basis:

- that You have paid, or agreed to pay Us the Premium for the cover(s) You selected when You applied for this insurance and which the Schedule indicates are in force;
- of the verbal and/or written information provided by You which You gave having been advised of Your duty of disclosure either verbally or in writing. If You failed to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim to the extent Our interests are prejudiced by Your failure to comply with the duty of disclosure and/or We may cancel Your Policy. If You have told Us something which is fraudulent, We also have the option of avoiding Your Policy from its beginning.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure under the heading ‘Your Duty of Disclosure’ on page 51.

The Premium We charge You is based on a number of factors including Your risk profile (e.g. where Your Boat is located, the type of Boat being insured, its usage and its value, passenger numbers (where applicable) and Your insurance history etc.). It includes any amounts that take into account Our actual or estimated obligation to pay any relevant compulsory Government charges (eg Stamp Duty and GST and Fire

Services Levy where applicable) in relation to Your Policy as well as other additional charges We tell You about. We will tell You, when You apply, what Premium is payable, when it needs to be paid and how it can be paid. Additional charges may apply if You pay Your Premium by instalments. Special conditions also apply to instalment payments – see the General Conditions section of this document for details.

## Receiving Your policy documents

You may choose to receive Your policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that You choose to receive Your documents electronically, We will send them to the email address that You provide Us, not Your mailing address. Any documents sent by email will be considered to have been received by You 24 hours from the time We sent them to Your email address.

If You do not tell Us to send Your documents to You electronically, then We will send them to You by post to the mailing address that You have provided Us.

It is Your responsibility to make sure that both the email and mailing address You have provided Us are up to date. This means You need to let Us know if You change Your email or mailing address as soon as reasonably possible.

## Phoning for assistance and confirmation of cover

To confirm any Policy transaction or clarify any of the information contained in this Policy wording, or if You have any other queries, please use the contact details on the back cover. If You used an insurance broker check if they can help You first.

## Cooling off period

You can ask us to cancel Your Policy within 14 days from:

- the date We issued You a new Policy; and
- the start date of a policy that You have renewed and in either of these situations, provided You have not made a claim or an event has not occurred that could give rise to a claim on Your Policy, We will refund Your premium.

We may deduct from Your refund amount any government taxes or duties We cannot recover.

In addition to Your 14 day cooling off period You have cancellation rights (see Cancellation rights on page 38 for full details of Your cancellation rights).

## Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the sum insured amounts to ensure that the levels of cover are appropriate for You or if You are insuring for Agreed Value, the full replacement value of Your Boat, to ensure that You are properly covered in the event of a major loss.

Please note that You need to comply with Your Duty of Disclosure before each renewal.

## Paying Your premium

You must pay Your premium on time. You can pay Your premium as a:

- lump sum annually; or
- in monthly instalments by direct debit from a bank account or credit card You nominate.

## What happens if You don't pay Your premium on time

You need to pay Your annual premium or instalments by the due date. If You do not pay Your Premium by the due date, Your Policy will be cancelled by sending You a notice advising You of cancellation, effective 14 days from the date of the notice, and You may not be able to make a claim. Special conditions apply for instalment billing - see Non Payment of Premium by Instalments- Right to refuse a claim on page 36

# MEANING OF IMPORTANT WORDS

To understand this Policy, You need to know what We mean by certain terms. We explain the meaning We give these important terms below:

**“Accident”** means an unforeseen and unintended happening.

**“Accidental Loss or Damage”** means physical loss and/or Damage which occurs by Accident, including theft. Accidental Damage does not include any Damage or loss deliberately caused by You, the Boat owners or managers or with the knowledge of the Boat owners or managers.

**“Agreed Value”** means the amount specified in the Schedule as the value of the Boat(s) insured. This amount is agreed by both You and Us in writing and valid until the next renewal date.

**‘Boat’** means the insured Boat described in the policy schedule; including each of Your Insured Components or a Replacement Boat with a maximum designed speed not exceeding 50 knots (unless otherwise agreed and specified in the Schedule) which is used for payment or reward.

In the case of two or more crafts being named in the Schedule, each craft is deemed to be separately insured.

**“Boat Tender”** means Your insured Boat's tender or dinghy which is carried on deck and the tender or dinghy's motor, provided You own it, it is used to service Your insured Boat and is not more than four metres in length or a personal water craft.

**“Computer Technology”** includes but is not limited to, any or any combination or part of data, computer hardware, operating system, application, software and computer chip including microprocessor chip or embedded control logic and irrespective of by whom it is owned or operated.

**“Crew”** means any person including the skipper working on board the Boat as an employee.

**“Damage”** means any form of physical harm to the Boat.

**“Depreciation”** means the reduction in value of the Boat or other property over time as a result of age, condition and normal wear and tear.

**“Diving Equipment”** means recognised and commercially manufactured sports diving equipment including masks, snorkels, tanks, regulators, buoyancy compensation devices, fins and flippers, wet and dry suits, pumps, compressors and other similar equipment used for the purpose of recreational/sport diving owned by You.

**“Endorsement”** means documentary evidence of an amendment to this Policy or the Schedule which forms part of the Policy.

**“Equipment and Accessories”** means safety equipment that meets statutory or other legal requirements and any other equipment. This includes Boat canopies, Fishing Gear (but not fishing tackle), Water Ski Equipment and wakeboarding Equipment, Diving Equipment, Tools and air docks/berths upon application with nominated value and agreed to by You and Us in writing. It excludes Personal Effects and anything not owned by You unless You advise Us and We agree to extend cover in writing.

**“Excess”** means the amount shown on the Schedule which You must first pay when You make a claim under Your Policy (see Claims Conditions Section for more details on Excess payments). Where an Excess is expressed as a specified sum it means the amount specified. Where the Excess is expressed as a percentage it means the monetary equivalent of such percentage of each loss. Where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each separate occurrence.

No Excess is applicable to Third Party Injury claims under Section 2 and Section 3 of the Policy.

**“Fishing Gear”** means rods & reels (but not fishing tackle) used solely for the purpose of recreational/sport fishing and which is owned by You.

**“Geographic Limits”** means:

- all waters up to 250NM off the Australian mainland and Tasmania or the New Zealand North and South Islands where Your Commercial Boat operation is in New Zealand, unless otherwise restricted or noted on the Schedule and subject always to Your Boat operating within any statutory limitations on area of operation noted in Your commercial registration or licence to operate; and
- On land in storage or in transit on its own trailer within either Australia or New Zealand depending on the normal location of Your Boat.

**“Hull”** means structure of Your insured Boat including deck, cabin, superstructure, fixtures and fittings on or below the deck that are not normally removable and normally sold with the Boat.

**“Injured”** or **“Injury”** means bodily injury caused solely and directly by Accidental, violent, external and visible means, including exposure to the elements caused by them.

**“Insured Components”** means:

- Hull(s)
- Motor(s)
- Trailer
- Equipment & Accessories;
- Boat tender; and
- Personal Effects but only when on the insured Boat or the Boat Tender.

**“Insured Value”** means the amount specified in the most recently dated Schedule as being the value of the Boat(s) insured.

**“Latent Defect”** means any flaw in the material used in the construction of the Hull and superstructure, Motor(s)/ Machinery, Masts, Spars, Rigging and Sails of the Boat that is not known to You and is not discoverable by a competent tradesperson carrying out a normal inspection.

**“Legal Liability/Legally Liable”** means Your responsibility in law arising out of the storage or use of the Boat to pay compensation for death or Injury or Damage to the property of other people, excluding any property owned by or in Your physical or legal control.



**“Limit of Indemnity”** means the monetary limits specified in the Schedule. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

**“Market Value”** means the sale value of the Boat immediately prior to the claimed loss or Damage taking into account the condition and location of the Boat. Your Boat(s) is/are insured on a Market Value basis unless We have agreed to insure it/them for Agreed Value.

**“Masts, Spars, Rigging and Sails”** means the masts, booms, fittings, spinnaker poles, standing and running rigging and sails of Your insured Boat.

**“Moorings”** means the structure and equipment, not being part of the Boat, used to secure a moored Boat at a marina, yacht club, wharf, jetty, pier or location when not navigating.

**“Motor(s)”/“Machinery”** means inboard and/or outboard motors, stern drive units, jet units, gear boxes, propellers, shafts, skegs, fuel tanks and lines, wiring harness and instruments, fixed generators and refrigeration machinery including ancillaries necessary for the operation of the refrigeration machinery.

It also includes Machinery and apparatus not owned by You but installed for use on the Boat and for which You have assumed liability but Our liability under this Policy will not exceed the contractual liability You have for such equipment, Machinery or apparatus and provided the Machinery or apparatus installed on the Boat and not owned by You is included in the Sum Insured for the Boat(s).

**“Net Income”** means Your total earnings reflecting gross revenue less average Running Costs, depreciation, interest, taxes and other expenses during the previous 12 months for the period during which the gross revenue accrued.

**“Period of Insurance”** means the period of insurance shown on the Schedule, subject to prior termination in accordance with the Policy.

**“Personal Effects”/“Personal Property”** means clothing and personal accessories, waterproof gear, shoes, hygiene items, food and drink and its containers (including thermos flasks, eskies and mobile fridges), cameras and personal entertainment equipment (e.g. DVD/CD players, iPods or MP3 players).

Personal Effects/Property does not include: money or any negotiable documents/documents that represent money, credit cards, watches and jewellery, spectacles, sunglasses, mobile phones, pagers, laptop computers or PDAs/tablets, mobile GPS units, compact discs, audio or video tapes, precious metals or stones.

**“Policy”** means Our agreement with You, including this Policy wording, Your application for insurance and the Schedule as well as any endorsements We issue in writing.

**“Premium”** means the Premium specified in the current Schedule and any Endorsement Premium plus any applicable government charges which may change the standard cover.

**“Recovery/Detention”** means loss or Damage to Your Boat and reasonable legal expenses incurred in the release of Your Boat following impounding, arrest, detention, confiscation or similar act by any Government as a result of any act committed without Your knowledge by a charterer, or crew member.

**“Removal of Wreck Costs”** means costs incurred by You by order of government or local authority (or for which You become legally liable) associated with the raising, recovery and disposal of the wreck of a Boat following an insured event.

**“Repairers Negligence”** means loss or Damage to Your Boat caused by the negligence of any repairer engaged by Us to repair Your Boat in relation to a previous claim on Your Policy. This does not include cover for Section 2 of the Policy (Liability to Other People).

**“Replacement Boat”** means a boat purchased by You to replace the insured Boat described on the Schedule, which has been notified to Us within 14 days of its purchase and agreed to be covered by Us in accordance with Your Policy.

**Running Costs** means direct costs related to keeping the Boat operating, based on the average direct costs during the 12 months prior to the loss or Damage to the Boat.

**“Salvage”** has a dual meaning which is either what is left of the Boat after it has suffered loss or Damage, or the physical act of recovering a Boat which has been lost or Damaged, but where it has a residual commercial value.

**“Salvage Charges/Precautionary Measures/Emergency Assistance”** means reasonable charges and expenses incurred by You in preventing or minimising any loss or Damage covered by Section 1 of Your Policy. Such charges are paid in excess of any payment for the loss or Damage to Your Boat and are not limited by the sum insured.

**“Schedule”** means the schedule in respect of Your Policy which We have most recently given to You or sent to Your last known address. The Schedule specifies important information about Your Policy and risk including the Policy number, Geographical Area of operations, the details of the Boat(s), the Insured Value, Limit of Liability and any Excess payable.

**“Seaworthy”** means the Boat is reasonably fit in all respects, including the Hull, Motor(s)/Machinery, Equipment and Accessories during operation or at mooring to encounter the ordinary perils of protected waters, inland waters, rivers or lakes, the sea and ports.

**“Social Yacht Racing”** means yacht racing which does not include the use of spinnakers and/or extras, and not exceeding a distance of 25 nm measured by the most direct route of the course, within the Geographical Limits of the Policy.

**“Theft”** means a claim resulting from someone taking Your Boat or Insured Components without Your knowledge, consent or agreement with the intention of depriving You of them.

**“Tools”** means tools kept permanently on Your insured boat for emergency, maintenance and breakdown purposes.

**“Total Loss”** means:

(a) In respect of the Boat - irretrievable loss of Your entire Boat. A boat is also considered to be a Total Loss (Constructive Total Loss) in circumstances where, following insured damage, Your Boat is, in Our opinion, uneconomical to repair or requires repairs costing more than the Agreed Value or Market Value of Your Boat (whichever applicable).

(b) In respect of an individual component of the Boat (i.e. Hull, Motor, Mast Spars Rigging and Sails, Equipment and Accessories, Personal Effects, Boat Tender or Trailer) - irretrievable loss of the claimed item(s). The lost or damaged item will also be considered to be a Total Loss (Constructive Total Loss) in circumstances where, following insured damage, the item is, in Our opinion, uneconomical to repair or requires repairs costing more than the Market Value of the claimed item or the sum insured for that item (where specified).

**“Trailer”** means the trailer noted as covered in the Schedule and its winch including power winch.

**“Usage”** means the commercial operations which Your Boat(s) is/are normally engaged as You have declared to Us. This automatically includes voluntary rescue work and incidental private use by You or Your authorised employees. Regardless of declared Usage, We do not cover You under this Policy in respect of any liability associated with business activities other than the operation of the Boat itself including:

- any underwater activity (diving);
- any construction activity (e.g. pile driving/dredging);
- sports participation (skiing, aquaplaning etc) or tourist in-water activities.

**“Vermin”** means small animals, marine or fresh water life, insects, termites, larvae, white ants, grubs, borers, birds or any other animal life that is troublesome to humans or destructive to man-made objects (including boats).

**“Water Ski Equipment”** means any commercially manufactured water ski equipment owned by You.

**“Warranty(ies)”** means You will undertake that some particular thing shall or shall not be done or that some conditions shall be fulfilled or that You affirm or negative the existence of a particular state of facts. The Warranty may be express or implied.

**“We”, “Us” and “Our”** means Allianz Australia Insurance Limited (ABN 15 000 122 850 , GPO Box 9870 Melbourne VIC 3000 (the insurer of Your Policy), through its agent Club Marine Limited ABN 12 007 588

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**“You”, “Your” or “The Named Insured(s)”** means the person or persons/company named on the Schedule. We only cover those parties shown in the Schedule unless otherwise stated in the Policy as being a person or entity entitled to cover. You must therefore inform Us of the interests of all third parties (e.g. financiers or lessors) to be covered by this Policy.

Where You are comprised of more than one entity, the term “You” will apply to each entity in the same manner as though a separate Policy had been issued to each entity, but any act, omission, statement or claim by any one of the insured people has the same effect as an act, omission, statement or claim by all of those people and may adversely affect the rights of another person insured under the Policy. Further, Our Limit Of Liability and Our liability to make supplementary payments under this Policy will apply as though there were not separate policies issued to each entity and shall not exceed the Sum Insured specified in the Schedule or the applicable Policy sublimit as expressed in this Policy wording where applicable.

## POLICY SECTIONS

Please note that the following covers are subject to the general conditions, general exclusions and the claims requirements in this wording as well as the other terms of Your Policy.

### Section 1 – Accidental Loss or Damage to Your Boat

#### What We Cover

We will cover You for Accidental Loss or Damage to Your Boat or Theft of Your Boat (or Insured Components of Your Boat) which occurs during the Period of Insurance:

- within the Geographic Limits;
- whilst Your Boat is in transit on its own Trailer, provided Your Boat is designed to be towed on the Trailer and all statutes and laws regarding the towing of Your Boat on the Trailer are complied with; and
- whilst being transported by a professional road haulier providing You have advised Us beforehand and We have agreed to extend the cover in writing. Cover may be extended provided that You agree to a variation to Your standard Excess and pay any additional Premium required by Us for the extended cover.

We also cover You for the following events:

- loss or Damage to parts of the Boat removed for the purposes of repair, overhaul, servicing or storage whilst they are ashore and during transit from and to the Boat for that purpose, including theft provided there is visible evidence of forcible and violent removal.
- malicious Damage by a third party committed without Your knowledge or collusion
- Strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions
- Acts of war, civil war, revolution, rebellion, insurrection, civil strife or hostile acts by or against a belligerent power which result in loss or Damage to Your Boat but only whilst afloat.

Provided the circumstances have not resulted from a lack of due diligence by You, or the Boat owners or managers, We will also cover You for:

- Negligence or breach of contract of any repairer in respect of any repair, alteration or maintenance of Your Boat, provided You are not the repairer.
- Negligence or wrongful act by skipper, crew or hirers or member of a managed recreational boating group who is using the Boat
- Deliberate Damage by Federal, State or Local authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/ pollution resulting from an insured event

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

#### **How Much We Pay**

Details of how GST can affect Your claims payment are set out in the General Conditions under the heading "GST Notice".

#### **Total or Constructive Total Loss of Your entire Boat or one or more Insured Components:**

We will at Our option, (subject to payment of the relevant excess and any premium adjustment) either:

- replace Your Boat or the Insured Components as applicable; or
- pay You the reasonable cost of replacing Your Boat (or Insured Components of the Boat as applicable); or
- pay You the Market Value of Your Boat (or Insured Components of the Boat as applicable) unless Your Schedule shows that Your Boat is insured for an Agreed Value, in which case We will pay You the Agreed Value for the entire Boat (or Insured Components of the Boat). The Agreed Value for the Boat will only be paid when there is a Total Loss of the entire Boat;

but We will not pay more than the applicable sum insured and limits specified in the Schedule or this Policy wording.

Once We pay You, We may decide to take ownership of any Salvage. At Our discretion (and if safe to do so), You may reclaim the Salvage if You agree to pay the salvage price.

#### **Partial Loss:**

Where Your Boat is Damaged, We will pay the reasonable costs of repairing the Boat or any part or item or, replacing the Damaged part or item but not exceeding the Insured Value shown in the Schedule.

In respect of the repair or replacement of property, We will reimburse You for the reasonable cost of repairs and/or replacements required to bring the property as near as possible to its appearance and condition immediately prior to the claimed loss or Damage.

The reasonable cost of repairs will not include any extra costs associated purely with creating a uniform appearance to match the undamaged portion of the Boat. We will make best efforts to use the nearest available equivalent to the original materials or item.

We may, subject to criteria including but not limited to the age, usage and condition of the Boat or Insured Components, take into account reasonable Depreciation in settling the claim.

The maximum We will pay You in respect of any one Accident or Theft for Fishing Gear, Water Ski Equipment, Diving Equipment and Tools is \$1500.00 (incl. GST) for each item and \$10,000 (incl. GST) for all claims combined unless otherwise agreed and noted in the Schedule. These amounts are not claimable in addition to the Sum Insured.

#### **Additional Benefits Claimable**

We will also pay, over and above the Section 1 sum insured shown on the Schedule, but not exceeding an amount equal to the value of the Boat in the aggregate per event;

- The reasonable costs of minimising or preventing further insured loss to Your Boat following an insured event. This includes, but is not limited to:
  - Salvage costs to recover the Boat or remove it to safety, if Your Boat gets into difficulties or is Damaged by an insured event whilst afloat;
  - The costs of inspecting the hull of Your Boat following an Accidental grounding (or a deliberate grounding to prevent further loss

or Damage to Your Boat following an insured event) to ascertain the extent of Damage, if any;

- The cost of removing the wreck of Your Boat where You are legally required to remove it by local or government authorities.

We will further pay (without application of an Excess):

- up to \$1,000 for land transit towing costs in towing Your Boat by trailer to the nearest place where repairs can be made (provided Your Boat is designed to be towed by such a trailer)
- up to \$5,000 each claim any one accident or occurrence during the currency of the Policy arising from and/or loss or Damage caused by sudden, spontaneous and complete discharge of any permanently fixed fire suppression appliance fitted on board the Boat(s) in the absence of any fire, explosion or other event deemed to be a fire appliance system trigger, but excluding where the fire suppression appliance is being tested, fitted, maintained, recharged or otherwise in use or being worked upon
- up to \$1,500 for each claimant up to a maximum of \$10,000 in the aggregate, for all claims combined, each and every loss or series of losses caused by the one insured event (unless otherwise agreed and noted in the Schedule) for loss or Damage to Personal Property belonging to You or Your Crew which was on-board Your Boat at the time of an insured event.

#### **Optional Cover – Loss of Hire/Earnings**

Specific exclusion B6 will not operate to exclude the cover provided by this optional cover.

We will indemnify You for Your loss of Net Income where Your Boat is partially or totally prevented from earning income as a result of loss or Damage to the Boat caused by an insured event under Section 1 occurring during the Period of Insurance other than:

- loss, Damage or expense caused by war, governmental acts, requisition or seizure by legal process;
- loss, Damage or expense caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions or sabotage;

but always excluding loss of income arising from:

- delay;
- insolvency, or Your or Your clients' inability to pay;
- the Specific exclusions applicable to Section 1; and
- any fine or penalty.

Unless otherwise specified in the Schedule:

- The maximum period of indemnity is 30 consecutive calendar days after the application of the Excess specified below.
- The maximum amounts We will pay will be:
  - i. up to \$1,000 per day.
  - ii. up to \$30,000 in the aggregate any one loss or series of losses caused by an insured event.
- The Excess applicable shall be the first 30 days that the Boat is prevented from earning Net Income as a result of an insured event. This Excess shall not apply in the event of a Total or Constructive Total Loss of the Boat.

The limits expressed in i. and ii above or as may be otherwise agreed and shown in the Schedule will be reduced in the event of a claim. However, the limits will be automatically reinstated in the event of a partial loss, provided You pay Us any appropriate additional Premium plus government charges (where applicable). The limits in i and ii will not be reinstated in the event of Total or Constructive Total Loss.

If You sell the Boat, this optional benefit is automatically cancelled but We will return a pro-rata net monthly Premium, provided there are no claims on this Policy prior to cancellation.

#### **Loss of Hire Claims Provisions**

- **Notification** – All possible claims are to be reported to Us as soon as possible and You should notify Us before any repairs are carried out.
- **Claim Calculation** – The gross revenue for a claim under this Policy shall be supported by booking schedules for the corresponding period for the previous year. If no evidence can be provided to substantiate that the Boat would have earned any income during the period of indemnity, the daily indemnity shall be limited to the Running Costs of the Boat for that period.

- **Recoveries** – Where a recovery for loss of Net Income is obtained from a third party and You have been indemnified under the Policy for loss of Net Income, We are entitled to this recovery to the extent of the amount recovered.
- **Promptness of Repairs** – All repairs shall be arranged with due diligence and promptness. We have the right to request You to incur any expenses that would reduce Our liability under this Policy provided We shall pay for these expenses.
- **Concurrent Repairs** – Where Damage repairs are carried out at the same time as other repairs which are immediately necessary for the safety of the Boat or to allow the Boat to earn Net Income and which are not claimable under this Policy, the Net Income lost during such time as is common to both types of work in excess of the Excess shall be divided equally between You and Us. If the time necessary to effect Damage repairs is extended by any other repairs which are immediately necessary for the safety of the Boat or to allow the Boat to earn Net Income, the period of indemnity is limited to the time that would have been taken to effect Damage repairs caused by the insured event had they been effected without the said other repairs.
- **Separate Repair Period** – Where due to a single insured event, the Boat is prevented from earning Net Income during repairs for up to three separate occasions, these separate occasions may be aggregated, provided that the repairs are completed within 12 months of the expiry of this Policy.

## What We Don't Cover

### A. Types of property

We will not cover You for loss or Damage to:

1. Any Boat(s) not listed in the Schedule (other than a replacement Boat as defined in this Policy);
2. Cameras, portable radios, mobile phones, provisions and fuel unless You advise Us and We agree to extend cover to them in writing;
3. Moorings
4. Personal Effects of You, Your family, Your crew or any passengers on Your Boat, Tools, Fishing Gear,

Water Ski Equipment, Diving Equipment and other sports/leisure equipment not normally sold with the Boat unless they were stored on or being used on Your Boat at the time of loss or Damage;

5. The tyres of the Boat Trailer, that occurs by applying the brakes, or by punctures, cuts, or bursting of tyres

### B. Events

We will not cover You for:

1. The cost of improving or altering Your Boat.
2. Reduction in value of Your Boat due to repairs or unrepaired Damage;
3. The cost of
  - a. rectifying a latent defect, fault or error in design or construction.
  - b. repairing or replacing any part of Your Boat due to mechanical and/or electrical breakdown or failure, unless We have agreed to extend cover in writing.
  - c. Osmosis, blistering, fibreglass or surface coat blistering or delamination in the absence of an any evidence of accidental physical impact by an object or materials other than water which has caused a deformation in part of the hull from which the condition has propagated.
4. Replacement of mechanical or electrical parts with items that are not in accordance with the manufacturer's original specifications.
5. Malicious Damage caused by any person or persons named in the Schedule.
6. Delay, loss of market, financial or consequential loss or any other secondary financial loss of any description or emotional, psychological or sentimental loss which occurs due to loss or Damage sustained to Your Boat, other than that specified in the Optional Cover – Loss of Hire/ Earnings on page 22, where this extension is taken and noted on Your Policy Schedule.
7. Loss, Damage or liability arising directly or indirectly from capture, seizure, arrest, restraint, detention or attempted threat or any consequences thereof.

8. Loss of data from any computer hardware or software unless there is visible external physical Damage.
9. Loss or Damage:
  - a. to an outboard Motor when secured to Your Boat or the Boat Tender in a manner other than that specified or recommended by the manufacturer of the Motor, Your Boat or the Boat Tender if damage or liability incurred is contributed to by such non-compliance;
  - b. to a Motor caused by or resulting from seizure and/or overheating unless caused by an Accident which is otherwise an accepted claim under this Policy;
  - c. which is a secondary financial loss sustained by You as a result of loss or Damage to Your Boat or other insured property or associated loss or Damage;
  - d. to sails caused by crew error, the wind, or water, unless Your Boat is stranded, sunk or in a collision or suffers mast or rigging failure.
10. Theft:
  - a. By persons to whom Your Boat has been entrusted including hirers and charterers;
  - b. Of Personal Effects of You, Your family or any passengers on Your Boat, Tools, Fishing Gear, Water Ski Equipment, Diving Equipment and other sports/leisure equipment not normally sold with the Boat unless there is visible evidence of forcible and/or violent entry into a lockable part of Your Boat.

## Section 2 – Liability to Other People

### What We Cover

We will cover the following persons for their Legal Liability to pay compensation in circumstances specified in 1. to 9. below , up to the sums insured noted on the Schedule inclusive of legal costs and expenses (as specified under the heading How Much We Pay below), to another person (not being a Named Insured). In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

#### 1. Use of Your Boat

You or any person in charge or control of Your Boat with Your permission (excluding boat builders, repairers, yacht clubs and marine operators except as provided by this section), for death or bodily Injury and/or Damage to property during the Period of Insurance caused by or arising out of the use of Your Boat within the Geographic Limits;

#### 2. Use of Another Boat

You or any person in charge or control of Your Boat with Your permission (excluding boat builders, repairers, yacht clubs and marine operators except as provided by this section), for death or bodily Injury and/or Damage to property caused by or arising out of the use of another boat (including its hull, motor, masts, spars, rigging and sails and tender), within the Geographic Limits and during the Period of Insurance, provided:

- You have permission to use the other boat from its owner;
- Your insured Boat is not being used at the time; and
- You (or any member of Your household) do not own or have an interest in the other boat.

#### 3. Fare Paying Passengers

(Only applies when the Schedule shows that You have selected this option)

You or any person permitted by You to control Your Boat against Legal Liability for:

- death or bodily Injury to a fare paying passenger while being carried by Your Boat or entering or leaving Your Boat via a jetty, pontoon or wharf operated or maintained by You;
- death or bodily Injury to a fare paying passenger caused by food and drink prepared and served by You;
- Damage to Personal Effects of a passenger while on Your Boat.

#### **4. Wreck Liability**

You, for any liability arising from neglect or failure to raise, remove or destroy the wreck of the insured Boat following a loss insured under this Policy first happening during the Period of Insurance, up to the Limit of Liability shown in the Schedule.

#### **5. The Discharge, Release or Escape of Fuel, Lubricants or Sewage from Holding Tanks**

You for property Damage during the Period of Insurance caused by or arising from sudden and Accidental pollution directly or indirectly arising from the discharge, release or escape of fuel, lubricants or sewage from holding tanks from Your Boat within the Geographic Limits and during the Period of Insurance, other than liability arising from or connected with:

- Your own wilful negligence or misconduct;
- the wilful negligence or misconduct of any person in possession of Your Boat with Your permission;
- fuel or lubricants not being used in connection with the operation of Your Boat at the time of loss;
- death, bodily Injury or illness;
- contractual or assumed liability;
- breach of any Federal, State or Local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage, emission or leakage;
- fines, punitive, aggravated or exemplary damages;
- any loss of use or consequential loss. This means We don't cover You for anything not expressly described in the cover sections of this policy. Some

examples of what We won't pay for include loss of use of third party property during clean-up operations and loss of contract.

We will pay no more than \$500,000 for any one accident or series of accidents arising out of the same event in relation to this cover, including legal expenses.

#### **6. Water-skiing**

*(Only applies when the Schedule shows that You have selected this option)*

You and/or any person using Your Boat with Your permission and/or any person engaged in water-skiing and/or aquaplaning activities (using only recognised and commercially manufactured equipment and/or barefoot water-skiing) while being towed by Your Boat, for:

- death or bodily Injury to a water skier being towed by Your Boat;
- death or bodily Injury to any person caused by a water skier who is being towed by Your Boat;
- property Damage caused by a water skier who is being towed by Your Boat;

within the Geographic Limits and during the Period of Insurance.

We will not provide cover under this option unless:

- the Schedule shows that You have selected this option; and
- a person is on board Your Boat competently and in accordance with relevant legal requirements, observing the water skiing and/or aquaplaning activities in addition to the person in control of Your Boat at the time of any incident giving rise to a claim.

#### **7. Jetty Liability**

Any amount You become legally liable to pay limited to the amount noted under Section 2 on your Policy Schedule for personal Injury or death to any person whilst accessing the Boat named in the Policy Schedule for the purpose of embarking and disembarking via the private jetty or pontoon owned or leased by You and deemed to be the place where the Boat is permanently berthed.

This extension is subject to regular maintenance/servicing of the jetty/pontoon every two years.



## 8. Marina liability cover

You for legal liability imposed upon You by the terms and conditions of a lease or agreement with You for the provision of a berth, mooring or storage facility for Your Boat.

### How Much We Pay

We will pay the costs of:

- compensation for loss or Damage to third party property or death or personal Injury for which You are Legally Liable and which are covered under this section; and
- legal fees and expenses incurred with Our prior consent in writing in defending any court proceedings which may arise in respect of any liability covered by this section. Please contact Us to confirm approval for these costs.

We will not pay for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

The maximum amount We will pay is the Limit of Liability specified in the Schedule in total for all claims that arise from any one loss or series of losses caused by the one insured event and legal fees and expenses incurred by You with Our prior consent in connection with an insured event. Please contact Us to confirm approval for these costs.

### What We Don't Cover

We will not cover legal liability:

1. for death or bodily Injury to You or Your Crew;
2. for loss or Damage occurring to property owned by You or in Your physical or legal control or owned by any person using Your Boat or in their physical or legal control but this exclusion shall not apply to the Personal Property/Personal Effects of fare paying passengers where the optional cover is selected;
3. for the death or bodily Injury of a person who is employed or contracted in the operation of Your Boat or should have been covered by any compulsory compensation insurance;
4. that is in any part covered in any way by any:
  - a. statutory or compulsory insurance policy or statutory or compulsory insurance; or

- b. compensation scheme or fund, even if the amount recoverable is nil;
5. incurred by boat builders, repairers, yacht clubs or marina operators unless they are in charge of or in control of Your Boat in an emergency for the purpose of minimising any loss or Damage covered by Section 1 of Your Policy;
6. to fare-paying passengers unless the optional liability cover 3 specified above has been taken;
7. arising from any items other than the Motors, Masts, Spars, Rigging, Sails, Equipment and Accessories on and/or used on the insured Boat, Boat Tender or Trailer;
8. incurred while the Boat is attached to or when it becomes Accidentally detached from a motor vehicle in motion, other than during launching or hauling out of the Boat from the water;
9. for disease that is transmitted by You or anyone using Your Boat;
10. any claim directly or indirectly caused by the use of diving or scuba equipment, snorkelling or tunnel diving or swimming by persons carried on the Boat;
11. Arising out of the towing of any persons or objects in the air including but not limited to hydrofoiling, parasailing, paragliding and the use of aerial devices (including air chairs). However, this exclusion will not apply to instances where skiers become temporarily airborne during normal skiing/wakeboarding activity;
12. for any fines or penalties and/or aggravated, punitive or exemplary damages;
13. for any relief or recovery other than monetary amounts;
14. for liability arising from a contract that imposes on You a liability which You or a covered person would not otherwise have other than an lease or berthing agreement with You for the provision of a berth, mooring or storage facility for Your Boat as provided above;
15. for claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos;

16. for claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site;
17. awarded in actions which are brought against You in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a State or Territory of Australia.

## Section 3 – Bodily Injury to the Named Insured

### What We Cover

If a Named Insured is Injured in an Accident when using Your Boat within the Geographic Limits during the Period of Insurance and that Injury results in:

- death;
- permanent and total loss of sight of an eye;
- permanent and total loss of the use of a limb;
- permanent and total loss of the thumb or index finger,

We will pay them:

- the Section 3 Cover sum insured noted on the Schedule for death, permanent and total loss of sight of an eye or permanent and total loss of the use of a limb;
- 20% of the Section 3 Cover sum insured noted on the Schedule for permanent and total loss of the thumb or index finger.

However:

- if more than one person is a Named Insured, the amount payable to a Named Insured claiming under Section 3 will be limited to the relevant amount payable divided by the number of Named Insureds shown on the Schedule;
- We will pay no more than the Section 3 Cover sum insured in total for all claims combined under this Section; and
- payment is subject to the Named Insured claiming under Section 3 obtaining medical attention from a medical practitioner and undergoing any reasonable medical examination requested by Us.

### What We Don't Cover

We will not cover:

- death, permanent Injury or total loss of the use of a limb occurring after twelve months from the date of the Accident; and/or
- self inflicted death or Injury.

# GENERAL CONDITIONS

These general conditions apply to all Sections of the Policy.

## Underinsurance

We require You to insure the Boat for the full value. If You do not and the actual value of the Boat or Equipment and Accessories insured under this Policy is higher than the Sum Insured You have advised and We have specified in the Schedule (at the time of loss or Damage), We shall only pay You the proportional amount that the total value of the loss bears to the Sum Insured specified in the Schedule.

## Regulations

The person in control of the Boat must at all times comply with all laws and regulations governing the use and operation of the Boat. The Boat must at all times remain in survey and take reasonable steps to comply with all statutes, laws and/or regulations governing the use of the Boat. We will not cover You if the Boat is being operated outside the limits imposed by any certificate of construction and performance, licence, registration or similar document.

## LP gas installations

You warrant that LP gas installations on the Boat are fitted, approved and serviced by licensed or authorised LP Gas installers and compliance plates affixed as required.

## GST Notice

This Policy has a GST provision in relation to the Premium and any payment by Us to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

## Sums insured

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where We agree to pay

You may have to contribute the basic Excess shown in the Schedule towards a claim. There are a number of other Excesses that may also apply, if so these will also be shown in the Schedule.

- A theft Excess of \$1,000 (incl. GST) may apply for theft of trailerable power Boats depending on Your location;
- A theft Excess of between \$1,000 and \$2,000 (incl. GST) may apply for the theft of the Boat, depending on Your location;
- A racing Excess may apply and varies based on the value of Your Boat and length of race;
- An age Excess will apply if You make a claim for an incident where the driver of Your Boat, being a personal watercraft, was under 25;
- A submersion Excess applies on some moored trailerable Boats; and
- Additional Excesses may apply depending on Your risk, for example if Your Boat is a large maxi yacht.

When We calculate the amount We will pay You, We will have regard to the following:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the sums insured or other limits shown in the Policy or in the Schedule.
- If Your sum insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

## **Disclosure – Input Tax Credit Entitlement**

If You register or are registered for GST, You are required to tell Us Your entitlement to an input tax credit on Your Premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## **Non Payment of Premium by Instalments– Right to refuse a claim**

If You pay Your Premium by instalments You must ensure that they are paid on time. If an instalment Premium is not paid We will let you know and We will try to deduct the overdue amount again 14 days after it was first due. If this second attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send you a notice advising You of cancellation and cancellation will be effective 14 days from the date on this notice.

## **Instalment Premium Service Fee**

In some cases a service fee will apply where You select to pay Your Premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

## **Temporary Cover for Your Replacement Boat**

If You replace Your existing insured Boat, We will automatically provide temporary cover for the Replacement Boat from the date of purchase up to a maximum of 14 days and only up to the lesser of the purchase price of the Replacement Boat and the sum insured shown in the Policy Schedule under Section 1.

If cover is to continue on the Replacement Boat:

- You must give Us full details of the Replacement Boat within 14 days of purchase; and
- You must obtain Our agreement to cover Your Replacement Boat; and
- You must pay any additional Premium We require and accept any changes in the terms and conditions of the Policy.

Cover on the replaced Boat ceases from the date of purchase of the Replacement Boat.

## **Modifying the Insured Boat**

You must notify Us as soon as reasonably possible if You modify Your insured Boat from the manufacturer's original specifications.

When We receive this information, We may:

- propose to alter the terms and conditions of Your Policy;
- propose to charge You an additional Premium;
- cancel Your Policy; or
- decide not to offer to renew Your Policy.

If You do not provide the information, We may not pay a claim under the Policy to the extent We are prejudiced by Your nondisclosure. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium; or We are no longer prepared to insure You because there has been a material change to the risk.

## **Temporary Extension to the Period of Insurance**

If You have been at sea in Your Boat for more than 24 hours and Your Policy would otherwise expire (other than by cancellation), We will provide a temporary extension to the Period of Insurance until 24 hours after Your Boat arrives at its next port. The temporary extension to the Period of Insurance will apply automatically unless, when Your Boat arrives at its next port, You do not notify Us within 24 hours of its arrival to make arrangements to renew Your Policy.

## **Transfer of Interest**

If You sell, transfer or give away the insured Boat, the cover under Your Policy will cease to apply upon completion of the sale, transfer or disposal as relevant.

## **Other insurance**

If at the time of any loss, Damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Boat or Your liability arising from the use of the Boat as described in this Policy, then We reserve the right to seek contribution from any other insurer(s). If You are aware of such other insurance, You are required to notify Us. You must also take reasonable steps to provide Us with full information and all reasonable assistance in the recovery of Our rateable proportion of such loss or Damage.

## Private Use of the Boat

Normal Policy terms and conditions will apply whilst the Boat insured under this Policy is being used for private pleasure purposes by the registered owner or persons to whom the registered owner has granted permission to use the Boat.

It is further agreed that the Geographic limits for private use of the Boat includes those waters up to 250 nm off the Australian mainland and Tasmania, and the New Zealand

North and South Islands unless:

- Restricted on the Schedule or
- Extended on the Schedule

***Your Policy will be automatically suspended when Your Boat clears Australian or New Zealand Customs and Immigration for the purpose of leaving Australian or New Zealand waters and will recommence when it clears Australian or New Zealand Customs and Immigration on return (unless You advise Us and We agree to extend cover in writing.)***

Also refer to page 40, Geographic Limits heading under the General Exclusions.

## Social Yacht Racing

Cover is provided for Social Yacht Racing excluding the use of Spinnakers and/or extras and not exceeding a distance of 25 nautical miles measured by the most direct route of the course and within the Geographical Limits of the Policy. Should further cover be required contact Our office or Your insurance broker for changes in Premium, excess and conditions.

## Time Trials

Cover is provided for time trials conducted under the control or regulation of the Power Boat Association or equivalent body to a maximum speed of 30 knots.

## Cancellation Rights Under Your Policy

- a. You may cancel and return Your Policy at any time by notifying Us in writing.
- b. We have the right to cancel Your Policy in certain circumstances where permitted by law. These include:

## Where the Insurance Contracts Act 1984 applies

We can cancel the Policy:

- if You have failed to comply with Your Duty of Disclosure; or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
- where You have failed to comply with a provision of the Policy, including payment of Premium; or
- where We agree to accept payment by periodic instalment and at least one instalment remains unpaid in excess of 1 month from the date on which it was due and payable. Refer to the “Paying your Premium” section” for important details on Your payment obligations; or
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.

## Where the Marine Insurance Act 1909 applies

We may cancel this Policy in the event of non-payment of the Premium or for any other reason available at law.

### c. Cancellation Notices

If We cancel the policy We may do so by giving You three business days’ notice in writing of the date from which the Policy will be cancelled. We will give You written notice via one of the following ways:

- give it to You or Your agent in person;
- deliver it electronically where We are allowed by law; or
- post it to the address last notified to Us.

Such notice will be effective from the expiry of the stipulated period calculated from midnight of the day on which notice of the cancellation is issued by or to Us. A posted notice is deemed given to You at the time it would have been delivered in the normal course of the postal service.

- d. Returns of Premium in the event of cancellation  
In the event that You or We cancel the Policy, We may elect to apply a minimum Premium provision advised to You at the time You took out the Policy with Us, or deduct a pro rata proportion of the

Premium for time on risk and any government taxes or duties We cannot recover. In the event that You have made a claim under the Policy and We have agreed to pay a Total Loss for Your entire Boat, no return of Premium will be made.

- e. If the Premium has been funded by a Premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the Premium funding company in accordance with the provisions set out above.

## Law

The Policy shall be governed in accordance with the Laws of the Commonwealth of Australia and the State or Territory where the Policy was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the courts of Australia.

## Prohibited cover or payments

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund a Premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

# GENERAL EXCLUSIONS

These exclusions apply to all Sections of the Policy.

## Geographic Limits

Any claim arising from an incident involving Your Boat or any boat covered by this Policy, when it is outside the Geographic Limits unless;

- specifically provided by this Policy; or
- You advise Us and We agree to extend in writing.

However, should Your Boat go beyond the Geographic Limits;

- as a result of circumstances beyond the reasonable control of the person in charge or control of it; or
- to reasonably respond to an unforeseen emergency;

We will continue to provide cover, provided that as soon as possible:

- the Boat returns within the Geographic Limits (except in the case of Total Loss); and
- You notify Us of the circumstances taking it beyond the Geographic Limits.

Your Policy will be automatically suspended when Your Boat clears Australian (or New Zealand) Customs and Immigration for the purpose of leaving Australian (or New Zealand) waters and will recommence when it clears Australian (or New Zealand) Customs and Immigration on return (unless You advise Us and We agree to extend in writing.)

## Persons in Control

1. Any claim arising from the Boat being towed on a Trailer and the driver with Your express or implied consent was not licensed to drive a vehicle in accordance with the law, unless You did not know or suspect or could not reasonably have known or suspected that the driver was unlicensed.
2. Any claim arising from an incident involving Your Boat or any boat covered by this Policy, when that Boat is under the control of:
  - an unlicensed person when a licence is necessary;
  - a person without adequate experience to reasonably control that Boat;
  - a person under the influence of alcohol or drugs; or
  - a person who has been refused boat or motor vehicle insurance within the last five years unless We have been notified of the refusal and We have subsequently agreed to cover such a person under this Policy.

This exclusion does not apply if You can prove that;

- You did not know or had no reason to suspect that the person with control of that Boat was such a person; or
- as a result of an unforeseen emergency, it was reasonable for such a person to assume control of that Boat.

## Racing

You or the Boat or any boat covered by this Policy for power boat racing or speed tests, unless agreed and extended by Us in writing.

## Wear and Tear

Any claim in respect of loss or damage caused by wear and tear which would be expected given the age, storage and/or use of the applicable item.

## Inherent Vice

Any claim in respect of loss or damage caused by inherent vice.

## Vermin

Any claim in respect of loss or damage caused by vermin (which includes small animals, sea life, insects and birds that are troublesome or destructive to boats and whether a protected species or otherwise).

## Delamination, deterioration, corrosion and electrolysis

Any claim in respect of loss or damage caused by delamination, deterioration, corrosion or electrolysis which would be expected given the age, storage and/or use of the applicable item.

## Over Powered Boat

Any claim caused by or arising as a result of Your Boat or any boat covered by this Policy being fitted with a motor more powerful than that recommended by the manufacturer of its Hull.

## Overloaded Boat

Any claim caused by or arising from Your Boat being

operated with more than the maximum number of passengers or with a load greater than that recommended by the manufacturer or You are licensed to carry.

## Pollution

Any claim caused by or arising as a result of pollution or radioactive contamination except as otherwise specifically covered in the Policy.

## Boat Condition

Any claim caused by or arising as a result of the unseaworthiness, lack of repair or maintenance of Your Boat or any boat covered by this Policy.

## Water-Skiing

Any claim caused by or arising as a result of the use of Your Boat or any boat covered by this Policy for water-skiing, unless You advise Us and We agree to extend cover in writing.

## Safeguard

Any claim for loss or Damage caused by or arising as a result of the lack of reasonable care, protection and/or security of Your Boat or any boat covered by this Policy or other insured property.

## Nuclear

Any claim caused by or arising as a result of ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material.

## War

Any claim for loss, damage, liability or expense caused by or arising from war (whether war be declared or not) other than as provided for under Section 1, whilst the Boat is afloat, and excluding absolutely any claim arising from requisition or the outbreak of war between any of the following countries: United Kingdom, United States of America, France, the People's Republic of China or Russia.

## Lawful Seizure

Any claim caused by or arising as a result of the lawful seizure of Your Boat or any boat covered by this Policy.

## Fraud

In no case shall this Policy cover physical loss, destruction, deterioration, Damage or expense occasioned by or happening through fraudulent or dishonest acts by You or any other party with Your knowledge or Your express or implied consent. We may refuse to pay the whole or part of the claim and to the extent permitted by law, may also cancel the Policy.

## Towing

Any claim where Your Boat is towing another Boat(s) for hire or reward, unless the circumstances were declared to and agreed by Us.

## Major Repairs

Any claim where Your Boat is undergoing alteration to the Hull or other work is being performed on the Hull of Your Boat other than routine maintenance, painting, anti-fouling, replacement of sacrificial anodes and cleaning unless You tell Us beforehand in writing and We agree in writing to insure You.

## Deliberate, intentional, malicious or criminal act

Any claim caused by or arising as a result of a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- You; or
- Any person who is acting with Your knowledge or Your express or implied consent.

## Illegal Operation

Any claim arising from an incident involving Your Boat or any boat covered by this Policy or other insured property when it is:

- being used for an unlawful or illegal purpose and the use for the unlawful or illegal purpose contributed to or caused the incident;
- being used commercially without commercial licensing, registration, classification or survey

requirements being complied with.

## Mooring

Any claim for loss or Damage caused by or arising as a result of the mooring used by Your Boat or any boat covered by this Policy not being:

- of a suitable design and weighting for Your Boat or any boat covered by this Policy;
- appropriately sited; and/or
- regularly maintained by a mooring contractor on at least an annual basis and in good working order.

## Speed

Any claim caused by or arising as a result of Your Boat or any boat covered by this Policy exceeding the speed shown on your Schedule.

## Computer Software

Any claim for loss or Damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any Computer Technology and which:

- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such Computer Technology, or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or Accidental.

## Terrorism/Casualty Exclusion

This Policy does not cover loss, Damage, liability, Injury, illness, death, cost or expense arising directly or indirectly out of or in any way connected with:

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- b. any action controlling, preventing, suppressing, retaliating against or responding to any act referred to in (a) above.



An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose, and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

## CLAIMS CONDITIONS

These conditions apply to all Sections of the Policy.

### What You Must Do

#### Prevent further Damage or loss

- You must take all reasonable precautions to prevent any further loss or Damage to Your Boat and other insured property. In particular, following the submersion of Your insured Boat, You should:
  - Dry the engine;
  - Drain the oil and fuel;
  - Flush out the engine with hose or dewatering fluid;
  - Drain again;
  - Fill with oil or dewatering fluid; and

Take the Boat (or engine) to the repairer or mechanic as soon as possible. We will cover the reasonable cost of such work if Your claim is accepted.

- In the event of theft or malicious Damage, contact the Police as soon as reasonably possible.

#### Notify Us

- Notify Us as soon as reasonably possible of the details of any loss or Damage, anticipated or actual liability, death or bodily Injury which is likely to result in a claim under this Policy. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.
- Complete a claim form and forward it to Us.

*If Your Boat is Damaged and You are covered under this Policy for the cost of repairing such Damage, You must obtain a written, itemised quotation for repairs.*

*We may require statements or photographs or other reasonable documentation in support of Your claim.*

#### After hours emergency claims service phone number

1300 00 CLUB (2582)

## Records You Must Keep

- All documentation relevant to the ownership or purchase of the Boat and other property insured under the Policy.
- Any service records relevant to the Boat and other property insured under the Policy; and
- Evidence to support the amount of any Accidental Loss or Damage.

## What You Must Not Do Without Our Consent

Following a claim You must not:

- admit fault, guilt or liability. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission
- negotiate or make any offer of settlement or payment. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your negotiation, or offer of settlement or payment
- authorise Repairs. Please contact Us to confirm approval for these costs
- defend any claim

**If You do not comply with these requirements We may refuse or reduce Your claim to the extent We are prejudiced by Your non-compliance.**

## Dismantling, Diagnosis and Reassembly Costs

Where You make a claim for loss or Damage to Your Boat, We may in some circumstances require You to:

- dismantle Your Boat; or
- authorise Us to dismantle Your Boat;

so We can assess Your claim for the relevant loss or Damage and/or decide if it is valid.

If You do not agree We may refuse to assess or pay Your claim.

Where We determine that the claimed loss or Damage to Your Boat is:

- not covered by Your Policy, You will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and/or replacement costs);
- covered by Your Policy, We will settle Your claim in accordance with the terms and conditions of Your Policy.

## What happens after You make a claim

### Repairers

- You may choose the repairer of Your Boat.
- We may request that You take Your Boat to another repairer.
- You or Your repairer must get approval from Us to start repairs before We will accept responsibility for them. Please contact Us to confirm approval for these costs.
- You must make Your Boat available for Our inspection at a reasonable time and frequency during and immediately following completion of repairs.
- It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

### Total Loss

If Your entire Boat is a Total Loss;

- The amount of any unpaid Premium for the Period of Insurance will be deducted from the amount payable to You; and
- No return of Premium will be made.

If We make a Total Loss payment for Boat, whether it is the entire Boat or one or more of its Insured Components, We are entitled but not obliged to take ownership of the item to which the Total Loss payment relates. Regardless of Our decision whether or not to exercise this right, We will in any case be entitled to keep the proceeds of any Salvage sale up to the amount We have paid out in respect of Your claim.

### Excess

You are required to pay any applicable Excess shown on the Schedule, for each and every claim made under Your Policy. All claims arising out of one Accident or incident are treated by Us as one claim.

We pay the relevant amounts in addition to the Excess payable by You.

## What Help Is Required From You

In the event of a claim, any benefits that this Policy gives You depend on You taking reasonable steps to give Us full details of Your loss and the help that We reasonably require, including further relevant written statements and documents. We may also require You to attend Court to give evidence.

You must take reasonable steps to help Us even after We have paid Your claim. We may attempt to recover the amount of Our payment from the person who caused You to suffer loss or Damage or We may want to defend You if it is alleged that You caused loss or Damage to someone else.

You must notify Us as soon as reasonably possible of any incidents, demands, notices or Court documents You receive relating to an accident that resulted in or could result in a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

## Our Rights of Recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under this Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance (less any legal fees We have incurred). We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

We may not be liable to pay any benefits under this Policy for loss or Damage if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that Damage to the extent that Your loss would have been recoverable from that person but for the agreement.

# OTHER IMPORTANT INFORMATION

## Your Duty of Disclosure

Before entering into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (as applicable) to disclose to Us every matter which

- You know, or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

## Non-disclosure – Where the Insurance Contracts Act applies

Where the Insurance Contracts Act applies, if:

- You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim to the extent Our interests are prejudiced by Your failure to comply with the duty of disclosure, cancel the contract or both.
- Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## **Non – disclosure - Where the Marine Insurance Act 1909 applies**

Where the Marine Insurance Act 1909 applies, if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

## **Alteration of risk**

### **Where the Insurance Contracts Act applies**

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You (for example, the nature of Your Commercial Boat operations or way Your Boat is moored) You must notify Us as soon as reasonably possible in writing. If We agree to the change We will do so in writing and You must pay Us any additional Premium We require. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium; or We are no longer prepared to insure You because there has been a material change to the risk.

### **Where the Marine Insurance Act applies**

You must give Us notice in writing if there is any material change in the circumstances or nature of the risks covered by this Policy You know, or ought reasonably to have known that relevant to Our decision to insure You and the terms on which We will insure You, or no claim arising after the change shall be payable to the extent We are prejudiced by such non-disclosure unless We have agreed to the change in writing.

## **General Insurance Code of Practice – providing You with even better service**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this policy document.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

## **If this insurance has been issued through an insurance intermediary**

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

## **Privacy Notice**

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our' and 'Us' means Club Marine Limited and Allianz Australia Insurance Ltd.

### **How We Collect Your Personal Information**

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why We Collect Your Personal Information**

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can

choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies.

To opt-out, call Club Marine – 1300 00 CLUB (2582) EST 8.00am to 7.30pm, Mon-Fri or EST 8.00am to 5pm Saturday. Alternatively, indicate Your decision in the appropriate area of the Privacy section of Club Marine’s website at [www.clubmarine.com.au](http://www.clubmarine.com.au)

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

### **To Whom Do We Disclose Your Personal Information**

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### **Disclosure Overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration. We regularly review the security of Our systems that are used for sending personal information overseas. Any information We disclose to

overseas recipients may only be used for the purposes of collection detailed above and system administration.

### **Access to Your Personal Information and Complaints**

You may ask for access to the personal information We hold about You and seek correction by calling Club Marine on 1300 00 CLUB (2582) EST 8.00am to 7.30pm, Mon-Fri or EST 8.00am to 5.00pm Saturday.

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our privacy policy it is available at [www.allianz.com.au](http://www.allianz.com.au) or contact Club Marine on 1300 00 CLUB (2582) and ask for a copy.

### **Telephone Call Recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

### **Your Consent**

By providing Us with personal information You and any other person You provide personal information for consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

### **Dispute Resolution Process – helping You solve any problems**

Disputes are not an everyday occurrence at Club Marine. We strive to do things the right way and keep Our customers happy. Sometimes though complaints or disputes do occur.

Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe that the best way to achieve this is to provide You with the opportunity for an unbiased review of the issue.

### **Here is what to do if a dispute arises:**

Within Our organisation We have established an Internal Disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. To obtain a copy of Our procedures, contact Us on 1300 00 CLUB (2582).

Regardless of whether the complaint or dispute involves Our staff, an agent, a loss adjuster, assessor, investigator, or the service We provide, simply contact Us and ask to speak to the team leader of the section handling Your claim or Policy. Provide them with the details of the issue concerning You and they will attempt to resolve the complaint or dispute. If they are unable to do so they will log it and refer it to the appropriate department for resolution in accordance with Our Internal Dispute Resolution procedures.

A staff member involved in the complaints and dispute resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If We are unable to resolve the complaint or dispute, We will advise You about any external dispute resolution options that are available or advise You to seek independent legal advice.

### **Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## **How to Contact Us**

If You need to clarify any of the information contained in this PDS or Your Policy documents, wish to confirm a transaction or You have any other queries regarding Your Policy, please use the contact details on the back cover.

### **Offices:**

- Victoria
- New South Wales
- Queensland
- South Australia
- Western Australia

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40 Esplanade, Brighton VIC 3016  
Australia-wide 1300 00 CLUB(2582)  
International +61 3 9224 3037  
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