Boating's just better with Club Marine!
COVER SUMMARY

By way of summary only, this insurance provides the following covers:

Cover for Your Boat

Section 1 provides cover for Accidental Loss or Damage, Theft of, or Malicious Damage to Your Boat, and certain other types of property when on it, which occurs during the Period of Insurance up to the limit specified in the Schedule or this document.

Specific sub-limits apply to certain property such as Fishing Gear, Water Ski Equipment, Diving Equipment, Tools and Personal Effects – these are not claimable in addition to the limit specified in Section 1 cover.

You can choose to insure Your Boat on either an Agreed Value or Market Value basis. This determines the way in which a claim for a Total Loss or constructive Total Loss is managed and settled. Market Value is the default cover and unless We have agreed to provide Agreed Value cover for Your Boat (or an individual Insured Component of Your Boat), it will be insured for Market Value.

If Your Boat is insured for Market Value, the limit shown on the Schedule for Section 1 cover is a maximum amount We will pay. In the event of a Total Loss We may pay less than the limit shown on the Schedule if You have overvalued Your Boat when You entered into the Policy. We will pay only the actual Market Value of Your Boat immediately prior to the loss i.e. the cost of replacing the Boat immediately prior to the claimed loss or damage taking into account its condition and location.

If Your Boat (or any Insured Component of the Boat) is insured for Agreed Value then in the event of a Total Loss Our settlement of the claim will be based on the value of the Boat (or Insured Component) as agreed between You and Us at the time the Policy is taken out, renewed or updated. Go to page 30.

Cover for Third Party Claims

Section 2 provides cover for legal liability to third parties for property damage, death or personal Injury arising out of the use of Your Boat during the Period of Insurance in the specified circumstances up to the limit of liability specified in the Schedule. It also covers You for Your liability under a berthing or mooring agreement, Accidental pollution, and certain associated legal costs and expenses. An optional extension to cover Water Skiing is available for Boats; for Personal Watercraft this cover is provided automatically. Go to page 20.

Cover for Injury to an Insured Person

Section 3 covers an Insured Person that is an individual person up to the limit specified in this document and the Schedule for death and certain specific types of Injury following an Accident when using Your Boat during the Period of Insurance within the Geographic Limits.

If more than one Insured Person is named as You in the Schedule the amount paid to each Insured Person will be the limit payable under this section divided by the number of Insured Persons. Go to page 22-23.
Make sure You understand what is and isn’t covered

Not everything is covered by this insurance. You need to read the Policy for full details of the cover and the relevant limits, Excess(es), exclusions and conditions that apply. Further details are contained in this document but for general guidance:

You must comply with the Duty of Disclosure which requires You to tell Us about matters relevant to Our decision to provide cover and the terms We offer, including Premium. This duty applies not only when You take out the insurance for the first time, but also whenever You renew, extend, vary or reinstate the cover. With certain exceptions at law, if You fail to declare material facts to Us, We may be entitled to reduce the amount We pay in respect of a claim, cancel the contract or, in the case of fraudulent non-disclosure, avoid the contract from its beginning. Go to page 9.

The amount You can recover in the event of a claim is up to the limit shown on the Schedule being either the Agreed Value or Market Value of Your Boat (for Section 1) and the limit of liability for Section 2. Additionally specific Policy sub-limits apply to certain types of claim as specified in this document. You need to decide if the limits, type and level of cover(s) are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for Yourself. Go to pages 14-23 and 30-34.

In the event of a claim You will, where applicable, have to pay an Excess as shown on the Schedule. We only cover You for the amount by which the total claim exceeds the Excess. Go to page 13 and 17.

We do not cover any party’s interests other than Yours in the insured property except where the third party interest has been notified to Us and agreed to by Us in writing. Go to page 7 and 20.

We specify types of property, events or circumstances for which We do not provide cover (exclusions) in the Policy. Some exclusions apply only to Sections 1, 2 or 3, whilst general exclusions apply to claims under any of the Sections. Go to pages 14-27.

We specify other conditions (general conditions and claims conditions) in the Policy which set out Your obligations. If You fail to meet these obligations We may refuse to pay a claim in whole or in part and/or cancel the Policy. You should also refer to the ‘Words With Special Meanings’ section to ensure You understand what We mean by special terms used (these are capitalised and highlighted in blue, bold and italics in this document).

Go to pages 6-13 and 28-34.
THE POLICY

What documents make up the Policy?
The Policy is made up of these documents:

- this Product Disclosure Statement and Policy Document (PDS). The PDS is designed to provide information about the Policy, to help You decide if it’s what You need;
- the Schedule. This sets out the parties insured, the cover(s) selected, the Period of Insurance, limits of liability, Excesses and other important information;
- any Supplementary PDS that applies. If We vary the PDS, We may issue a Supplementary PDS with the changes; and
- any other Policy documents We specify. We may issue other documents that vary or modify the Policy.

The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of the Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act.

This PDS and Policy document (together with any amendments, updates or endorsements that We give You in writing which may vary it) will also apply for any offer of renewal We make, unless We tell You otherwise or issue You with a new and updated PDS.

Updates to the PDS
We may need to update this PDS from time to time. We will do this if certain changes occur, and We are required and permitted by law to do so. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the update is not something a reasonable person would consider to be materially adverse in considering whether to buy this insurance, We may simply issue You with notice of this information in other forms or keep an internal record of such changes.

You can get a paper copy of the PDS free of charge by contacting Club Marine, or access it on Our website.

Basis on which We provide cover
We will cover You on the basis specified in this document, the Schedule and any written endorsements We issue amending the terms of the cover subject to:

- the exclusions, terms, conditions, limitations and extent of cover outlined in the Policy;
- the Period of Insurance, limit or limits of liability, Excess, Geographic Limits and other specifics to Your cover listed on the Schedule;
- Your payment of, or agreement to pay, the Premium or Premium instalments by the due date; and

Failure to comply with Policy conditions

If You do not comply with the Policy terms and conditions, We may refuse to pay a claim in whole or in part and/or cancel the Policy.

Who the Policy covers
The Policy provides cover (where applicable) for anyone named in the Schedule as an “Insured”. Such persons are referred to as You (or Insured Person) throughout this document.

If there is more than one of You listed on the Policy, then anything that any of You says, does, or omits to advise to Us of applies to and affects the rights of all of You.

When the Policy starts and ends
The effective and expiry dates of the Policy are shown on the Schedule and commence and expire at 4pm on the relevant date unless otherwise specified. We agree this period when You apply for cover. In some circumstances the Policy can end earlier than the expiry date e.g. cancellation by You or Us. For more details, please see Cancellation Rights Under the Policy on page 34.

72-hour exclusion period
To manage the risk of people taking out insurance on their uninsured Boat or increasing cover on their underinsured items when events such as cyclones, Floods or bushfires are predicted, a 72-hour exclusion period applies to some insured events.

We do not provide cover for any loss of or damage to Your Boat caused by cyclone, Flood, grassfires and bushfires, during the first 72 hours after You first take out or increase the cover under the Policy.

However, You will be covered from the time You take out or increase the cover under the Policy for loss or damage to Your Boat caused by other insured events.

The 72-hour exclusion period won’t apply:

- to renewals,
- when (on the same day the Policy starts), You have purchased the Boat,
- if the Policy replaces a similar policy that covered the same Boat, without a break in cover. However, if there is an increase in the limit provided for the Boat under Section 1, We won’t cover the increased amount for the first 72 hours of the Policy.
14-day cooling off period
You can call Us to cancel Your Policy within 14 days from either:

- the date We issued You a new Policy, or
- 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 reasonable administrative and transaction costs incurred by Us that are reasonably related to You buying and cancelling Your Policy and any government taxes or duties We cannot recover.

In addition to Your cooling off period, You can cancel the Policy at any time by calling Us. See Cancellation rights under the Policy on page 34 for details.

Temporary extension to the Period of Insurance
If You have been at sea in Your Boat for more than 24 hours and the 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 provided that when Your Boat arrives at its next port, You contact Us within 24 hours of its arrival to make arrangements to renew the Policy. However, there will be no cover during the temporary extension to the Period of Insurance under Section 3 – Injury to an Insured Person in the event of an Insured Person’s Accidental death.

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

How much You’re covered for
It’s up to You to decide the limit and level of cover that You want to take out. If You don’t have enough cover, You could end up having to cover some of the costs Yourself.

Remember, We will only pay up to the amount of Your loss or the limits or limit of liability specified on the Schedule, whichever is the lesser - so You should also be careful not to over insure. When selecting a limit for the Boat, You should not include any GST amount You incurred when purchasing the Boat, or which You would expect to pay in replacing the Boat. In the event of a Total Loss claim, We will pay any GST in addition to the Section 1 limit – please see the GST notice on page 36.

Applying for cover
You may apply for cover online or by completing Our printed application form and sending it to Us or by calling Us. Depending on the information You provide in either case We may ask You for further information. When applying for cover 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’ below.

Where We agree to provide cover We will issue You with a Schedule.

Your Duty of Disclosure
Before You enter into a contract of insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably 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 matters:

- that diminish the risk to be undertaken by Us; or
- that are 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

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, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Renewal procedure
Each year on renewal, We will generally send a renewal invitation and let You know the renewal cost. You must pay the full amount by the due date shown on Your renewal invitation in order for cover to continue.

- If You pay Your Premium annually, the Policy will not be automatically renewed unless:
  - You pay by direct debit; and
  - have previously instructed Us in writing to do so.
- If You pay Your Premium in instalments by direct debit, We will automatically renew the Policy and continue to debit Your nominated bank account or credit card unless You tell Us to stop.
Modifying Your Boat
You must notify Us as soon as possible if You modify or intend to modify Your Boat from the manufacturer’s original specifications.

When We receive this information, We may:
- alter the terms and conditions of the Policy;
- charge You an additional Premium;
- cancel the Policy; or
- decide not to offer to renew the Policy.
If You do not provide the information as soon as possible, We may not pay a claim under the Policy.

Receiving the Policy documents
We will provide You with a copy of this document and any applicable Supplementary PDS prior to You making a decision to apply for this insurance. You may be provided with a hard copy or a soft copy, electronically (by email or online).

Other documents such as the Schedule, Supplementary PDS, endorsement or renewal Schedules will be sent to You electronically (by email) unless You specifically request hard copies.

Any documents sent to You by email will be considered to have been received by You 24 hours from the time We sent them to Your email address and it is Your responsibility to inform Us as soon as possible of any changes to the email address (and/or mailing address, where applicable) You have provided to Us.

Premium
We will tell You, when You apply, what Premium is payable, when it needs to be paid and how it can be paid.

Premium Payment Options
You can pay Your Premium:
- as a lump sum annually; in which case the Policy will not be automatically renewed unless:
  - You pay by direct debit; and
  - have previously instructed Us in writing to do so; or
- in monthly instalments by direct debit from a bank account or credit card You nominate, and We will renew the Policy automatically unless You request otherwise.

In all cases We will advise You prior to renewal what the monthly instalments or annual Premium will be for the forthcoming year.

You need to pay Your annual Premium or instalments by the due date otherwise the Policy may be cancelled and You may not be able to make a claim.

How do We calculate Your Premium?
The Premium We charge You:
- is based on a number of factors including Your risk profile (including but not limited to the type of Boat, where Your Boat is located, its value, and losses You have incurred or claims You have made previously);
- can change each year when You renew the Policy regardless of whether You have made a claim or not, or whether any of Your own risk details or No Claim Bonus rating have changed or not, for example based on Our internal processes and reviews of Our own costs and expenses. Your Premium for each Period of Insurance will be shown on the covering letter accompanying the Schedule;
- includes amounts that take into account Our actual or estimated obligation to pay relevant compulsory government charges (e.g. Stamp Duty, GST and Fire Services Levy where applicable) in relation to the Policy as well as other additional charges We tell You about.

Club Marine may also charge You a Policy administration fee which will be shown separately. The Policy administration fee may be charged in circumstances such as arranging the issue or renewal of Your Policy or on cancellation.

Please also note:
- Minimum Premiums may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum Premium is not reached.
- If You are eligible for more than one discount or entitlement, We apply each of them in a predetermined order to the Premium (excluding taxes and government charges) and they may be reduced by any prior applied discounts or entitlements.
- Discounts may not be applied to the Premium for optional covers (where applicable).
- You may be eligible for a ‘No Claim Bonus’, which is a discount off Your Premium. The No Claim Bonus You receive depends on the number of years You have insured Your Boat and the number of claims You have had. You are eligible for the maximum No Claim Bonus if You have experienced no boat related claims in the last five years.
No Claim Bonus

We give You a No Claim Bonus (NCB) which is a discount off Your Premium to reward You for having a good claims history.

When You first take out a Policy with Us, We calculate Your NCB based on Your pleasure craft insurance claims history in the previous 5 years.

The Schedule will show a No Claim Bonus rating from 1-5. The No Claim Bonus works as follows:

- Rating 1 – receives a 25% discount
- Rating 2 – receives a 20% discount
- Rating 3 – receives a 15% discount
- Rating 4 – receives a 10% discount
- Rating 5 – receives no discount.

Your No Claim Bonus will be reduced by 2 ratings for any claim You make under the Policy.

For example: If You were on a No Claim Bonus rating 1 and make a claim Your next renewal would be offered on rating 3.

Where You do not have a rating 1, You improve one rating each year that You do not make a claim. The above discounts may be changed by Us on renewal and We will tell You if this is the case.

For each claim free year You have with Club Marine without a break in cover, Your Policy gains protection points. Once You have five (5) protection points (i.e. 5 years claim free) and then make a claim, Your No Claim Bonus rating will not be affected by that claim. However any subsequent claim may affect Your No Claim Bonus rating.

Instalment Premiums – Special Conditions

Additional charges and special conditions may apply if You decide to pay Your Premium by instalments. You must ensure You pay each instalment on time. We will notify You if You have not paid an instalment and a monthly instalment will be considered unpaid by Us if it cannot be deducted from Your nominated account or credit card.

If an ongoing monthly instalment is unpaid for 14 days or more after the due date then We will refuse a claim for any incidents that take place after the due date of the instalment. We may also deduct any outstanding Premium amount or incorrectly refunded Premium from any claim payment. If the Premium instalment remains unpaid for at least one month after the due date of the instalment, We may cancel the Policy by providing You with written notice of cancellation.

Excesses

Unless We state otherwise in the PDS, when You make a claim under the Policy, You will need to pay an Excess – which is a type of co-payment toward Your claim. The agreed Excess You need to pay for each cover type is shown on the Schedule, or referred to in this PDS.

So for example, if You have an Excess of $1,000 and make a claim for $3,000, We will pay the balance of $2,000. We will only pay the claim if the claim amount is more than the Excess. In some circumstances You will need to pay the Excess amount up front.

When You apply for cover, You will be advised what the standard Excess will be based on the details You have provided. You can in some cases choose a different Excess amount from the available options. Generally, the higher Your Excess amount, the lower Your Premium will be.

In some cases, We may impose an additional compulsory Excess which reflects Our risk and underwriting criteria. For example, Excesses may also be specified for Theft, racing, the age of the driver of Your Boat and so on. You cannot vary or remove these Excesses.

Be prepared for a claim

When You buy the Policy, it makes sense to set Yourself up so that in the event You need to make a claim the process will go as smoothly as possible. For example, in the event of Theft of an item of Equipment and Accessories, it helps to be able to prove that You owned the item – and what it was worth. So keep track of Your receipts – either by filing them or logging them in a tracking app. It’s also a good idea to take photos of Your Equipment and Accessories and Boat so You can get them repaired or replaced more easily if they’re damaged or stolen.

Temporary cover for Your Replacement Boat

If You replace Your Boat, We will automatically provide temporary cover for the Replacement Boat from the date of purchase up to a maximum of 30 days and only up to the lesser of the purchase price of the Replacement Boat and the limit shown in the Schedule under Section 1 for Your Boat.

If cover is to continue on the Replacement Boat:

- You must give Us full details of the Replacement Boat within 30 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.

Sublimits

Unless specified otherwise, any sub-limits expressed in this document are included in and not in addition to the specified limit or limits of liability (as applicable) shown on the Schedule.
**SECTION 1 - BOAT COVER**

*We* will cover *Your Boat* and/or *Insured Components* within the *Geographic Limits* on water, on land or in storage during the *Period of Insurance* including whilst engaged in volunteer marine rescue or during time trials conducted under the control or regulation of a club, association or equivalent body (up to a maximum speed of 30 knots) for the following:

<table>
<thead>
<tr>
<th>What We Cover</th>
<th>What We Do Not Cover</th>
<th>What We Do Not Cover (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accidental Loss or Damage</strong></td>
<td>• Items other than the <em>Insured Components</em>.</td>
<td>• Osmosis, blistering, fibreglass or surface coat blistering or delamination where there is no evidence of <em>Accidental</em> physical impact by an object or materials other than water which has caused a deformation in part of the <em>Hull</em> from which the condition has propagated.</td>
</tr>
<tr>
<td>- the <em>Boat</em> including during <em>Social Yacht Racing</em> and whilst in transit on or in <em>Your</em> own vehicle or on its own <em>Trailer</em> (where applicable).</td>
<td>• Cameras, portable radios, mobile phones, provisions and fuel, unless <em>You</em> have requested cover for them and <em>We</em> have agreed to extend cover in writing.</td>
<td>• Seizure or overheating of <em>Motors</em> unless caused by an external blockage.</td>
</tr>
<tr>
<td>• <em>Insured Components</em> where removed for the purposes of repair, overhaul, servicing or security and whilst they are afloat and during transit from and to the <em>Boat</em> for that purpose.</td>
<td>• <em>Your</em>, or <em>Your</em> family’s <em>Personal Effects, Tools, Fishing Gear, Water Ski Equipment</em> or other sports/leisure equipment not normally sold with the <em>Boat</em> except while on <em>Your Boat</em> or <em>Boat Tender</em> and only while the <em>Boat</em> or <em>Boat Tender</em> is in use.</td>
<td>• Damage caused by water in the fuel unless there is evidence that this resulted from <em>Malicious Damage</em> or petrol station contamination.</td>
</tr>
<tr>
<td>- <em>Moorings.</em></td>
<td>• Loss or damage to a <em>Motor</em> secured to the <em>Boat</em> or <em>Boat Tender</em> in a manner other than that recommended/specified by the manufacturer of the <em>Boat, Boat Tender</em> or <em>Motor</em>.</td>
<td>• Replacement of mechanical or electrical parts with items that are not in accordance with the manufacturer’s original specifications.</td>
</tr>
<tr>
<td>- <em>Seizure or overheating of Motors</em> unless caused by an external blockage.</td>
<td>• Damage to the tyres of <em>Your Trailer</em> by applying the brakes, or by punctures, cuts or bursting of tyres.</td>
<td>• Repairing or replacing any part of <em>Your Boat</em> or <em>Insured Components</em> due to mechanical and/or electrical breakdown or failure, unless <em>We</em> have agreed to extend cover in writing.</td>
</tr>
<tr>
<td>- <em>The cost of improving or altering Your Boat.</em></td>
<td>• The cost of improving or altering <em>Your Boat</em>.</td>
<td></td>
</tr>
<tr>
<td>- <em>Loss or damage 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.</em></td>
<td>• Secondary financial loss or emotional, psychological or sentimental loss resulting from loss or damage to <em>Your Boat</em> or <em>Insured Components</em>.</td>
<td>• Negligent repairs or work performed on <em>Your Boat</em> where performed by <em>You</em> or performed by a repairer (other than work associated with a claim payable under the <em>Policy</em> and authorised by <em>Us</em>).</td>
</tr>
<tr>
<td>- <em>Yacht racing other than Social Yacht Racing,</em> unless <em>You</em> have declared such activity to <em>Us</em>, and <em>We</em> have confirmed an extension to the standard cover in writing (<em>We</em> may require a variation to the standard <em>Excess</em> and/or an additional <em>Premium</em>).</td>
<td>• Transport by professional road haulier unless <em>You</em> have advised <em>Us</em> and <em>We</em> have agreed to extend cover in writing (<em>We</em> may require a variation to the standard <em>Excess</em> and/or an additional <em>Premium</em>).</td>
<td>• While being transported where statutes and laws regarding the transport of <em>Your Boat</em> have not been complied with.</td>
</tr>
<tr>
<td>- <em>Accidental Loss or Damage</em></td>
<td>• The latently defective part or item that is the cause of the damage.</td>
<td></td>
</tr>
</tbody>
</table>

**Deliberate Damage by Authorities**

- Lack of reasonable care in the safeguard, protection and/or security of *Your Boat* or illegal activities.
<table>
<thead>
<tr>
<th>What We Cover</th>
<th>What We Do Not Cover</th>
<th>What We Do Not Cover (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theft</td>
<td>Theft of Your Boat, Personal Watercraft or Insured Components where You have failed to take Reasonable Precautions Against Theft to safeguard and secure it/them when unattended. In some cases we will require You to provide evidence that You had taken such precautions, for example evidence that locks or locked doors have been forced, chains cut etc. Theft by persons to whom You have entrusted Your Boat.</td>
<td>Note: If Your Boat is a Personal Watercraft, unless otherwise specified in the Schedule, the Excess for Theft is increased as follows: • Standard Theft Excess - $1,000; or • where You store Your Personal Watercraft within a complex which has shared parking - $2,000. If Your Personal Watercraft is fitted with an electronic anti-theft identification system or a digitally encoded security system and is recovered undamaged following Theft, the Theft Excess will be refunded to You.</td>
</tr>
<tr>
<td>Malicious Damage</td>
<td>Malicious Damage committed by You or with Your knowledge or collusion with a third party, or by persons to whom You have entrusted Your Boat.</td>
<td></td>
</tr>
<tr>
<td>Water Ingress</td>
<td>Water ingress resulting from the Personal Watercraft’s seat or hatches detaching from the Hull.</td>
<td>Note: • The basic Excess on the Schedule will apply where there is evidence of physical impact with a solid object. • An Excess of $5,000 will be applied if there is no evidence of physical impact with a solid object.</td>
</tr>
</tbody>
</table>

### Lay Up

A **Premium** discount is available for a restriction of cover during Lay Up periods where Your Boat is not being used and is being stored at a specified location You have declared to Us.

Where Lay Up cover is selected and noted on the Schedule, We will only cover You for Accidental Loss or Damage, Malicious Damage or Theft of Your Boat during the Lay Up months specified on the Schedule (and only during the Period of Insurance) when the Boat is:
- within the gates, walls or fences of Your home address specified on the Schedule or at another location if You advise Us and We agree to extend cover in writing; or
- whilst being delivered to, at, and whilst returning from a boat dealer for normal servicing and maintenance or for repairs following a claim.

### Lay Up (Continued)

We do not provide cover for Lay Up for Accidental Loss or Damage, Malicious Damage or Theft of Your Boat when Your Boat is being used, or in locations or in circumstances other than those specifically listed above.

Lay Up cover can be arranged or amended by contacting Us or Your insurance broker.

### Additional Costs

Additional costs You may incur can be claimed following loss or damage due to a claimable event including loss of race/tournament entry fees, Salvage Costs, Precautionary/Emergency Measures, land towing and Club Care Benefits. See page 33.


**SECTION 2 - LEGAL LIABILITY COVER**

*We* will cover You and/or the parties listed below where applicable for legal liability to pay compensation to another party in the following circumstances for death or *Injury* and/or damage to property arising from the use of a *Boat* within the *Geographic Limits* during the *Period of Insurance*.

<table>
<thead>
<tr>
<th>Who/What We Cover</th>
<th>Who/What We Do Not Cover</th>
<th>Who/What We Do Not Cover (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Your Boat</strong></td>
<td>Liability arising from the use of a <em>Boat</em> or <em>Insured Components</em> whilst being used on the <em>Boat</em>.</td>
<td>• Loss or damage to property owned by You or any person using Your <em>Boat</em> or in Your (or their) physical or legal control.</td>
</tr>
<tr>
<td></td>
<td>Professional boat builders or repairers, professional (paid) skippers and crew, yacht clubs or marina operators in respect of liability for third party personal injury or property damage:</td>
<td>• Death or <em>Injury</em> of a person who is employed or contracted in the operation of Your <em>Boat</em> and/or liability that is in any part covered or should be covered in any way by:</td>
</tr>
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<td></td>
<td>• resulting from a negligent repair performed by such parties on Your <em>Boat</em>; or</td>
<td>• statutory or compulsory insurance; or</td>
</tr>
<tr>
<td></td>
<td>• when they are in charge of or in control of Your <em>Boat</em>, other than during an emergency for the purpose of minimising any loss or damage covered by Section 1 of the Policy.</td>
<td>• compensation scheme or fund including Workers Compensation insurance; even if the amount recoverable is nil.</td>
</tr>
<tr>
<td></td>
<td>Liability for <em>Accidents</em> while Your <em>Boat Trailer</em> is attached to, or when it becomes Accidentally detached from, a motor vehicle in motion.</td>
<td>• Other than as specified under the <em>Water Skiing</em> cover (where this optional cover is taken or has been automatically provided), liability arising from the use of sporting/<em>Diving Equipment</em> or from any sporting or recreational activity other than the use of the <em>Boat</em>.</td>
</tr>
<tr>
<td><strong>Other Boats</strong></td>
<td>Where You do not have permission from the boat owner.</td>
<td>Where You, a member of Your family, or anyone who lives with You owns or has an interest in the other boat or other property damaged by the boat.</td>
</tr>
<tr>
<td></td>
<td>Where Your <em>Boat</em> is also being used at the same time.</td>
<td></td>
</tr>
<tr>
<td><strong>Berth/Marina Liability</strong></td>
<td>Liability arising from any other contract that imposes on You a liability which You or a covered person would not otherwise have at common law.</td>
<td></td>
</tr>
<tr>
<td><strong>Removal of Wreck Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provided *We* first agree in writing, *We* will also pay for all legal costs and expenses incurred in defending any court proceedings which may arise in respect of any liability covered by this section.
**Accidental Pollution**

Sudden and **Accidental** discharge, release or escape of fuel, lubricants or sewage from the holding tanks of **Your Boat** up to $500,000 (incl GST) for any one event (including legal expenses).

**Water-Skiing**

(This cover is optional for **Boats** other than for **Personal Watercraft** where this cover is provided automatically)

- **You**
  - any person using **Your Boat** with **Your** permission
  - any person engaged in **Water-Skiing** while being towed, or wake surfing on the wake produced, by **Your Boat** for liability for:
    - death of or **Injury** to the **Water Skier** or to any person caused by the **Water Skier**
    - property damage caused by the **Water Skier**

**Who/What We Do Not Cover**

- **Your** recklessness, deliberate actions or misconduct or that 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.

- Where **You** have not selected this optional cover for **Your Boat** (other than **Personal Watercraft**) and it is not shown on the **Schedule**.
- Where **You** are using **Water Ski Equipment** which is not:
  - commercially manufactured; and
  - designed specifically for the purposes of **Water Skiing**.
- Where **Your Personal Watercraft** is not capable of towing a **Water Skier** in compliance with all statutory requirements.
- Where there is no competent observer on **Your Boat** at the time of the incident giving rise to the claim in accordance with the relevant legal requirements.
- 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 **Water Skiers** become temporarily airborne during normal **Water Skiing** activity.

**What if?**

Someone else is operating **Your Boat** and they cause damage to it?

Regardless of who is responsible for damage to **Your Boat**, **You** will be able to claim under Section 1 provided the loss did not result from an excluded event.

Parties to whom **You** have loaned **Your Boat** are also covered for liability arising from their use of **Your Boat**, as specified above.

However, **We** do not provide cover under Section 2 for professional marine operators such as professional skippers and crew employed by **You**, professional boat builders or repairers, marina operators or yacht clubs when they are in control of **Your Boat**, except in emergencies. The reason for this is that these parties need to have their own liability insurance cover in place, and in the event of a claim for damage to **Your Boat** caused by them, **We** have the right to seek recovery against them and/or any insurance policy they hold.

Reserving **Our** rights to claim against professional operators helps to keep the cost of **Your** insurance down.
SECTION 3 - INJURY TO AN INSURED PERSON

We will cover death or the following specific types of Injury to an Insured Person that is an individual following an Accident when using Your Boat during the Period of Insurance within the Geographic Limits for the amounts shown in the table.

If more than one Insured Person is named as You in the Schedule the amount paid to each Insured Person will be the limit payable under this section divided by the number of Insured Persons.

<table>
<thead>
<tr>
<th>Who/What We Cover</th>
<th>Who/What We Do Not Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the Section 3 Cover limit noted in the Schedule for an Insured Person’s:</td>
<td>see also General Exclusions</td>
</tr>
<tr>
<td>• Accidental Death</td>
<td>• Any entity, company or other organisation that falls within the definition of You that is not an individual person or an Insured Person (as defined).</td>
</tr>
<tr>
<td>• Permanent or total loss of the sight of an eye</td>
<td>• An Insured Person that does not obtain professional attention from a medical practitioner.</td>
</tr>
<tr>
<td>• Permanent and total loss of the use of a limb</td>
<td>• Circumstances where an Insured Person refuses to undergo a medical examination requested by Us.</td>
</tr>
<tr>
<td>Up to 20% of the Section 3 Cover limit noted in the Schedule for permanent and total loss of the use of a thumb or index finger.</td>
<td>• Death, permanent Injury or total loss of the use of a limb, eye, thumb or index finger occurring after 12 months from the date of the Accident.</td>
</tr>
<tr>
<td>Funeral expenses up to $5,000 (incl GST) in addition to the Section 3 Cover limit.</td>
<td>• Self-inflicted death or Injury, including suicide or attempted suicide whilst sane or insane.</td>
</tr>
</tbody>
</table>
GENERAL EXCLUSIONS

In addition to any other exclusions listed for an event or cover section on the previous pages here’s a list of things We won’t cover under any section of the Policy.

Who/What We Do Not Cover

Asbestos
Liability arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos.

Commercial Use
Any claim arising from an incident involving Your Boat or any Boat covered by the Policy, when it is being used for hire, charter or reward of any kind unless You first advise Us and We agree to extend cover in writing.

Computer software
Any claim for loss or damage to property which contains or comprises Computer Technology and which:

- fails to perform/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.

Liability arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of Computer Technology, electronic mail, a computer virus, or any internet content or service.

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 the Policy.

Delamination, deterioration, corrosion and electrolysis
Any claim in respect of loss or damage caused by delamination, deterioration, corrosion or electrolysis.

Disease
Liability for disease transmitted by You or anyone using Your Boat.

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

Fines and Penalties
- Fines, penalties or aggravated, punitive or exemplary damages.
- Legal costs and expenses relating to any criminal, maritime or traffic proceedings.

Fraud
Any claim involving false or fraudulent representation by You or a person who is acting with Your express or implied consent. We may refuse payment of the claim and/or cancel the Policy under these circumstances.

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

- specifically provided by the Policy; or
- You advise Us and We agree to extend cover 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:
  - Your 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 cover in writing).

Lay Up
Any claim under Section 2 or 3 when Your Boat is being used during periods where Lay Up cover applies.

Malicious or criminal act
Any claim caused by or arising as a result of a malicious or criminal act (including Theft, conversion or misappropriation) caused by or involving You or a person acting with Your express or implied consent.

Non-financial loss
Any relief or recovery other than monetary amounts.
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.

Overpowered 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 Hull manufacturer.

Persons In Control
Any claim arising from an Accident involving Your Boat or any Boat covered by this Policy when under the control of:
- an unlicensed person when a licence is necessary, or a licenced person not observing or complying with all relevant licensing regulations for the operation of the Boat;
- 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 and We have agreed to cover them 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.

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

Racing
You, Your Boat or any Boat covered by this Policy for racing or speed tests, other than Social Yacht Racing, unless agreed and extended by Us in writing.

Reasonable Care
Loss or damage caused by or arising from a lack of reasonable care, protection and/or security of Your Boat, Insured Components or any other Boat covered by the Policy.

Speed
Any claim caused by or arising as a result of Your Boat (other than Personal Watercraft) or any Boat covered by the Policy exceeding the speed shown on the Schedule, or in the case of Personal Watercraft exceeding the speed of 65 knots.

Terrorism
Loss, damage, liability, Injury, illness, death, cost or expense arising directly or indirectly out of or in any way connected with:
- 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
- any action controlling, preventing, suppressing, retaliating against or responding to any act referred to above.

Unlawful purposes
Any claim arising from an incident involving Your Boat or any boat covered by the Policy or other insured property when it is being used for an unlawful or illegal purpose.

Unsuitable Moorings
Any claim for loss or damage caused by or arising as a result of the Moorings used by Your Boat or any Boat covered by the Policy not being:
- of a suitable design and weighting for Your Boat or any Boat covered by the Policy;
- appropriately sited; and/or
- regularly maintained by a qualified Moorings contractor on at least an annual basis and in good order.

Vermin
Loss or damage caused by vermin (which includes small animals, sea life, insects and birds that are troublesome or destructive to property and whether a protected species or otherwise).

Water Skiing
Other than as specified under the Water Skiing cover (where this optional cover is taken or has been automatically provided for Personal Watercraft), any claim caused by or arising as a result of the use of Your Boat or any Boat covered by the Policy for Water Skiing.

War
Loss, damage, liability or expense caused by or arising from war (whether war is declared or not), acts of war, civil war, revolution, rebellion, insurrection, civil strife or hostile acts by or against a belligerent power:
- when Your Boat is ashore; or
- when Your Boat is afloat, where resulting 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.

Wear and Tear
Loss or damage caused by wear and tear.
If things go wrong and You need to make a claim, We will do Our best to make the experience a positive one. Here's some important information about the claims process.

By following these simple instructions You can make claiming easier – and help Us process Your claim more quickly. If You have any questions about making a claim, We would love to hear from You. Call Us on 1300 00 CLUB (2582).

<table>
<thead>
<tr>
<th>What You Need To Do</th>
<th>Why You Need To Do It</th>
</tr>
</thead>
</table>
| ✓ Make sure that everyone is safe.  
 ✓ Do what You can to prevent any further damage, loss or liability. | By acting quickly to ensure everyone is safe and, if necessary, seeking medical assistance, You may help to minimise the impact of any Injury which has occurred.  
 By preventing further damage, You may be able to get back on the water faster and keep the costs of repairs down. |
| ✓ If Your Motor has been submerged:  
 • dry the engine;  
 • drain oil and fuel;  
 • flush out the engine with hose- or dewatering-fluid;  
 • drain again;  
 • fill with oil or dewatering fluid; and  
 • take to a repairer or mechanic as soon as possible. | This will help prevent further damage to Your Motor and keep the costs of repairs down. |
| ✓ Tell the police immediately about any Malicious Damage, Theft, attempted Theft, or loss of insured property. | Police report numbers may be a valuable part of Your claim – so make sure You ask for them. |
| ✓ Obtain a written, itemised quotation for repairs.  
 ❌ Don’t authorise repairs or replacement unless You are preventing further loss, damage or liability. | If You authorise repairs, We may not be able to cover them in Your claim. |
| ✓ Get in touch with Us as soon as possible by lodging Your claim online or calling Us, telling Us the full details of any loss, damage, liability or Injury that You might claim for.  
 Our after hours emergency claims service phone number is 1300 00 CLUB (2582). | As soon as We hear from You, We can start the claims process. We can also help You through the process, to make it easier.  
 In the event of a claim We will pay the damages incurred and accepted on the date of loss, but We will not be responsible for any additional deterioration that may occur due to a delayed claim submission. |
| ✓ You must be able to prove that You have a valid claim under the Policy and provide Us with evidence that proves Your loss. This includes:  
 • Documentation relevant to ownership/purchase including receipts and valuations  
 • Service records  
 • Photographs  
 • Evidence supporting the amount of damage | We will need proof that the loss is covered by the Policy, that You own the items that You are claiming on and in some cases, their pre-loss condition. We may require statements or photographs or other documentation. The more information We have, the more likely We are to be able to process Your claim successfully. |
| ❌ For third party claims do not:  
 • Admit fault, guilt or liability  
 • Negotiate or make any offer of settlement or payment  
 • Enter into correspondence with a third party claimant | If You agree with the third party that You are liable, then We will probably be unable to defend the claim and protect You. |
Choice of repairer

You may choose the repairer of Your Boat but if You do:

- We may request that You take it to another repairer.
- You or Your repairer must get a written agreement from Us to start repairs before We will accept responsibility for them.
- You must make Your Boat available for Our inspection.
- It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

How We settle Your claims

Total Loss or Constructive Total Loss
Where We determine that Your claim is covered by the Policy We will at Our option, (subject to payment of the relevant Excess and any Premium adjustment):

- replace Your Boat (or Insured Components of the Boat which have been lost); or
- pay You the reasonable cost of repairing or replacing Your Boat (or the Insured Components of the Boat which have been lost); or
- settle the claim by payment of a cash sum for the Boat or Insured Component based on either the Market Value, or Agreed Value if specified in the Schedule.

Where no value is specified for an item in the Schedule, that item is insured for Market Value.

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

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 for any unused portion of the Premium.

If Your Boat is a Personal Watercraft

If Your Personal Watercraft is new on the date when You first enter into a Policy with Us covering Your Personal Watercraft for the full recommended retail price and it becomes a Total Loss or Constructive Total Loss within the first 2 years and while a Policy is in force, We will replace it with a new Personal Watercraft of the same make and similar model and specifications provided this does not exceed the limit specified in the Schedule.

We will also pay for all dealer delivery fees, registration costs and statutory charges incurred by You in addition to the limit specified in the Schedule, provided You agree to pay Us any refund amount You obtain for registration or statutory charges on the Personal Watercraft You are replacing.

Where Your Personal Watercraft is financed, We will require written consent from Your financier in order to supply a replacement.

If a replacement Personal Watercraft is not available, or We are unable to replace it, We will pay You the original purchase price of Your Personal Watercraft up to the limit shown in the Schedule.

If We replace Your Personal Watercraft, the Policy will continue to cover Your new replacement Personal Watercraft until the end of the Period of Insurance. We will not require You to pay any additional Premium for this cover.

Limitations on certain items

For the following items the maximum We will pay (not in addition to the Section 1 limit specified in the Schedule) is:

- Fishing Gear, Water Ski Equipment, Diving Equipment and Tools - $1,500 (incl. GST) for each item and $10,000 (incl. GST) in total for all claims combined unless otherwise noted on the Schedule.
- Personal Effects - $1,500 (incl. GST) for each item and $10,000 (incl. GST) in total for all claims combined unless otherwise noted on the Schedule.

Damage or Partial Loss

1. We will at Our option, either arrange for repair or replacement of damaged items, or alternatively reimburse You for the reasonable cost of repairs and/or replacements required to bring the Boat or Insured Components as near as possible to its appearance and condition immediately prior to the claimed loss or damage.

Please note that it is Our decision whether to make a cash settlement in lieu of repairs. We will not generally make a cash settlement for partial losses which exceed the reasonable authorised cost of repair or replacement of the damaged item.

2. 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 or Insured Components.

For example, We won’t pay extra to respray and finish the whole Boat to perfectly match the repaired Hull section.
3. *We* may, subject to criteria including but not limited to the age, usage and condition of the *Insured Components*, take into account reasonable *Depreciation* in settling the claim.

*Depreciation* rates will vary between different *Insured Components*, their age, lifespan, usage and condition (i.e. *We* take into account remaining operational life before the loss). *We* will utilise expert opinion where *We* apply *Depreciation* and will inform *You* how this is calculated where applicable.

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### Repair Guarantee

Where *We* have selected and directly authorised a repairer, *We* will accept responsibility for the quality of the workmanship and materials and will guarantee *Your* repairs in line with the General Insurance Code of Practice.

### Genuine Parts

If *We* agree to repair *Your Motor* and are unable to fix the damaged part/s, *We* will replace the damaged part/s with genuine parts. This benefit only applies if the part is locally available at the time of repair.

### 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 the *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 the *Policy*, *We* will settle *Your* claim in accordance with the terms and conditions of the *Policy*.

### No fault excess waiver

*We* will not apply the *Excess* where:

- *Your Boat* or an *Insured Component* of *Your Boat* suffers *Accidental Loss or Damage* as a result of a collision and:
  - *We* agree that *You*, or the person in control of *Your Boat* at the time of the *Accident*, were not at fault; and
  - *You* can identify and provide the name and contact details for the person/party who was at fault. ‘At fault’ in this case means fully or primarily responsible for the loss or damage. Sometimes more than one person can be at fault but *We* will determine who was ‘at fault’ based on available evidence and witness statements and taking into account established principles and practice; or
  - in the case of *Theft* or *Malicious Damage*, a police report is available that shows the name and address of the offender who has been charged with or convicted of the crime.

### Additional costs following loss or damage due to an event covered under Section 1

#### Precautionary/Emergency Measures and Salvage Costs

*We* will pay the reasonable costs to prevent or minimise loss or damage to *Your Boat* and *Insured Components*, and costs to recover the *Boat* or move it to safety, following an insured event covered by Section 1 in addition to the Section 1 limit specified in the *Schedule*, but not exceeding an amount equal to the Section 1 limit.

#### What if?

*You* incur expenses to minimise loss or damage to *Your Boat*.

If *You* incur expenses to prevent or minimise loss of *Your Boat* *You* may be able to claim these if they were reasonable under the circumstances.

For example, *Your Boat* hits a rock, and needs to be patched temporarily to allow it to be returned to a place where it can be permanently repaired. *You* can claim both the cost of temporary repairs and the permanent repairs.

### Land Towing

*We* will also pay up to $1,000 in addition to the Section 1 limit 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 a trailer).

### Club Care Benefits

*We* will also pay (without application of any additional *Excess*) up to $5,000 (incl GST) in total in addition to the Section 1 limit for all *Club Care Benefit* claims.

### Race/Tournament Entry Fees

*We* will cover *You* for loss of entry fees that are not refundable and paid by *You* and *Your* crew should a claim under the *Policy* cause *You* to withdraw from a fishing tournament or yacht racing event up to $2,000 (incl GST) in addition to the Section 1 limit. The cover provided by this benefit will only be paid if the loss or damage sustained by *Your Boat* necessitates *Your* withdrawal and no *Excess* will apply for these costs.
Cancellation rights under the Policy

You may cancel the Policy at any time by telephoning Us. We have the right to cancel the Policy in certain circumstances where permitted by law.

These include:

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

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 in one of the following ways:

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

If You or We cancel the Policy We may deduct a pro rata proportion of the Premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties that 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 for any unused portion of the Premium.

Complaints and disputes

We want to resolve any complaint You have as quickly as possible. The diagram below outlines the steps that make up Our complaint and dispute resolution process.

1. Stage 1

Call Us on 1300 00 CLUB (2582) as a Club Marine staff member may be able to resolve it. If not they can refer it to a manager. They will try and resolve it straight away.

2. Stage 2

We will treat Your complaint as a dispute and You can have it reviewed by one of Our dispute resolution officers who has the appropriate experience, knowledge and authority. We will tell You who to contact for this review.

3. Stage 3

If You are not happy with the decision or a decision is not reached within 45 days You may seek an external review. We will provide You with information on external review options such as referral to the Australian Financial Complaints Authority (AFCA).

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures. A dispute can be referred to the Australian Financial Complaints Authority (AFCA) subject to its rules.
AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules. Here are AFCA’s contact details:

The Australian Financial Complaints Authority
Phone: 1800 931 678
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.afca.org.au

Financial Claims Scheme
In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the 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.

General Insurance Code of Practice
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. 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 document.

Governing law
The laws of the Commonwealth of Australia and the State or Territory where the Policy was issued apply and any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the courts of Australia.

GST notice
The Policy has a GST provision in relation to Premium and Our payment 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 the Policy may be increased for GST in some circumstances (see below).

Claim settlements – where We agree to pay
When We calculate the amount We will pay You, We will consider 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 limit of liability or other limits shown in the Policy or in the current Schedule unless otherwise stated.

If the limit/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 the 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. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Insurance intermediaries
• If the Policy has been issued through Our agent, or an insurance intermediary who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

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

• Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. Go to Remuneration, page 39.

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 the 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 bodies and 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:

- 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;
- provide Our products and services, including to process and settle claims; and
- conduct market or customer research and to determine those products or services that may suit You.

You can choose not to receive product or service offerings from:

- Us or Our related companies; or
- Us on behalf of on behalf of Our brokers, intermediaries and/or Our business partners.

To opt-out, call Club Marine – 1300 00 CLUB (2582). Refer to Our website for business hours.

Who We Disclose Your Personal Information To

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;
- 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 the Policy (such as a financier and/or dealer); and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, industry databases 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 to which this information may be disclosed include:

- Canada;
- Germany;
- New Zealand;
- United Kingdom;
- the United States of America; and
- other countries in which the Allianz Group has a presence or engages subcontractors.

We regularly review the security of Our systems that are used for sending personal information overseas. Any information disclosed 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). Refer to Our website for business hours.

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. Should You wish to obtain more information about Our privacy policy it is available at www.allianz.com.au or contact Club Marine on 1300 00 CLUB (2582) and ask for a copy of Our privacy policy.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. If You require access to a recorded call, a copy or appropriate access will be provided by Us where available. It should be noted that not all calls are recorded and therefore not all calls will be accessible upon request.

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.

Remuneration

The Premium for this pleasure craft insurance Policy is payable to Allianz as the insurer.

If Your Policy has been arranged through an intermediary, they receive a commission (inclusive of GST), which is calculated as a percentage of the Premium You pay for a pleasure craft Policy issued to You. It is only paid if You buy a Policy.

Club Marine is also remunerated by Allianz for providing services on behalf of Allianz. This is a percentage (exclusive of GST) of the Premium that You pay for an insurance Policy and is only paid if You buy a Policy.

The rate of commission can range up to 30% on pleasure craft insurance. Club Marine may also charge You an administration fee when You first enter into a Policy and on any renewal or cancellation. This fee is itemised on Your Policy documents.
WORDS WITH SPECIAL MEANING

Some of the words in the Policy have special meanings wherever they appear with a capital letter in bold and italic text. These words and their meanings are defined below.

Accidental Loss or Damage
Physical loss and/or damage which occurs by Accident.

Accident(al)/ Accidentally
A happening that is unforeseen and unintended by You.

Act of Terrorism
Any act of terrorism, including but 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.

Agreed Value
Where applicable, and so noted on the Schedule under Section 1, the amount agreed in writing between You and Us at the time the Policy is taken out, renewed or updated as representing the value of the relevant Boat or Insured Component.

Unless otherwise specified in the Schedule, Your Boat is insured for Market Value and not Agreed Value.

Boat
The insured boat described in the Schedule, including each of Your Insured Components, or, where applicable, a Replacement Boat. The term boat where used in this document includes a Personal Watercraft where this is the item We have agreed to insure and this is shown in the Schedule.

Boat Tender
An auxiliary boat or dinghy (including Motor) which is carried on the deck of, and that is used to service the, insured Boat, for example, as a lifeboat or a means of transportation between the shore and Your moored Boat.

Boat Tender excludes Personal Watercraft and kayaks/canoes unless agreed and extended in writing.

Club Care Benefits
Assistance services immediately following an emergency or unforeseen incident which gives rise to a claim under the Policy including:

• emergency delivery of fuel;
**Excess**
The amount shown on the Schedule or referred to in this document, which You must first pay when You make a claim under the Policy (see the section of the Policy called ‘Excesses’ for more details on Excess payments).

No Excess is applicable to third party death or Injury claims under Section 2 or any claims under Section 3.

**Fishing Gear**
Rods and reels only (but not fishing tackle) used for the purpose of recreational/sport fishing owned by You.

**Flood**
The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Geographic Limits**
- Within either Australia or New Zealand whilst Your Boat is stored on land or is in transit on its own Trailer;
- on the Australian mainland and Tasmania, or the New Zealand North and South Islands whilst Your Boat is at any marina, slipway or location when laid-up ashore or undergoing routine servicing or maintenance; or
- up to 250nm from the coast of the Australian mainland and Tasmania, or the New Zealand North and South Islands, whilst Your Boat is afloat or navigating on inland or coastal waters unless otherwise:
  - restricted on the Schedule; or
  - extended on the Schedule.

**Hull**
The hull, deck, cabin, deck fixtures and fittings on or below the deck and which form part of Your Boat.

**Injury**
Bodily injury caused solely and directly by violent, external and visible means, including exposure to the elements caused by those means.

**Insured Components**
The:
- Hull(s);
- Masts, Spars, Rigging and Sails;
- Motor(s);
- Electronics, Navigation and Guidance Systems;
- Trailer;
- Equipment and Accessories;
- Boat Tender (where applicable); and
- Personal Effects, but only when on the insured Boat or the Boat Tender.

**Insured Person**
You, but only if You are an individual person.

**Insured Person** excludes any entity, company or other organisation that falls within the definition of You that is not an individual person.

**Latent Defect**
A flaw in the material used in the construction of the Boat that has now become evident but would not previously have been discoverable by a competent tradesperson carrying out an inspection.

**Lay Up**
A period where Your Boat is not being used and is being stored at a specified location which You have declared to Us and for which Lay Up cover is noted as applying to Your Policy on the Schedule.

In return for a Premium discount, restrictions to cover under Section 1 apply where Lay Up cover is noted as applying to Your Policy on the Schedule and no cover is provided under Section 2 or Section 3 during periods where Lay Up cover applies and Your Boat is being used.

**Malicious Damage**
Intentional damage done to Your Boat by someone else without Your consent or damage done to Your Boat during an attempted theft.

**Market Value**
The value based on the information available to Us (e.g. from people directly involved in the sale of boats), that We determine represents the cost of replacing the Boat immediately prior to the claimed loss or damage taking into account its make, model, condition and location.

**Masts, Spars, Rigging and Sails**
The masts, booms, fittings, spinnaker poles, standing and running rigging and sails of Your Boat.
Moorings
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)
Stern drive units, inboard and outboard engines described in the Schedule and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, battery and control cables and generator.

Period of Insurance
The period of insurance shown on the Schedule, unless the Policy otherwise ends earlier in accordance with the Policy terms or law. Each renewal gives rise to a new contract and new Period of Insurance which is separate to any prior Period of Insurance.

Personal Effects
Personal items belonging to You or Your immediate family, limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses and manchester.

Personal Watercraft
A trailerable recreational watercraft that the rider sits or stands on, rather than inside of as in the case of a boat, with an inboard engine driving a pump jet for propulsion and steering. Examples include Jet Skis, WaveRunners or Sea-Doos.

Policy
Our agreement with You, including this document, the Schedule and any endorsements or other documents We issue in writing which may change the standard cover.

Premium
The cost of Your insurance.

Precautionary/ Emergency Measures
Reasonable costs incurred by You in preventing or minimising any loss or damage to Your Boat and Insured Components covered by Section 1 of the Policy. We will pay these costs in addition to any payment for the loss or damage to Your Boat, subject to the limit expressed in the Policy.

Reasonable Precautions Against Theft
Good standards of prudence and caution, and taking of measures to prevent or minimise Theft, including but not limited to:

• for trailerable Boats or Personal Watercraft when not in use
  • storing it in a locked garage or locked yard, and activating any alarms, surveillance systems or other security measures available, or
  • where the Boat or Personal Watercraft is left unattended in the open air or stored on its trailer either permanently or temporarily, securing the Boat and/or Trailer to a fixed object using a combination of chains and locks, or applying a wheel locking device on the Trailer and securing the Boat using a combination of locks and chains to the Trailer

• always locking the Boat cabins or compartments when unattended
• not leaving keys in the ignition or near the Boat, Personal Watercraft or Tender
• when unattended, storing any valuable movable items such as Personal Effects, Tools, Fishing Gear, Water Ski Equipment, Diving Equipment or mobile electronic devices in a securely locked compartment of the Boat when the Boat itself is not within a locked garage or building.

Removal of Wreck Costs
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 Your Boat following an insured event covered under Section 1 of the Policy.

Replacement Boat
A Boat purchased by You to replace Your Boat described in the Schedule, which must be notified to Us within 30 days of its purchase and which We must agree to cover after any temporary cover period in accordance with the Policy.

Salvage Costs
Costs to recover the Boat or move it to safety, if Your Boat gets into difficulties or is damaged by an insured event covered under Section 1 whilst afloat. Such charges are paid in addition to any payment for the loss or damage to Your Boat, subject to the limit expressed in the Policy.

Schedule
The schedule in respect of the Policy, which We have most recently given to You or sent to Your last known address. This sets out the:

• Period of Insurance;
• the covered property;
• the limits or limits of liability for each Section of the Policy and any limits for additional covers selected;
• the Excesses that apply; and
• any variation to the standard terms.

Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule.
**Social Yacht Racing**

Yacht racing which does not include 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, within the **Geographic Limits** of the **Policy**.

**Theft**

Someone taking Your **Boat**, or Equipment and **Accessories**, without Your knowledge, consent or agreement with the intention of depriving You of them.

**Tools**

Tools kept permanently on Your **Boat** for emergency, breakdown and maintenance purposes.

**Total Loss**

- In respect of **Boat** – irretrievable loss of Your entire **Boat**; or
- in respect of individual **Insured Components** of the **Boat** – irretrievable loss of that item (or items).

The **Boat**, or an individual **Insured Component** where applicable, is also considered to be a **Total Loss** (Constructive **Total Loss**) in circumstances where, following insured damage, it is, in Our opinion, uneconomical to repair or requires repairs costing more than the **Market Value** or **Agreed Value** of the lost item.

**Trailer**

The insured trailer described in the **Schedule**.

**Water Skier**

A person engaged in **Water Skiing** activities.

**Water Skiing**

The activities of water skiing, wake boarding, wake surfing and aquaplaning.

**Water Ski Equipment**

Water skis, wakeboards, wake surfing equipment, knee boards, ski biscuits, vests and ropes owned by You.

**‘We’, ‘Us’ and ‘Our’**

Allianz Australia Insurance Limited (ABN 15 000 122 850) of 2 Market Street, Sydney NSW 2000 (the insurer of the **Policy**), acting through its agent Club Marine Limited ABN 12 007 588 347.

**‘You’, ‘Your’ “Yourself”**

The person or persons/company named as the ‘Insured’ on the **Schedule**.