

CLUB
MARINE



COMMERCIAL BOAT INSURANCE POLICY

POLICY DOCUMENT



WELCOME AND IMPORTANT NOTICES

About Club Marine and Allianz Australia

Allianz Australia Insurance Limited AFS Licence No. 234708 (ABN 15 000 122 850) GPO Box 9870, Melbourne VIC 3000 is the insurer of Club Marine Commercial Boat Insurance.

Club Marine Limited AFS Licence No. 236916 (ABN 12 007 588 347) PO Box 47, Sandringham Victoria 3191 is owned by Allianz and has been given a 'binding' authority by Allianz to issue, vary and dispose of this insurance and handle and settle claims as agents of Allianz as if they were the insurer. Please refer to the Financial Services Guide of Club Marine and its authorised representatives for more detail.


Club Marine is an Australian organisation that specialises in providing insurance products for private and commercial leisure boats. With over 65 years as a specialist in pleasure craft insurance, Club Marine provides boat owners with an integrated range of services designed to maximise their enjoyment on the water.

Read This Document Carefully

This document is important. You should read it carefully before deciding to purchase this insurance. It will help You to:

- decide whether this insurance meets Your needs;
- compare this insurance with others You may be considering; and
- understand the coverage available and the standard terms, conditions, limits and exclusions which apply.

General Advice Warning

 It is up to You to choose the cover You need. Any advice contained in this document is general advice only and does not take into account Your objectives, financial situation or needs. You must decide on the right type of cover for Your situation, so make sure You read this document carefully.

Contacting Us

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if You wish to automatically receive confirmation of the transaction after it occurs e.g., at the conclusion or settlement of the claim, please contact Us.

Preparation date: 13/04/2025.

COVER SUMMARY

This Club Marine Commercial Boat Insurance Policy is designed to provide cover as explained in this document, to persons that want to use a boat designed and built as a private pleasure craft, for predominantly commercial activities such as:

- Skippered charter
- Bareboat charter
- Dive charter
- Fishing charter
- Sail training
- Sailing and boat club fleets
- Stock afloat and demonstration
- Trailer boat demonstration
- Boat brokerage tenders
- Builders risk
- Licence training

The relevant commercial and other activities to be covered will be determined when You apply.

Cover for Your Boat

The following is a basic snapshot of the available types of cover, which are subject to eligibility and the applicable terms and conditions (including limits and exclusions) not specified. You must refer to the Cover Sections and the Policy to properly understand the cover provided.

Section 1 principally provides cover for Accidental Loss or Damage (including Theft of, or Malicious Damage to Your Boat), and certain other types of property when located on board Your Boat which occurs during the Period of Insurance and in the Geographic Limits, up to the applicable Section 1 Limits 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 the Schedule. Go to page 14.

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 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 the 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 Accidental Loss or Damage 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 25.

Various automatic types of additional benefits are also provided. These are Precautionary/Emergency Measures, Salvage Costs, Land Towing, Race/Tournament Entry Fees, Hull Inspection, and Fixed Fire Suppression Appliances.

You can also apply for an Optional Loss of Hire/Earnings Additional Cover.

Cover for Third Party Claims

Section 2 principally provides cover for Your legal liability to pay compensation to another party for death, and/or Injury, and/or property damage, arising from the use of Your Boat in the specified circumstances up to the limit of liability specified in the Schedule. It also covers You for certain liability under a berthing or mooring agreement, certain Accidental pollution, and certain associated legal costs and expenses.

Automatic Water Skiers Liability Boat Tender Additional Cover is also provided.

You can also apply for an Optional Fare Paying Passengers Additional Cover.

Cover for Injury to an Insured Person

Section 3 covers Insured Persons up to certain specified limits 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 there is more than one Insured Person in an Incident, the amount paid to each Insured Person will be the limit payable under this section divided by the number of Insured Persons included in the claim for that Incident. Go to page 18.


Other Benefits

Certain other benefits are also provided such as Club Care Benefits, Temporary Cover for Your Replacement Boat and Temporary Extension to the Period of Insurance.

No Workers Compensation Cover

This Policy does not include workers compensation cover. Such cover is compulsory for employers and You should arrange separate insurance.

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 have a legal obligation to comply with the 'Duty of Disclosure' as detailed on page 8 before or at the time You enter into the Policy with Us (including on any variation and renewal). Where the Insurance Contracts Act 1984 (Cth) applies, if You fail to comply, 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. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning. Where the Marine Insurance Act 1909 applies, We may avoid the contract from its beginning.

The amount You can recover in the event of a claim is up to the applicable limit shown on the Schedule or the Policy. For Section 1 it will be either the Agreed Value or Market Value of Your Boat (or specified Insured Components), for Section 2 it will be the limit of liability and for Section 3 the amounts specified relevant to the death or specified Injury. Additionally, specific sub-limits apply to certain types of claims 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 13-19.

In the event of a claim You will, where applicable, have to pay or bear any applicable Excess(es) as shown on the Schedule. We only cover You for the amount by which the total claim exceeds any applicable Excess(es). Go to page 24.

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 pages 7 and 26.

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 13-22.

We specify other conditions in the Policy which set out Your obligations. If You fail to meet these obligations, We may reduce or refuse a claim in whole or in part to the extent We are prejudiced by Your failure and/or cancel the Policy (to the extent permitted by law). Go to pages 7-12 and 22-27.

You should also refer to the 'Words With Special Meaning' section to ensure You understand what We mean by the special terms used. These are capitalised in this document. Go to pages 30-35.

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THE POLICY

What Documents Make Up the Policy?

Where We agree to insure You, the Policy (Your contract with Us) is made up of this document, the Schedule and any other document We agree with You will form part of the Policy. We will let You know what the other documents are when You take out the Policy or when required or permitted by law. Together these documents describe the terms and conditions of Your insurance and what You are covered for.

We will cover You on the basis specified in these Policy documents, 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(es), 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
- Your compliance with Your 'Duty of Disclosure' obligations – as detailed on page 8.

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

Failure to Comply with Policy Terms and Conditions

⚠ If You do not comply with the Policy terms and conditions, We may reduce or refuse to pay a claim to the extent We are prejudiced by Your failure, and/or cancel the Policy (to the extent permitted by law).

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 Us, 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 cover expires at 4pm on the relevant date unless otherwise specified. We agree this Policy 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 27.

14-day Cooling Off Period

A 14-day cooling off period applies to this insurance. So, if You decide You don't want this Policy, You can cancel it up to 14 days from:

- the date We issue a new Policy to You; or
- the start date of a renewed Policy.

We'll refund Your premium in full, as long as You:

- haven't made a claim; or
- don't need to make a claim.

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 27 for details.

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. You should contact Us to determine what premium refund may apply.

How Much You're Covered For

It's up to You to decide the limit and level of cover for Your Policy. If You don't have enough cover, You could end up having to pay for some of the costs Yourself.

⚠ Remember, We will only pay up to the amount of Your loss subject to the Policy limits or limit of liability, so You should also be careful not to underinsure. When selecting a limit for the Boat, You should 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 not pay any GST in addition to the Section 1 Limit – please see the GST notice on page 28.

Sub-limits

⚠ Unless specified otherwise, any sub-limits expressed in the Policy are included in, and not in addition to, any specified Policy limit or limits of liability (as applicable).

Applying for Cover

You may apply for cover by completing Our application form and sending it to Us, or by calling Us.

Depending on the information You provide, 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 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.

How to Renew Your Policy

1. We will contact You at least 14 days before Your Policy expiry date.
2. If We offer You a renewal, We will set out the proposed terms including the new premium and Excess(es).
3. If You are paying by instalments and We agree to renew Your Policy, We will deduct the instalments for the new Policy from Your previously nominated account unless You tell Us otherwise. If You pay annually, You will need to pay the renewal premium due by the renewal date to ensure You have cover from this date.
4. You should check that Your cover, including the sum insured and Policy limits, is still appropriate for You.
5. If You don't want to take up the renewal offer or need to change the Policy or the information listed, contact Us before the renewal date.
6. Each renewal is a separate Policy, not an extension of Your previous Policy. The 14-day cooling off period applies on each renewal.

Your Responsibilities

You are responsible for:

- meeting the Policy terms and conditions.
- keeping Your Boat well maintained and in a seaworthy condition. Seaworthy condition means that the Boat must be reasonably fit in all respects, during operation or mooring to encounter the ordinary perils of protected waters, inland waters, rivers or lakes and the sea and ports.
- ensuring Your Boat is only used for Your Agreed Usage.
- making sure all the information You give as part of a claim document or statement is honest and complete.
- taking reasonable steps to prevent loss or damage.

Theft Precautions

You are also responsible for taking reasonable steps to do the following.

When Your Boat is left unattended:

- always lock the Boat cabins and compartments.
- do not leave keys in the ignition or near the Boat, including the Boat Tender.
- store Electric Water Sports Equipment, Personal Effects, Tools, Fishing Gear, Water Ski Equipment, Diving Equipment, and mobile electronic devices in a securely locked compartment of the Boat, unless the Boat is within a locked garage or building.
- store Insured Components that are removed from Your Boat in a locked garage or building.

If Your Boat is trailerable and Your Boat and/or Trailer is left unattended, You must also take all reasonable care to:

- store the Boat and/or Trailer in a locked garage or locked yard and activate any alarms, surveillance systems or other security measures available; or
- secure the Boat and/or Trailer to a fixed object or a locked motor vehicle using a combination of chains and locks; or
- apply an Anti-Theft Device to the Trailer.

Anyone Acting With Your Consent

You are responsible for taking reasonable steps to ensure anyone acting with Your consent:

- takes the Theft Precautions outlined above; and
- takes reasonable steps to prevent loss or damage.

If You do not meet Your responsibilities

We could cancel Your Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with Your responsibilities.

Changes to Your Policy

If something changes after You have taken out the Policy, it may affect Your cover.


You must contact Us as soon as reasonably possible when:

- You change where or how You permanently store/moor Your Boat.
- You change the power, performance or speed of Your Boat.
- You change the construction material of the mast on Your Boat.
- You modify Your Boat from the manufacturer's original specifications.
- You notice anything listed in Your Schedule is incorrect or changes.
- The physical condition of Your Boat changes, for example, if it's no longer seaworthy.
- You alter Your Boat in a way that changes its value.
- The activities described as Your Agreed Usage or maximum number of passengers You can carry (if applicable), as specified in Your Schedule changes.

If You don't let Us know about any of these changes and You need to claim, We could cancel Your Policy and/or reduce or refuse to pay Your claim, to the extent We are prejudiced by Your failure to let Us know about these changes.

You can also contact Us if You want to apply to vary Your Policy during the Period of Insurance for any other reason, for example to increase Your sums insured or to take out additional cover options that may be available.

What We might need to do:

 When We receive this information, We may:

- propose changes to the terms and conditions of the Policy; and/or
- propose to charge You an additional premium; or
- cancel the 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; or
- decide not to offer to renew the Policy.

Evidencing Your Boat's Value and Condition

We may request You to provide reasonable evidence of the condition or value of Your Boat when You apply for cover, renew Your Policy, or if You change the details of Your Boat during the Policy term.

This may include documents such as condition reports, survey reports, rigging reports, photographs, and valuations. We may require reports and valuations to be completed by an independent third party.

You are responsible for arranging and paying the costs associated with these documents. We don't pay or reimburse any of these costs.

If You don't provide Us with the evidence that We request, it may impact Our decision to insure You and the terms We offer to insure You on.

Receiving the Policy Documents

We will send Your documents electronically, to the email address that You provide Us. These documents will be considered to have been received by You 24 hours from the time We sent them to Your email address. It is Your responsibility to make sure that the email address You have provided Us is up to date. This means You need to let Us know as soon as reasonably possible if You change Your email address.

Policy Charges, Premium and Discounts

The cost of Your insurance Policy is called a premium, which will be shown on the Schedule. We will tell You when You apply what premium is payable, when it needs to be paid and how it can be paid. You must pay Your premium on time.

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, its Agreed Usage, passenger numbers [where applicable], 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.

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 to the premium (excluding taxes and government charges) in a predetermined order, 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).

No Claim Bonus

We may apply 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 boat insurance claims history in the previous five (5) years.

Your premium and Schedule will reflect a No Claim Bonus rating from 1-5.

The No Claim Bonus works as follows:

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

Your No Claim Bonus will be reduced by 2 ratings for any claim that We pay under the Policy.

For example: If You were receiving a No Claim Bonus Rating 1 discount and We pay a claim, Your next renewal would be offered on a Rating 3 discount.

Where You do not have a Rating 1 discount, Your rating will improve by one rating each year that We do not pay 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 Us without a break in cover, Your Policy gains 1 protection point. Once You have five (5) protection points (5 years claim free), Your NCB will be protected, allowing claims to be paid without losing Your NCB discount whilst the Policy remains in force. This does not guarantee renewal will be offered as normal underwriting criteria, terms and conditions remain in place.

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 that You have declared to Us.

Lay up is only available if Your Boat is trailerable.

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. We may reduce or refuse a claim in whole or in part to the extent We are prejudiced by Your failure to tell Us that Your Boat is at another location; or
- whilst being delivered to, at, and whilst returning from a marine service centre or boat dealer for normal servicing and maintenance or for repairs following a claim.

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

You can apply for lay up cover (or a variation to it once issued) by contacting Us or Your insurance broker (if applicable).

Premium Payment Options

You can pay Your premium:

- as a lump sum annually; or
- in monthly instalments by direct debit from a bank account or credit card that You nominate, if We tell You this option is available. If You do so, You will need to pay a service fee. We will let You know the total amount payable when You apply for cover, and We will confirm this in Your Schedule.

Paying By Instalments

If You are paying by instalments and We agree to renew Your Policy, We will deduct the instalments for the new Policy from Your previously nominated account unless You tell Us otherwise.

If an instalment 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 the next 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.

It's important that You pay Your instalments on time. If You can't do so, You should get in touch with Us immediately.

Preparing for a Claim

In order to be sure that You are covered under the Policy, please contact Us to confirm approval before You authorise any repairs or replacement on Your Boat or incur costs You wish to claim. If You do not, We will only pay for costs incurred up to the amount We would have authorised had You asked Us first.

When You buy the Policy, it makes sense to prepare Your documentation so that should 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.

SECTION 1 – BOAT COVER

All cover in Section 1 is provided subject to the other applicable Policy terms and conditions (including any limits and exclusions).

In order to be sure that You are covered under the Policy, please contact Us to confirm approval before You authorise any repairs or replacement on Your Boat or incur costs You wish to claim.

Please note that if You do not comply with any term or condition (including if an exclusion applies), We could cancel the Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with any term or condition.

Accidental Loss or Damage Cover

You are covered for Accidental Loss or Damage (including Theft) to Your Boat caused by an Incident (including when anyone with Your permission is in charge or control of Your Boat) that happens during Your Period of Insurance and when Your Boat is within the Geographic Limits.

Some Example Incidents

The following are some examples of types of Incidents which may cause Accidental Loss or Damage (including Theft) to Your Boat depending on the circumstances and subject to all other Policy terms, conditions, limits and exclusions:

- collision.
- fire or explosion.
- sinking and submersion.
- running aground.
- weather events – for example, cyclones, earthquakes, bushfires, lightning, storms, Floods and hail.
- Malicious Damage.
- Deliberate Damage by Authorities.
- negligence of any repairer in respect of any repair, alteration or maintenance of Your Boat (but note in particular, cover is excluded if You are the repairer and/or the Accidental Loss or Damage has been caused by You, or the Boat owners or managers or Your employees).
- negligence or wrongful act by Your employee or hirers or member of a managed recreational boating group using the Boat.
- strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions (but note in particular, that cover is excluded to the extent set out under 'Optional Loss of Hire/Earnings Additional Cover' – see page 15).
- Latent Defect (but note in particular, that no cover is provided for the cost of the defective part or item).

Note that any cover for Accidental Loss or Damage in relation to:

- Electric Water Sports Equipment is only provided if it results from Fire, Theft, or Total Loss of Your Boat and at the time of the Incident was stored onboard Your Boat.
- Insured Components (except for Electric Water Sports Equipment) when removed from Your Boat is only provided if they are removed for the purposes of repair, overhaul, servicing, or security, whilst they are ashore and during transit from and to Your Boat.

Please note that whilst We have provided some examples of exclusions that apply to restrict cover for some of the above Incidents, not all applicable exclusions that can restrict cover have been listed.

Section 1 Limits

Unless the Policy states otherwise, the limit of cover is the Agreed or Market Value as shown under Section 1 Boat on Your Schedule, referred to in this Policy document as the 'Section 1 Limit'.

Limitations on Certain Items

Fishing Gear, Water Ski Equipment, Diving Equipment and Tools

We will pay a maximum of \$5,000 (incl GST) for each item and a maximum of \$50,000 (incl GST) in total for all claims combined unless otherwise noted on the Schedule.

Personal Effects

We will pay a maximum of \$5,000 (incl GST) for each item and a maximum of \$50,000 (incl GST) in total for all claims combined unless otherwise noted on the Schedule.

These limits are not paid in addition to the Section 1 Limit outlined on Your Schedule, so You will need to factor in these items when deciding how much cover You need. Please refer to Words With Special Meaning on pages 30-35 for what items are covered.

Automatic Additional Benefits

The Policy includes the following additional benefits under Your Section 1 Boat cover. These are paid in addition to the Section 1 Limit outlined in Your Schedule.

You should always contact Us for approval before You incur expenses You wish to claim.

Precautionary/Emergency Measures

We will pay the reasonable costs to prevent or minimise loss or damage to Your Boat in an emergency. This benefit will not exceed an amount equal to the Section 1 Limit.

Salvage Costs

We will pay the reasonable costs to recover Your Boat or move it to safety if Your Boat is damaged by a covered Incident (salvage). This benefit will not exceed an amount equal to the Section 1 Limit.

We have the right to recover any amount We have paid where We have salvaged the Boat and the cause of the Incident is not covered under Your Policy.

Land Towing

Following a covered Incident, We will pay up to \$1,500 (incl GST) for land transit towing costs for 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. See also the Choice of Repairer section on page 25 of this document regarding where You can have Your Boat repaired.

Race/Tournament Entry Fees

Should a covered Incident cause You to withdraw from a fishing tournament or yacht racing event, We will cover You for up to \$2,000 (incl GST) for non-refundable entry fees paid by You and Your employees. The cover provided by this benefit will only be paid if the Accidental Loss or Damage sustained by Your Boat necessitates Your withdrawal.

Hull Inspection

We will pay the reasonable costs of inspecting Your Hull following an Accidental grounding of Your Boat (or deliberate grounding to prevent further Accidental Loss or Damage to Your Boat), to ascertain the extent of covered Accidental Loss or Damage, if any.

Fixed Fire Suppression Appliances

In the event of the sudden, spontaneous, and complete discharge of any permanently fixed fire suppression appliance fitted on board Your Boat, We will pay up to \$10,000 (incl GST) for the following resultant costs:

- replacement of the fixed fire suppression appliance(s); and
- associated professional cleaning costs.

These costs will be paid in the absence of any identified Incident deemed to be a fire suppression appliance trigger, but excluding where the fire suppression appliance is being tested, fitted, maintained, recharged or otherwise in use or being worked upon.

Optional Loss of Hire/Earnings Additional Cover

This optional additional cover only applies if specified as applicable in Your Schedule.

We will indemnify You for Your loss of Net Income due to Your Boat being partially or totally prevented from being used to earn income in relation to the Agreed Usage, as a result of an Accidental Loss or Damage Incident covered under Section 1.

We will not pay any claim caused by, arising from or in any way connected with:

- insolvency, or Your or Your client's inability to pay; or
- strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions.

Please note that this cover is subject to all other Policy terms, conditions, limits and exclusions, other than the Section 1 Special Exclusion for Consequential Loss.

Concurrent Repairs

Where repairs associated with an approved claim under the Policy are being carried out at the same time as other repairs on Your Boat, the Indemnity Period is limited to the time it would've taken to complete the repairs associated with the claim had the other repairs not been taking place.

Loss of Hire/Earnings Limits

This optional additional cover is paid in addition to Your Section 1 Limit and is subject to the limits defined below. The applicable option for each limit is to be agreed to by Us when You apply for cover and will be outlined in Your Schedule.

Excess Period

The number of consecutive calendar days after the date of the covered Incident until the Indemnity Period begins. Available options are 7, 14 or 21 days.

No Excess Period applies in the event of a Total Loss of the Boat.

Indemnity Period

The maximum number of consecutive calendar days following the end of the Excess Period that We will indemnify You for under this cover. Available options are 30, 60, or 90 days.

Daily Indemnity Amount

The maximum amount We will pay per day for the Indemnity Period.

Section 1 Special Exclusions

These are applicable to all Section 1 covers. Other exclusions can apply, see in particular General Exclusions.

We will not pay any claim caused by, arising from or in any way connected with:

- negligent repair, alteration or maintenance of Your Boat if You are the repairer and/or the Accidental Loss or Damage has been caused by You, or the Boat owners or managers or Your employees.
- Consequential Loss.
- transport by professional road, rail or ship transporter/carrier, unless:
 - Your Boat is designed to be trailerable and on a fit-for-purpose trailer; or
 - We have agreed to extend cover in writing (which may require a variation to the standard Excess and/or an additional premium). If You do not obtain Our prior agreement, We may reduce or refuse a claim to the extent We are prejudiced. We will act reasonably in deciding whether to extend cover.
- Theft by persons to whom You have entrusted Your Boat, including hirers and charterers.
- electronic, electrical, or mechanical failure resulting in a breakdown or failure of Your Boat or Boat parts. Accidental Loss or Damage caused in addition or due to the breakdown or failure will be covered, subject to the other terms, conditions exclusions and limitations of the Policy.
- the capture, seizure, arrest, restraint, detention of Your Boat or You or persons to whom You have entrusted Your Boat, or attempted threat of these things or any consequences thereof.

We will also not pay any claim for loss or damage to Your:

- Motors due to seizure or overheating, unless caused by an external blockage.
- Electronics, Navigation and Guidance Systems or mobile/handheld electronics due to electrical, electronic or mechanical failure or malfunction, unless there is visible external evidence of physical damage caused by a covered Incident.

- sails caused by Your employee error, wind or water, unless Your Boat is stranded, sunk or in a collision, or suffers mast or rigging failure.
- mast(s), spars, standing and running rigging where the standing rigging is older than 10 years unless otherwise agreed to by Us in writing. We will act reasonably in deciding whether to extend cover. This exclusion doesn't apply to Incidents involving collision, fire, Theft, lightning strike, Your employee error or where the Boat is a Total Loss as a result of a covered Incident.
- Moorings.

SECTION 2 – LEGAL LIABILITY COVER

All cover in Section 2 is provided subject to the other applicable Policy terms and conditions (including any limits and exclusions).

In order to be sure that You are covered under the Policy, You should always contact Us for approval before You incur expenses You wish to claim.

Please note that if You do not comply with any term or condition (including if an exclusion applies), We could cancel the Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with any term or condition.

General Liability Cover

We will cover You for Your legal liability to pay compensation to another party for:

- death; and/or
- Injury; and/or
- property damage;

arising from:

- the use of Your Boat by You or another person in charge or control of Your Boat with Your permission; or
- Your use of another boat with permission from the boat owner, when Your Boat is not being used at the same time;

within the Geographic Limits during the Period of Insurance.

We will also provide cover for:

- legal costs and expenses incurred, with Our agreement, in defending any court proceedings which may arise in respect of any liability covered by this section.
- liability imposed by the terms and conditions of a berthing, mooring or storage facility lease or agreement for Your Boat, except for liability arising from any other contract that imposes a liability which would not otherwise arise but for the contract.
- costs incurred by order of government or local authority (or for which a legally liability arises) associated with the raising, recovery and disposal of the wreck of Your Boat following an Incident covered under Section 1 of the Policy.
- sudden and Accidental discharge, release or escape of fuel, lubricants, or sewage from the holding tanks of Your Boat, up to \$1,000,000 (incl GST) for any one Incident (including legal expenses), but only if the fuel and lubricants were being used in connection of the operation of Your Boat at the time of loss.
- Your liability for Injury or death to any person whilst accessing Your Boat for the purpose of embarking and disembarking using the private jetty, pontoon listed on Your Schedule which is owned or leased by You, provided the jetty/pontoon is regularly maintained and serviced every two years.

We will not pay more than the Section 2 Limit outlined in Your Schedule under the Section 2 Limit of Liability Third Party on Your Schedule.

It's important to note that if more than one Boat is covered under the Policy, Your Legal Liability limit is per Incident and not per Boat.

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

Automatic Water Skiers Liability Boat Tender Additional Cover

We will cover:

- You;
- any person using Your Boat Tender with Your permission; and
- any person engaged in Water Skiing while being towed, or wake surfing on the wake produced, by Your Boat Tender;

for liability to pay compensation to another person for:

- death of or Injury to:
 - the Water Skier; and/or
 - to any person caused by the Water Skier; and/or
- property damage caused by the Water Skier;

arising from an Incident which happens within the Geographic Limits and during the Period of Insurance.

The following special conditions apply to this benefit:

- the Water Ski Equipment being used must be:
 - commercially manufactured; and
 - designed specifically for the purposes of Water Skiing.
- Your Boat Tender must be capable of towing a Water Skier in compliance with all relevant legal requirements.
- there must have been a competent observer on Your Boat Tender at the time of the Incident giving rise to the claim, in accordance with all relevant legal requirements.

Optional Fare Paying Passengers Additional Cover

This optional cover only applies if the Fare Paying Passengers option is specified as applicable in Your Schedule.

We extend Your General Legal Liability Cover in relation to legal liability for:

- death or Injury to a fare paying passenger while being carried by Your Boat or, embarking and disembarking using the private jetty, pontoon listed on Your Schedule which is owned or leased by You, provided the jetty/pontoon is regularly maintained and serviced every two years;
- death or Injury to a fare paying passenger caused by food and drink prepared and served by You or Your employees but not any private or contract caterers; and
- damage to Personal Effects of a fare paying passenger while on Your Boat.

Section 2 Special Exclusions

These are applicable to all Section 2 covers. Other exclusions can apply, see in particular General Exclusions.

We do not provide cover for:

- professional boat builders or any trades person/s or company that is engaged for the purpose of repairs, maintenance and servicing of Your Boat, including boatyards, re-fuelling facilities and slipways, in respect of liability for third party personal Injury or property damage:
 - resulting from a negligent repair performed by such parties on Your Boat; or
 - whilst Your Boat is under their care, custody, or control, other than during an emergency for the purpose of minimising any loss or damage covered by Section 1 of the Policy.
- liability for Accidents while Your Boat Trailer is attached to, or when it becomes Accidentally detached from, a motor vehicle in motion.
- liability that arises from Insured Components whilst not being used on or with Your Boat.
- loss or damage to property owned by You or any person using Your Boat or in Your (or their) physical or legal control.
- death or Injury of a person who is employed or contracted in the operation of Your Boat and/or liability that is in any part covered or should be covered in any way by:
 - statutory or compulsory insurance, or

- any compensation scheme or fund including Workers Compensation insurance, even if the amount recoverable is nil.
- liability arising from the use of sporting/Diving Equipment or from any sporting or recreational activity (including any underwater activity such as diving, skiing or aquaplaning etc) or construction (including pile driving or dredging), other than the use of the Boat, except to the extent We expressly agree otherwise (for example certain cover is provided under the Automatic Water Skiers Liability Boat Tender Additional Cover where applicable).
- liability arising out of Your use of another boat where:
 - You do not have permission from the boat owner;
 - Your Boat is being used at the same time;
 - 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; or
 - the boat is not of a similar type and approximate size as Your Boat.
- liability arising out of the use of Electric Water Sports Equipment.
- liability to fare paying passengers, except to the extent cover is provided under Optional Fare Paying Passengers Additional Cover if this is specified as applicable in the Schedule.

SECTION 3 – INJURY TO AN INSURED PERSON

All cover in Section 3 is provided subject to the other applicable Policy terms and conditions (including any limits and exclusions).

If an Insured Person does not comply with any term or condition (including if an exclusion applies), We could cancel the Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with any term or condition.

Accidental Death and Accidental Injury Cover

We will cover an Insured Person for their Accidental death, or if they suffer the following Accidental injuries, arising out of the use of Your Boat within the Geographic Limits during the Period of Insurance:

- permanent and total loss of the sight of an eye, for 100% of the Section 3 Limit outlined in Your Schedule.
- permanent and total loss of the use of a limb, for 100% of the Section 3 Limit outlined in Your Schedule.
- permanent and total loss of the use of a thumb or index finger, for 20% of the Section 3 Limit outlined in Your Schedule.

However, if more than one Insured Person suffers Accidental death or the Accidental injuries listed above, the amount paid to each Insured Person will be the limit payable under this section divided by the number of Insured Persons included in the claim for that Incident.

We will not pay more than the limit outlined under the Section 3 Limit listed in Your Schedule, except for the Additional Funeral Benefit listed further below in this Section.

It is important to note that if more than one Insured Person is covered under the Policy, Your Section 3 Limit is per Incident and not per Insured Person.

An Insured Person that suffers a covered Accidental Injury must obtain professional attention from a medical practitioner in relation to the Injury as soon as possible and must undergo a medical examination reasonably requested by Us.

No Excess applies to claims made under Section 3.

Additional Funeral Benefit

Following the Accidental death of an Insured Person covered under this Section 3, We will pay up to \$20,000 (incl GST) for funeral expenses in addition to the Section 3 Limit outlined in Your Schedule.

Section 3 Special Exclusions

These are applicable to all Section 3 covers. Other exclusions can apply, see in particular General Exclusions.

We do not provide cover for:

- death or Injury occurring after 12 months from the date of the Accident.
- death or Injury arising out of the use of Electric Water Sports Equipment.
- death or Injury that is in any part covered, or should be covered in any way by:
 - statutory or compulsory insurance, or
 - any compensation scheme or fund including Workers Compensation insurance, even if the amount recoverable is nil.

OTHER BENEFITS

All cover in this Section is provided subject to the other applicable Policy terms and conditions (including any limits and exclusions).

Please note that if You do not comply with any term or condition (including if an exclusion applies), We could cancel the Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with any term or condition.

Club Care Benefits

We will pay up to \$20,000 (incl GST) for assistance services immediately following an emergency or unforeseen Incident which gives rise to a claim under the Policy, including:

- emergency delivery of fuel;
- returning Your Boat to Your home or Your Boat's usual berth location, Mooring or storage facility as shown in the Schedule following repairs; and/or
- reasonable costs of:
 - temporary accommodation (up to five (5) nights); and
 - transport home (economy class or equivalent).

These costs will be paid in addition to the limit of the relevant section of Your Policy that the Incident is covered under.

Temporary Cover for Your Replacement Boat

If You replace Your Boat, We will automatically provide temporary cover for the replacement boat under Sections 1 and 2 of the Policy from the date of purchase until the earlier of:

- 30 days; and
- the date of delivery of the replacement boat.

Cover under Section 1 is only provided 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.

Temporary Extension to the Period of Insurance

Where We have invited renewal and You have been at sea in Your Boat for more than 24 hours and the Period of Insurance for the Policy will expire in that period of time, We will provide a temporary extension to the Period of Insurance until 24 hours after Your Boat arrives at its next port, provided that when You and Your Boat arrive at its next port, You contact Us as soon as reasonably practicable after Your arrival to make arrangements to renew the Policy.

GENERAL EXCLUSIONS

In addition to the exclusions listed within Sections 1, 2, and 3 and otherwise in the Policy, there are other things We won't pay under Your Policy under any cover. Please note that if an exclusion applies, We could cancel the Policy and/or reduce or refuse to pay Your claim to the extent We are prejudiced by Your failure to comply with the exclusion.

We won't pay a claim caused by, arising from, or in any way connected with:

- the existence, at any time, of asbestos.
- Your Boat being operated outside the limits imposed by any certificate of construction and performance, licence, registration or similar documentation, including with more than the maximum number of passengers or with a load, greater than that recommended by the manufacturer or which You are licenced to carry.
- Your Boat being used other than for the Agreed Usage.
- Your Boat being used to tow any boat other than Your Boat Tender, unless You are providing emergency assistance to someone in distress.
- delamination, deterioration, corrosion, electrolysis, osmosis, and blistering, unless there is evidence of Accidental physical impact with a solid object which has caused a deformation in part of the Hull from which the condition has propagated.
- rot, fungi and mould, unless as a result of an Incident covered under the Policy.
- changes in temperature that create humidity or moisture.
- disease transmitted by You or anyone using Your Boat.
- false or fraudulent representation by You or a person who is acting with Your express or implied consent.
- malicious or criminal acts (including Theft, conversion, or misappropriation) caused by or involving You or a person acting with Your express or implied consent.
- the unseaworthiness, lack of repair or maintenance of Your Boat.
- 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.
- Your Boat being fitted with a Motor more powerful than that recommended by the Hull manufacturer.
- a Motor being secured to Your Boat in a manner other than that recommended/specified by the Boat or Motor manufacturer.
- pollution or contamination except as otherwise specifically covered in the Policy.
- Your Boat being used during periods where lay up cover applies, in respect of Section 2 and 3 claims only.
- Your Boat being used for racing or speed tests other than yacht racing within the Geographic Limits which doesn't exceed a distance of 150 nautical miles (measured by the most direct route of the course), unless otherwise agreed to by Us in writing (acting reasonably). Where We agree this will require a variation to the standard Excess and/or an additional premium. However no yacht racing cover is provided if Your Agreed Usage is specified as 'bareboat charter'.
- Your recklessness, deliberate actions, misconduct or lack of reasonable care in the safeguard or protection of Your Boat.
- Your Boat exceeding the speed shown on the Schedule.
- Your Boat being used for an unlawful or illegal purpose.
- Your Boat being used commercially without applicable commercial licencing, registration, classification or survey requirements being complied with.
- vermin (which includes small animals, sea life, insects, wood worm and birds that are troublesome or destructive to property whether a protected species or otherwise).
- wear and tear.
- Your Boat being transported where applicable laws regarding the transport of Your Boat have not been complied with.
- LP gas installations on Your Boat not being fitted, approved, and serviced by licensed or authorised LP gas installers, and compliance plates not being affixed as required.
- Your Boat if it is registered or flagged outside of Australia.
- Your Boat being used for Water Skiing, other than to the extent cover is provided under the Automatic Water Skiers Liability Boat Tender Additional Cover.

- Your Boat being used to tow any persons or objects in the air, including but not limited to hydrofoiling, parasailing, paragliding and the use of aerial devices (including air chairs).
- the lawful seizure of Your Boat.
- Your Boat when it is outside the Geographic Limits.

We also won't pay a claim for:

- any relief or recovery other than monetary amounts.
- fines, penalties, or aggravated, punitive or exemplary damages.
- legal costs and expenses relating to any criminal, maritime or traffic proceedings.
- the Mooring used by Your Boat not being:
 - of a suitable design and weighting for Your Boat or any Boat covered by the Policy;
 - appropriately sited and compliant with all applicable statutory maritime regulations;
 - in good order; and/or
 - regularly maintained by a professional Mooring contractor on at least an annual basis.

Computer Software

We won't pay for 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.

We won't cover any claim for 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.

Persons In Control

We won't pay for any claim arising from an Accident involving Your Boat 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 the 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 if as a result of an unforeseen emergency, it was reasonable for such a person to assume control of the Boat.

Prohibited Cover or Payments

Notwithstanding anything contained in this Policy to the contrary, We shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

Terrorism

We won't cover 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.

War

We will not cover 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, 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.

72-hour Exclusion Period

To manage the risk of cover being taken out on an uninsured Boat or increasing cover on 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 or bushfires, during the first 72 hours after You first take out cover. If You increase the cover under the Policy during the Period of Insurance, the same exclusion will apply to the increase for the first 72 hours after Your request has been accepted.

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 You have purchased the Boat and on the same day You start Your Policy or amend Your existing Policy to include 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.

CLAIMS

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.

You can make submitting a claim easier by following these simple instructions which will help Us process Your claim more quickly.

If You have any questions about making a claim, please call Us on **1300 00 CLUB (2582)** or go to Our website clubmarine.com.au

✓ What You Need To Do ? Why You Need To Do It

- ✓ • Make sure that everyone is safe.
 - Do what You reasonably can to prevent any further damage, loss or liability.
- ? By acting quickly to ensure everyone is safe and, by seeking medical assistance if necessary, 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 by minimising the need for repairs.
- ✓ If Your Motor has been submerged:
 - dry the engine;
 - drain oil and fuel;
 - flush out the engine with hose-fluid or dewatering-fluid;
 - drain again;
 - fill with oil or dewatering-fluid; and
 - take Your Boat to a repairer or mechanic as soon as possible.
- ? This will help prevent further damage to Your Motor and minimise the need for repairs.

✓ Tell the police as soon as reasonably possible 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. In order to be sure that You are covered under this Policy, please contact Us to confirm approval before You authorise any repairs or replacement on Your Boat.

? If You authorise repairs, We may not be able to cover them as part of 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 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. Examples of proof include:

- Documentation relevant to ownership/purchase including receipts and valuations
- Service records
- Photographs
- Evidence supporting the amount of damage
- Evidence of loss of income, such as daily hire/charter fee records (if applicable)

? We will need proof that the loss is covered by the Policy, that You own the items that You are claiming and in some cases, their pre-loss condition. We may reasonably request 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 may be unable to defend the claim and protect You. We may reduce or refuse Your claim to the extent We are prejudiced by Your admission.

To ensure You are covered, please contact Us before making any admission, negotiating or making any offer or payment, or before entering into correspondence with a third party claimant.

✓ Co-operate in obtaining or authorising Us to obtain police reports, coroner reports or other expert reports supporting the claim.

? Failure to do so may lead to delays in the settlement of the claim or result in Us being unable to settle the claim.

Excess(es)

When making a claim, You will need to pay or bear an amount towards the cost of the claim. This is Your contribution to each claim and is called an Excess. An Excess is an amount that applies to each claim You make, including weather event claims.

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

The basic Excess is the amount You need to pay for each claim and is shown in the Schedule, or referred to in this Policy document. The Schedule may also outline apportioned or conditional Excesses applicable for each cover type. If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You.

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

Apportioned Excesses

Where Your Policy has been issued with an apportioned Excess, all claims under Section 1 and property damage claims under Section 2 of the Policy are subject to Excesses for Insured Components outlined in the Schedule, but in the event of a claim arising from a single event affecting multiple components of the Boat, the total Excess applied will not exceed the basic Excess shown in the Schedule.

Apportioned Excesses for Insured Components include:

- Section 1:
 - Hull
 - Motor
 - Mast, Spars, Rigging, Sails
 - Equipment and Accessories
 - Boat Tender
 - Personal Effects
- Section 2:
 - Property Damage

Conditional Excesses

We may impose conditional Excesses based on the information You provide, which will be outlined in Your Schedule. We will notify You of any conditional Excesses and include these within Your Schedule. These Excesses will be payable instead of Your basic Excess, unless We tell You otherwise.

Nil Pen Excess

No Excess is payable for Section 1 claims where at the time of the loss Your Boat is stationary and in its pen/berth at the commercial marina or Your private jetty/pontoon named in the Schedule as the usual place of storage. Only one berth can be nominated.

Your Excess is still payable if the loss or damage:

- is caused by a lightning strike;
- happens whilst the Boat is being manoeuvred in and out of the berth; or
- happens during a Named Cyclone.

No Fault Excess Waiver

We will not apply the Excess under Section 1 where Your Boat suffers Accidental Loss or Damage as a result of a collision and:

- 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, or any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery. '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 practices; or

- in the case of Theft or Malicious Damage, provided You are able to produce evidence (for example, a police report, CCTV footage or photographs) identifying the person/party responsible and can provide their name and contact details or any other information that would reasonably allow Us to identify the responsible party so that We can exercise Our rights of recovery.

How We Settle Your Claims

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.
- In order to be sure that You are covered, You or Your repairer should get agreement from Us before You or Your repairer start repairs.
- You must make Your Boat available for Our inspection at reasonable times and frequency during and following repairs.
- It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

Total Loss or Constructive Total Loss

Where We determine that Your claim is covered by the Policy We will at Our discretion, subject to payment of the relevant Excess where applicable and any premium adjustment and acting reasonably:

- 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. At Our discretion (and if safe to do so), You may reclaim the Boat or Insured Component if You agree to pay the salvage price.

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;
- no return of premium will be made; and
- the Policy comes to an end.

Partial Loss or Damage

1. We will at Our discretion (acting reasonably), 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 (acting reasonably) whether to make a cash settlement in lieu of repairs.

2. The reasonable cost of repairs will not include any extra costs to improve, alter or respray Your Boat to create a uniform appearance to match the damaged portion of the Boat. We will make best efforts to use the nearest available equivalent to the original materials or item.
3. We won't pay to replace mechanical or electrical parts with items that are not in accordance with the manufacturer's original specifications.
4. 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 (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.

Repair Guarantee

Where We have selected and directly authorised a repairer, We will accept responsibility for the quality of the workmanship and materials they use 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, and if it is not available We will replace the part with the nearest available equivalent to Your original part.

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.

Credit Providers' Rights

You must tell Us if You have used the Boat as security for a loan. This may also apply if You have a lease or hire purchase agreement on Your Boat.

When You do this, We note the credit provider on Your Schedule.

When there is a credit provider noted:

- We treat Your Boat as being under a finance arrangement;
- We treat any statement, act, or omission or claim by You as a statement, act or admission by the credit provider; and
- We may recover any payment either in Your name or the credit provider's name.

If We pay You for a claim on Your Boat that is under a finance arrangement, We first pay the credit provider the lower of these amounts after deducting any applicable Excess(es) and deductions that apply:

- the Agreed Value or Market Value
- the cost of repairing Your Boat
- the balance they're owed under the finance arrangement

You will receive any remaining balance. If the credit provider is entitled to the salvage of Your Boat, We will deduct the estimated sale value from any amount that We pay them.

Payments to the Credit Provider

If We pay Your credit provider, We are not obliged to pay You the amount due to them, as they are legally entitled to be paid first.

If We decide to settle Your claim as a Total Loss, We will check the appropriate securities register, such as the Personal Property Securities Register (PPSR) or similar, to see if there's any money owing on Your Boat. If the amount You owe is more than the claim amount, You will be responsible for paying the difference to Your credit provider.

We will also contact the finance or credit provider to release the Boat from the register, so We can sell the Boat for salvage.

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, the Net Income generated by the Agreed Usage of the Boat, or Your liability arising from the use of the Boat as described in the 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 provide Us with all reasonable information and reasonable assistance in the recovery of Our ratable proportion of such loss or damage.

Our Rights of Recovery and Your Help

We:

- have the right to recover the amount of any claim paid under the Policy from the person who caused You to suffer loss or damage or to defend You if it is alleged that You caused loss or damage to someone else;
- have full discretion in the conduct, settlement or defence of any claim in Your name; and
- may take over the defence of Your liability and defend, negotiate or settle the liability as We see fit and We may appoint Our own lawyers to act for You. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

You:

- must take reasonable steps to help Us even after We have paid Your claim, including making further written statements and providing documents We consider relevant;
- must attend Court to give evidence if reasonably required by Us; and
- 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.

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 or other fees We have incurred in relation to the recovery action). This means You may also be entitled to a refund of all or part of any Excess(es) applied.

OTHER IMPORTANT INFORMATION

Here are some other important things You should know about the Policy, how We treat Your personal information and what to do if You have a complaint.

Cancellation Rights Under the Policy

When You Can Cancel

You can cancel Your Policy whenever You want. Simply call Us on **1300 00 2582**.

When We Can Cancel

We can cancel Your Policy when the law allows Us to do so, including:

- if You failed to comply with Your 'Duty of Disclosure';
- if You don't comply with Your Policy's terms and conditions, including the terms of paying Your premium;
- if You make any fraudulent claims under Your Policy or some other policy that provides cover during the same period of time that Your Policy covers You; and
- where We are otherwise permitted by law to do so.

If You pay Your premium by instalments and an instalment becomes overdue, We will cancel in accordance with the process set out in Premium Payment Options - Paying by Instalments. Go to page 12.

Otherwise, We will give You at least 3 business days' notice in writing before the cancellation date, either:

- in person to You or Your agent; or
- electronically to the email address You have given Us where You have agreed to receive notices electronically.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.

Complaints and Disputes

Step 1:

Talk to Us by calling **1300 00 2582**.

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 complaints and dispute resolution procedures.

Step 2:

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

For more information on how We handle complaints go to clubmarine.com.au, or to request a copy of Our procedures call Us on **1300 00 2582**.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited was 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. For more information, go to apra.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.

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 document.

For more information on the Code Governance Committee (CGC) go to insurancecode.org.au.

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

Any dollar amounts shown in this document and in Your Schedule include GST, unless otherwise stated. This includes Your Policy limits, liability limits, and optional benefit limits.

Businesses Registered for GST

If You are registered for GST, or register for GST after commencement of Your Policy, You need to tell Us:

- Your Australian Business Number (ABN); and
- the percentage of the GST paid on any premiums which You have claimed or are entitled to claim as an Input Tax Credit (ITC).

Claims Settlements – Amounts We Will Pay

Your GST registration status may have an impact on the amount that We will pay You to settle a claim.

If You are entitled to an ITC for the GST incurred on costs which You are liable for relevant to Your claim (such as services to repair a damaged item insured under the Policy), We will reduce any payment to You by that ITC entitlement. Any claim settlement payments We make to third parties will also be reduced by their ITC entitlement.

This is the case even where We have stated the settlement amount will include GST. This includes amounts for services or replacement goods not authorised by Us, for example, if You ask a repairer to fix Your Boat without Our authority.

Your Policy does not provide any cover for any GST that You may be liable for as a result of understating or failing to provide Your ITC entitlement, nor for any fine, penalty or charge for incorrectly accounting for GST on claims settlements received.

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.

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:

- 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)**.

Refer to Our website for business hours.

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.

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. 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.

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.

Our Privacy Policy is available at clubmarine.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.

Remuneration

The premium for the Policy is payable to Allianz as the insurer.

If the 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 the 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 the Policy, and is only paid if You buy the Policy.

The rate of commission can range up to 30%. Club Marine may also charge You an administration fee when You first enter into the Policy and on any renewal. This fee is itemised on the Policy documents.

WORDS WITH SPECIAL MEANING

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

Accidental Loss or Damage

Physical loss and/or physical damage which occurs by Accident.

Accident(al)/ Accidentally

A happening that is unforeseen and unintended by You, the Boat owners or Boat managers authorised by the Boat owners.

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 and Insured Components.

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

Agreed Usage

The use of Your Boat for the commercial or other activities as specified in the Schedule.

Additionally, cover is provided for Your Boat for:

- private use; and
- to conduct time trials, but only up to a maximum speed of 30 knots, under the control or regulation of a club, association, or equivalent body.

Note that the Policy terms and conditions (including exclusions) may have the effect of limiting cover in relation to such uses in specified circumstances.

Anti-Theft Device

A device sold through a retail outlet with the purpose of securing Your Trailer against Theft. Acceptable anti-theft devices are:

- Trailer locks
- hitch locks
- wheel clamps
- coupling locks

These devices can be used as a single item or in any combination of the above. Hitch pin locks are not an acceptable anti-theft device.

Boat

The insured boat or boats described in the Schedule, including each of Your Insured Components, or, where applicable, a boat for which We provide cover under Other Benefits – Temporary Cover for Your Replacement Boat.

Boat Lifts and Dry Berths

A purpose built dry storage solution designed to keep the underwater areas of Your Boat free from marine growth when the Boat is moored and not in use, for example, Sea Pens or Air Docks.

Boat Tender

An auxiliary boat or dinghy (including Motor) which is carried on the deck of and used to service the 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.

Computer Technology

Computer technology, including but 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.

Consequential Loss

Anything not expressly described as covered in a relevant cover section of the Policy. It includes:

- loss caused by or resulting from delay;
- lack of performance;
- loss of market;
- loss of contract;
- loss of use;
- emotional, psychological, or sentimental loss;
- Depreciation;
- interruption of business;
- loss of revenue;
- loss or earning capacity;
- an increase in costs and expenses;

except to the extent a cover section expressly states that such losses as described are covered. For example, certain loss of Net Income is covered under Optional Loss of Hire/Earnings Additional Cover if it is noted as applicable on Your Schedule.

Deliberate Damage by Authorities

Loss or damage to Your Boat caused directly by any government authority acting in the interest of public welfare to prevent or mitigate a pollution hazard which has arisen directly from damage to Your Boat which is covered by the Policy.

Depreciation

The reduction in value of over time as a result of age, condition or normal wear and tear of the relevant property.

Diving Equipment

Masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices and compressors.

Electric Water Sports Equipment

Electric motorised leisure equipment physically operated by a person and used to semi-submerge or to skim the water surface, for example, SeaBob and Fliteboard.

Electronics, Navigation and Guidance Systems

Installed fixed devices designed and classed for use on board Your Boat including, but not limited to chart plotters, communications devices including marine VHF radios, autopilots, self-steering gear, fish finders, sonar, marine radars, compass, satellite TV, marine fuel management systems, digital interfaces, antennae, and engine monitoring systems.

Equipment and Accessories

Equipment and accessories owned by You or the Boat owner that meet statutory or other legal requirements or which are normally sold with, or associated with the safe use and enjoyment of Your Boat including:

- Boat canopies
- Fishing Gear (but not fishing tackle)
- Water Ski Equipment
- Diving Equipment
- Mobile electronics
- Tools
- Boat Lifts and Dry Berths
- Electric Water Sports Equipment
- Safety equipment
- Stand up paddleboards, kayaks, and canoes, of fibreglass, plastic, or rubber material

All equipment and accessories must be included in the calculation of the Agreed or Market Value outlined under Section 1 Boat on Your Schedule. Please note, some limits or exclusions may apply.

Excess(es)

The relevant excess amount(s) shown in the Schedule which You must pay as a contribution to Your claim under Your Policy.

Family

- Your spouse, Your partner or Your de facto who lives with You;
- Your parents or parents-in-law who live with You;
- Your children and children of Your spouse, partner or de facto who live with You;
- Your brothers or sisters who live with You.

Fishing Gear

Rods and reels only (but not fishing tackle) used for the purpose of recreational/sport fishing.

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 Australia whilst Your Boat is stored on land, or is in transit on or in Your own vehicle or on its own Trailer;
- on the Australian mainland and Tasmania, whilst Your Boat is at any marina, slipway or location when laid-up in accordance with the lay up sections of the Policy or when undergoing routine servicing or maintenance; or
- up to 250 nautical miles from the coast of the Australian mainland and Tasmania, whilst Your Boat is afloat or navigating on inland or coastal waters;
- unless otherwise restricted or extended on the Schedule.

However, should Your Boat go beyond any of the above 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 as if it is in the above limits, provided that as soon as possible:

- Your Boat returns within the above limits (except in the case of Total Loss); and
- You notify Us of the circumstances for taking it beyond the above limits.

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

Hull

The hull, deck, cabin, keels, foils, rudder, deck fixtures and fittings on or below the deck and which form part of Your Boat.

Incident

A single event or series of related events.

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.

Insured Person

Any individual, physical person listed as You; or

- a director, executive officer, or principal of You; or
- a shareholder of a company listed as You.

Latent Defect

A flaw in the workmanship or material used in the construction of the Boat or its design that has now become evident, but would not previously have been discoverable by a competent tradesperson carrying out a normal inspection.

Malicious Damage

Intentional damage done to Your Boat by someone else without Your consent, or damage done to Your Boat during Theft or 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.

Mooring

The structure, apparatus, and equipment, not being part of the Boat, used to secure a moored Boat at a marina, yacht club, wharf, jetty, pier, swing mooring or other location when not navigating.

Motor(s)

Stern drive units, inboard and outboard engines described in the Schedule. Includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, batteries and control cables, bow thrusters, and power generators including solar panels and wind generators of these things.

Cover is extended for these items when not owned by You but installed for use on the Boat and for which You have assumed liability, but Our liability under the Policy will not exceed the contractual liability You have for such items. These items must be included in the calculation of the Agreed or Market Value outlined under Section 1 Boat on Your Schedule.

Named Cyclone

A cyclone named by an advisory warning centre of the World Meteorological Organisation, such as the Australian Bureau of Meteorology.

Net Income

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

The period of time commencing on the effective date stated in the Schedule and ending on the expiry date stated in the Schedule, unless ending earlier in accordance with the Policy 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, Your Family, or Your employees, limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses, manchester, coolers, insulated flasks and hygiene items, but only when on the insured Boat or the Boat Tender.

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, which is made up of this document, the Schedule and any other document We agree with You will form part of the Policy. We will let You know what the other documents are when You take out the Policy or when required or permitted by law. Together these documents describe the terms and conditions of Your insurance and what You are covered for.

Running Costs

The direct costs related to keeping the Boat operating, based on the average direct costs during the 12 months prior to the Accidental Loss or Damage to the Boat.

Schedule

The relevant document entitled 'Schedule' issued by Us in respect of the Policy which forms part of the Policy and sets out important matters in relation to the Policy such as:

- the insured;
- Period of Insurance;
- the covered property;
- limits of cover;
- the Excess(es) that apply; and
- any variation to the standard terms.

If We issue a new or replacement schedule during the Period of Insurance it will be effective from the date it is issued or otherwise specifies.

Theft

Someone taking Your Boat, or Insured Components, without Your knowledge, consent or agreement, with the intention of depriving You of it.

Tools

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

Total Loss

- irretrievable loss of the Boat or relevant insured property that is the subject of the covered claim; or
- where, following a covered claim for Accidental Loss or Damage to the relevant insured property, it is, in Our opinion, uneconomical to repair that property or it requires repairs costing more than the Market Value or Agreed Value of that property.

Trailer

The insured trailer or jinker described in the Schedule.

Water Skier

A person engaged in Water Skiing activities.

Water Skiing

The activity of a person or persons being towed across the surface of the water using Water Ski Equipment by, or wake surfing on the wake produced by, Your Boat. Water skiing also includes barefoot skiing.

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 AFS Licence Number 234708) (the insurer of the Policy), acting through its agent Club Marine Limited (ABN 12 007 588 347 AFS Licence Number 236916).

‘You’, ‘Your’, ‘Yourself’

The person(s) and/or or entity(ies) named as the ‘Insured’ on the Schedule.

A company of **Allianz** 

Club Marine Limited

AFS Licence No 236916 (ABN 12 007 588 347)
as agent of the insurer Allianz Australia Insurance Limited
AFS Licence No 234708 (ABN 15 000 122 850)

Call us: 1300 00 2582

Email us: MemberServices@ClubMarine.com.au

Visit our Website: clubmarine.com.au