

# PLEASURE CRAFT INSURANCE POLICY

PRODUCT DISCLOSURE  
STATEMENT AND  
POLICY DOCUMENT



**MERCURY**  
Insurance

## About Mercury and Mercury Insurance

Marine Power International LLC (ABN 25 003 100 007 AR No. 429221) of 41-71 Bessemer Drive, Dandenong South Victoria 3175 trading as Mercury Insurance and Mercury Marine is an organisation that distributes marine engines, parts, and accessories.

Commencing business in Australia in 1965, Mercury Marine provides boat owners and their families with reliable marine engines, parts and accessories designed to enhance their boating experience.

Club Marine Limited (ABN 12 007 588 347) is an underwriting agent of the insurer Allianz Australia Insurance Limited and is authorised under a binding authority by Allianz to provide general advice on and issue this insurance (Club Marine).

Mercury Insurance is authorised to arrange this insurance and provide general advice in writing as an authorised representative of Club Marine.

## Important information about Mercury Insurance

Your Mercury Insurance Dealer/Agent can give You factual information about this product, but cannot provide You with any advice relating to it. For this reason, before making a decision about this product and whether it is right for You, please consider this Product Disclosure Statement (PDS) and any Supplementary PDS that you are provided with.

## Phoning for assistance and confirmation of cover

To confirm any Policy transaction or clarify any of the information contained in this document or if You have any other queries, please use the following contact details (as per the back cover):

### **General enquiries including Privacy Policy enquiries**

Mercury Insurance - 1300 175 200

Club Marine - 1300 00 CLUB (2582)

After hours emergency claims service phone number:

Mercury Insurance - 1300 175 200

Club Marine - 1300 00 CLUB (2582)

## Additional benefits of the Mercury Insurance Pleasure Craft Insurance Policy

The following additional benefits are subject to the sections of this Policy called 'The Policy', 'General Exclusions' and 'Claims', and the 'Exclusions' details of each of the Policy sections, as well as the other terms of Your Policy.

In addition to the cover set out in Sections 1, 2 and 3 of this Policy document, We also provide the following additional benefits:

### **Personal Effects**

The definition of Personal Effects is extended to include the following: sunglasses, mobile phones, jewellery, watches, cameras, computers and personal electronic devices.

For Boats fitted with Mercury or MerCruiser engines:

### **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 Mercury genuine parts. This benefit will only apply if the part is locally available at the time of repair.

### **Mercury Replacement Cover for New Boats**

If Your Boat is new on the date when You first enter into a Policy with Us covering Your Boat and it becomes a Total Loss within the first 3 years, We will replace Your Boat with a new Boat of the same make, model and series. If a replacement Boat is not available, or We are unable to replace Your Boat, We will pay You either the current Market Value or Agreed Value of Your Boat, whichever is shown in the Schedule. Where Your Boat is financed, We will require written consent from Your financier in order to supply a replacement Boat. If We replace Your Boat, this Policy will continue to cover Your new replacement Boat until the end of the Period of Insurance. We will not require You to pay any additional Premium for this cover.

We will also pay for all registrations and statutory charges incurred by You as a result of Your Boat's replacement provided You pay Us any refund amount You obtain for registration or statutory charges on Your Boat.

# WELCOME AND IMPORTANT NOTICES

## About Club Marine & 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 Pleasure Craft 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. The authorised representatives of Club Marine Limited have been given authority to arrange new business cover on its behalf. Please refer to the Financial Services Guide of Club Marine and its authorised representatives for full details of their authority.

Club Marine is an Australian organisation that specialises in providing insurance products for private and commercial leisure boats. With over 50 years as a specialist in pleasure craft insurance, Club Marine provides pleasure craft owners and their families 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 Product Disclosure Statement (PDS) 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:** 27th March 2024.

# COVER SUMMARY

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

## Cover for Your Boat

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

⚠ Specific sub-limits apply to certain property such as Fishing Gear, Water Ski Equipment, Diving Equipment, Tools and Personal Effects – these are not claimable in addition to the limit specified in the Schedule. Go to page 17.

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 loss i.e., the cost of replacing the Boat immediately prior to the claimed loss or damage, taking into account its condition and location.

If Your Boat (or any Insured Component of the Boat) is insured for Agreed Value then in the event of a Total Loss Our settlement of the claim will be based on the value of the Boat (or Insured Component) as agreed between You and Us at the time the Policy is taken out, renewed or updated. Go to page 36.

## Cover for Third Party Claims

Section 2 provides cover for legal liability to third parties for property damage, death or personal Injury arising out of the use of Your Boat during the Period of Insurance in the specified circumstances up to the limit of liability specified in the Schedule. It also covers You for Your liability under a berthing or mooring agreement, Accidental pollution, and certain associated legal costs and expenses. An optional extension to cover Water Skiing is available for Boats. For Personal Watercraft and Boat Tenders, this cover is provided automatically. Go to pages 19-20.



## Cover for Injury to an Insured Person

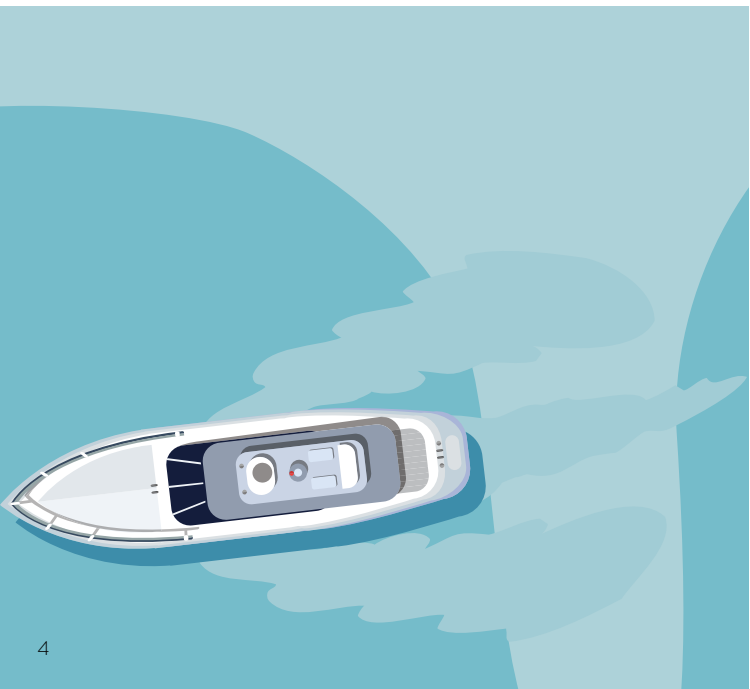
Section 3 covers an Insured Person that is an individual person up to the limit specified in this document and the Schedule for death and certain specific types of Injury following an Accident when using Your Boat during the Period of Insurance within the Geographic Limits.

**⚠** If more than one Insured Person is named as You in the Schedule the amount paid to each Insured Person will be the limit payable under this section divided by the number of Insured Persons. Go to page 22.

## 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 duty to take reasonable care not to make a misrepresentation to Us when answering the questions We ask You before You enter into Your Policy. This duty applies not only when You take out the insurance for the first time, but also whenever You renew, extend, vary or reinstate the cover. If You do not meet this duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may also treat Your Policy as if it never existed. Go to page 10.



The amount You can recover in the event of a claim is up to the limit shown on the Schedule, being either the Agreed Value or Market Value of Your Boat for Section 1 and the limit of liability for Section 2. Additionally specific 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 16-25.

In the event of a claim You will, where applicable, have to pay an Excess as shown on the Schedule. We only cover You for the amount by which the total claim exceeds the Excess. Go to page 34-35.

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 9 and 38-39

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 16-22 and 27-30.

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 9-15 and 32-39.

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 46-51.



# CONTENTS

<b>WELCOME AND IMPORTANT NOTICES</b>	<b>2</b>
About Club Marine & Allianz Australia	2
Read This Document Carefully	2
Contacting Us	2
<b>COVER SUMMARY</b>	<b>3</b>
Cover for Your Boat	3
Cover for Third Party Claims	3
Cover for Injury to an Insured Person	4
Make Sure You Understand What Is and Isn't Covered	4
<b>THE POLICY</b>	<b>8</b>
What Documents Make Up the Policy?	8
Updates to the PDS	8
Who the Policy Covers	9
When the Policy Starts and Ends	9
14-day Cooling Off Period	9
Transfer of Interest	9
How Much You're Covered For	9
Sub-limits	10
Applying for Cover	10
Your Duty to Take Reasonable Care Not to Make a Misrepresentation	10
How to Renew Your Policy	11
Your Responsibilities	11
Changes to Your Policy	12
Evidencing Your Boat's Value and Condition	12
Receiving the Policy Documents	13
Policy Charges, Premium and Discounts	13
Preparing for a Claim	15
<b>SECTION 1 - BOAT COVER</b>	<b>16</b>
Your Cover	16
Your Additional Benefits	17
Limitations on Certain Items	17
Exclusions	18
<b>SECTION 2 - LEGAL LIABILITY COVER</b>	<b>19</b>
Your Cover	19
Water Skiers Liability Cover	20
Exclusions	21



**SECTION 3 - INJURY TO AN INSURED PERSON 22**

Your Cover 22  
Additional Funeral Benefit 22  
Exclusions 22

**OTHER BENEFITS 24**

Additional Activities 24  
Club Care Benefits 24  
New Personal Watercraft Replacement 24  
Temporary Cover for Your Replacement Boat 25  
Temporary Extension to the Period of Insurance 25

**GENERAL EXCLUSIONS 27**

**CLAIMS 32**

Excess(es) 34  
How We Settle Your Claims 36  
Credit Providers' Rights 38  
Payments to the Credit Provider 39  
Other Insurance 39  
Our Rights of Recovery and Your Help 39

**OTHER IMPORTANT INFORMATION 40**

Cancellation Rights Under the Policy 40  
Complaints and Disputes 41  
Financial Claims Scheme 41  
General Insurance Code of Practice 42  
Governing Law 42  
GST Notice 42  
Insurance Intermediaries 43  
Privacy Notice 43  
Remuneration 45  
Words with Special Meaning 46



# THE POLICY

## What Documents Make Up the Policy?

Your Policy is made up of this PDS, any Supplementary PDS (SPDS) that applies, the Schedule and any other document We tell You forms part of Your Policy. We will let You know what the other documents are when You take out Your 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, 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 to take reasonable care not to make a misrepresentation' obligations – as detailed on page 10.

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

This PDS (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 PDS.

## Updates to the PDS

We may need to update this PDS from time to time. We will do this if certain changes occur, and We are required and permitted by law to do so. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. If the update is not materially adverse to you, We may tell You in a different way or just keep a record of any changes ourselves. You can contact Us for a paper or electronic copy of the changes at any time and We'll send them to You at no charge.

You can get a paper copy of the PDS free of charge by contacting Us on 1300 00 CLUB (2582) or visiting clubmarine.com.au.

### **Failure to Comply With Policy 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 pages 40-41.

## 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 pages 40-41 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.


## 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 limits or limit of liability specified in this PDS or in the Schedule, 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 42.



## Sub-limits

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

## Applying for Cover

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

Depending on the information You provide, 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 to take reasonable care not to make a misrepresentation'. For details of this duty refer to Your 'duty to take reasonable care not to make a misrepresentation' below.

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

## Your Duty to Take Reasonable Care Not to Make a Misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

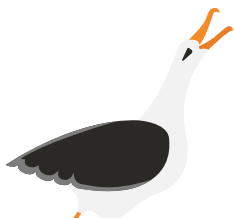
You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation is an answer that is false, misleading, inaccurate, incomplete or dishonest. It is not a misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, and Your particular characteristics and circumstances We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may also treat Your Policy as if it never existed.

If You have any questions or Your duty to take reasonable care not to make a misrepresentation is not clear to You, You can contact Us for more information on **1300 00 CLUB (2582)** or visit [clubmarine.com.au](http://clubmarine.com.au).



## 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 Your Policy's terms and conditions.
- keeping Your Boat well maintained and in a seaworthy condition.
- ensuring Your Boat is only used for the use specified in Your Policy Schedule.
- 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 Your Policy, it can affect Your cover.

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 Policy Schedule is incorrect or changes.
- The physical condition of Your Boat changes.
- You alter Your Boat in a way that changes its value.

If You don't let Us know about any of these changes and You need to claim, We could reduce or refuse to pay Your claim, to the extent Your claim is affected by the changes You didn't tell Us about.

You can also contact Us if You want 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.

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

You may choose to receive Your Policy documents:

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

In the event that You choose to receive Your documents electronically, We will send them to the email address that You provide us. Any documents sent by email will be considered to have been received by You 24 hours from the time We sent them to Your email address. If You do not tell Us to send Your documents to You electronically, then We will send them to You by post to the mailing address that You have provided us. It is Your responsibility to make sure that both the email and mailing address You have provided Us are up to date. This means You need to let Us know as soon as reasonably possible if You change Your email or mailing 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, 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 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 pleasure craft 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 and We pay a claim, Your next renewal would be offered on a Rating 3.

Where You do not have a Rating 1, 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.

Lay up cover can be arranged or amended 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 Policy 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 along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment 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 this 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

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 or incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

## Your Cover

Subject to the Policy terms, conditions, limits and exclusions of the Policy:

You are covered for Accidental Loss or Damage (including Theft) to Your Boat caused by Incidents that happen during Your Period of Insurance where Your Boat is within the Geographic Limits, such as:

- Collision.
- Fire or explosion.
- Sinking and submersion.
- Running aground.
- Weather events – for example, cyclones, earthquakes, bushfires, lightning, storms, Floods and hail.
- Malicious Damage.

### *You are also covered for:*

- Deliberate Damage by Authorities.
- Loss or damage to Electric Water Sports Equipment whilst stored onboard Your Boat, resulting from Fire, Theft, or Total Loss of Your Boat.
- Insured Components when removed from Your Boat for the purposes of repair, overhaul, servicing, or security, whilst they are ashore and during transit from and to Your Boat, except for Electric Water Sports Equipment.
- Latent Defect, but not the cost of the defective part or item.
- Damage to the Motor or electrical components of a Personal Watercraft, caused by water ingress as a result of a break in the Hull. The seat or hatches becoming detached is not considered a break in the Hull.

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 PDS as the Section 1 Limit.

**Anyone with Your permission who is in charge or control of Your Boat is covered – specific exclusions apply, see page 29.**

## Your Additional Benefits

Your 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 Policy Schedule.

You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You asked Us first.

### **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 costs to recover Your Boat or move it to safety if Your Boat is damaged by a covered Incident. 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 36 of this PDS regarding where You can have Your Boat repaired.

### **Race/Tournament Entry Fees**

Should an Incident covered under the Policy cause You to withdraw from a fishing tournament or yacht racing event, We will cover You for up to \$2000 (incl GST) for non-refundable entry fees paid by You and Your crew. The cover provided by this benefit will only be paid if the loss or damage sustained by Your Boat necessitates Your withdrawal, and no Excess will apply for these costs.

## Limitations on Certain Items

### **Fishing Gear, Water Ski Equipment, Diving Equipment and Tools**

- We will pay a maximum of \$3,000 (incl. GST) for each item and a maximum of \$30,000 (incl. GST) in total for all claims combined unless otherwise noted on the Schedule.

### **Personal Effects**

- We will pay a maximum of \$3,000 (incl. GST) for each item and a maximum of \$30,000 (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 Policy 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 46-51 for what items are covered.

## Exclusions

See also General Exclusions, which also apply to this section.

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

- Negligent repairs or work performed on Your Boat by You or by a repairer, unless it is associated with a claim payable under the Policy and authorised by Us.
- Consequential loss, including emotional, psychological, or sentimental loss. For example, We will not pay for any loss of use or enjoyment of Your Boat, or the normal berthing fees You must continue to pay whilst Your claim is being assessed and Your Boat repaired.
- 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.
- 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.

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 an Incident insured by the Policy.
- Sails caused by crew 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, crew error or where the Boat is a Total Loss as a result of an Incident insured by the Policy.
- Moorings.



## SECTION 2 – LEGAL LIABILITY COVER

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

### Your 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 upon You 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 imposed on You a liability which You or a covered person would not otherwise have at common law.
- Costs incurred by You by order of government or local authority (or for which You become legally liable) associated with the raising, recovery and disposal of the wreck of Your Boat following an 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 limit of liability is as outlined 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 Your Policy, Your Legal Liability limit is per Incident and not per boat. We will not pay more than the Section 2 limit outlined in Your Policy Schedule.

## Water Skiers Liability Cover

This cover is automatically provided for Personal Watercraft and Boat Tenders. For all other boat types it is an optional cover that can be purchased for an additional premium.

We will cover:

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

The following 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 must be capable of towing a Water Skier in compliance with all statutory requirements.
- There must have been a competent observer on Your Boat at the time of the Incident giving rise to the claim, in accordance with the relevant legal requirements.

If You do not comply with these conditions We may reduce or refuse to pay a claim to the extent We are prejudiced by Your non compliance.



## Exclusions

See also General Exclusions, which also apply to this section.

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, other than the use of the Boat, other than as specified under the Water Skiing cover (where this optional cover is taken or has been automatically provided).
- 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 as a result of using Your Boat for Water Skiing, unless You have selected this optional cover and it's displayed on Your Policy Schedule. This exclusion does not apply to Your Boat Tender or if Your Boat is a Personal Watercraft.
- Liability arising out of the towing of any persons or objects in the air, including but not limited to hydrofoiling, parasailing, paragliding and the use of aerial devices (including air chairs). However, this exclusion will not apply to instances in which Water Skiers become temporarily airborne during normal Water Skiing activity.
- Liability arising out of the use of Electric Water Sports Equipment.

# SECTION 3 - INJURY TO AN INSURED PERSON

## Your Cover

We will cover You for the Accidental death of, or the following injuries to, an Insured Person following an Accident arising out of the use of Your Boat within the Geographic Limits during the Period of Insurance:

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

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

## Additional Funeral Benefit

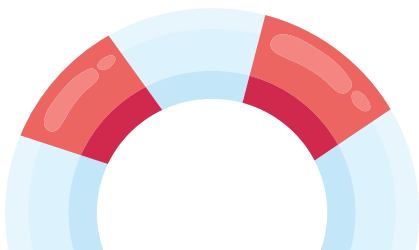
Following the Accidental death of an Insured Person covered under Section 3 of Your Policy, We will pay up to \$10,000 (incl GST) for funeral expenses in addition to the Section 3 limit outlined in Your Policy Schedule.

## Exclusions

See also General Exclusions that also apply to this section.

We do not provide cover for:

- Any entity, company or other organisation that falls within the definition of You that is not an individual person.
- An Insured Person who does not obtain professional attention from a medical practitioner, to the extent that We are prejudiced by the failure to obtain such professional attention.
- Circumstances where an Insured Person refuses to undergo a medical examination reasonably requested by Us.
- Death, permanent Injury or total loss of the use of a limb, eye, thumb or index finger occurring after 12 months from the date of the Accident.
- Accidental death or Injury arising out of the use of Electric Water Sports Equipment.







# OTHER BENEFITS

## Additional Activities

Subject to the Policy terms, conditions, limits and exclusions of the Policy, We will cover Your Boat for the below activities.

### **Volunteer Marine Rescue**

We will cover Your Boat whilst being used for volunteer marine rescue.

### **Boat Show Demonstration**

We will cover Your Boat whilst being used for demonstrations purposes at a boat show.

### **Time Trials**

We will cover Your Boat whilst being used to conduct time trials under the control or regulation of a club, association, or equivalent body. We will only cover Your Boat for this type of usage up to a maximum speed of 30 knots.

## Club Care Benefits

We will pay up to \$10,000 (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.

## New Personal Watercraft Replacement

If Your Personal Watercraft is a Total Loss within the first 2 years, We will replace it with a new Personal Watercraft of the same make and same or similar model and specifications, provided:

- the cost of the replacement Personal Watercraft does not exceed the Section 1 limit specified in the Schedule; and
- at the time You enter into the Policy with us, Your Personal Watercraft is new and covered for the full recommended retail price.

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

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

If a replacement Personal Watercraft is not available, We will pay You

the original purchase price of Your Personal Watercraft up to the Section 1 limit shown on the Schedule.

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

## Temporary Cover for Your Replacement Boat

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

If cover is to continue on the replacement boat:

- You must give Us full details of the replacement boat within 30 days of purchase; and
- You must obtain Our agreement to cover Your replacement boat; and
- You must pay any additional premium We require and accept any changes in the terms and conditions of the Policy.

Cover on the replaced Boat ceases from the date of delivery of the replacement boat.

## 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 would expire, We will provide a temporary extension to the Period of Insurance until 24 hours after Your Boat arrives at its next port.

**⚠** The temporary extension to the Period of Insurance will apply automatically provided that when 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, there are other things We won't pay under Your Policy.

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

- the existence, at any time, of asbestos.
- using Your Boat for Commercial Use.
- the use of Your Boat 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 Your 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.
- using Your Boat 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.
- Your recklessness, deliberate actions, misconduct or lack of reasonable care in the safeguard or protection of Your Boat.
- Your Boat (other than Personal Watercraft) exceeding the speed shown on the Schedule, or in the case of Personal Watercraft exceeding the speed of 70 knots, to the extent We are prejudiced by the failure to meet this requirement.
- Your Boat being used for an unlawful or illegal purpose.

- 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 statutes and laws regarding the transport of Your Boat have not been complied with, to the extent that We are prejudiced by the noncompliance.
- 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.

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; and/or
  - regularly maintained by a professional Mooring contractor on at least an annual basis, and in good order;
 to the extent that We are prejudiced by any failure to comply with these requirements.

## 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.

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.

## Geographic Limits

We won't pay for any claim arising from an Incident involving Your Boat when it is outside the Geographic Limits unless;

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

However, should Your Boat go beyond the Geographic Limits:

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

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

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

Your 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). This applies to the extent that the act could be reasonably regarded as being capable of causing or contributing to the loss (or that Our interests were prejudiced as a result of the act).

## 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](http://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

- ❓ 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 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 PDS. 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 Policy Schedule.

Apportioned Excesses for Insured Components include:

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

### *Conditional Excesses*

We may impose a conditional Excess 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.

### *Personal Watercraft Age Excess*

If Your Boat is a Personal Watercraft and is being driven by any person under 25 years at the time of the Incident, the Excess for Section 1 claims and property damage claims under Section 2 is:

- \$450 in addition to the basic Excess on Your Schedule.

### **Personal Watercraft Theft Excess**

If Your Boat is a Personal Watercraft, the Excess for any claim due to Theft is:

- \$1,000; or
- \$2,000 - where You store Your Personal Watercraft on its Trailer within a complex which has shared parking.

If Your Personal Watercraft is fitted with an electronic anti-theft identification system or a digitally encoded security system, and is recovered undamaged following Theft, the Theft Excess will be refunded to You.

Where this Theft Excess applies You will not have to pay the basic Excess.

### **Personal Watercraft Water Ingress Excess**

If Your Boat is a Personal Watercraft, the Excess for any claim due to water ingress is:

- The basic Excess on Your Schedule - where there is evidence of physical impact with a solid object; or
- \$5,000 (instead of the basic Excess) - where there is no evidence of physical impact with a solid object.

### **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; or
- 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 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 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.





## Damage or Partial Loss

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 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 Policy 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 Excess 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 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 the Excess 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 to take reasonable care not to make a misrepresentation';
- 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 15.

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,
- electronically to the email address You have given Us where You have agreed to receive notices electronically, or
- by post to the address You have given us.

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 & 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.

If You are not happy with Our response, You can refer Your complaint to the Australian Financial Complaints Authority (AFCA) subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [afca.org.au](http://afca.org.au)

Phone: 1800 931 678

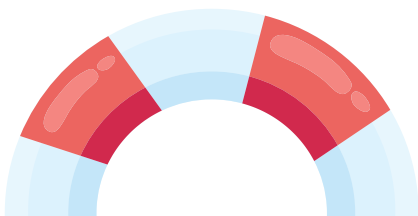
Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints go to [clubmarine.com.au](http://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](http://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 PDS.

For more information on the Code Governance Committee (CGC) go to [insurancecode.org.au](http://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 PDS and in Your Policy 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](http://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 this pleasure craft insurance Policy is payable to Allianz as the insurer.

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

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

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





## WORDS WITH SPECIAL MEANING

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

### **Accidental Loss or Damage**

Physical loss and/or damage which occurs by Accident.

### **Accident(al)/ Accidentally**

A happening that is unforeseen and unintended by You.

### **Act of Terrorism**

Any act of terrorism, including but not limited to, any act, preparation in respect of action or threat of action, designed to:

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

### **Agreed Value**

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

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



### **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. The term boat where used in this document includes a Personal Watercraft where this is the item We have agreed to insure and this is shown in the Schedule.

### **Boat Lifts & 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 insured Boat, for example, as a lifeboat or a means of transportation between the shore and Your moored Boat.

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

### **Commercial Use**

Any activity specifically undertaken for the purposes of earning an income, or any activity registered as a business and which You are obliged by law to register for GST purposes. For example, hire, rideshare, or accommodation.

### **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.

### **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 the Boat, Insured Components or other property over time as a result of age, condition or normal wear and tear.

### **Diving Equipment**

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

## **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 that meet statutory or other legal requirements or which are normally sold with, or associated with the safe use & enjoyment of Your Boat.

Cover for equipment and accessories includes:

- Boat canopies
- Fishing Gear (but not fishing tackle)
- Water Ski Equipment
- Diving Equipment
- Mobile electronics
- Tools
- Boat Lifts & 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.

Equipment and accessories excludes Personal Effects and anything not owned by You, unless You advise Us and We agree to extend cover in writing.

## **Excess(es)**

The relevant excess amount(s) shown in the Policy 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, which are owned by You.

## **Flood**

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified)
- a river (whether or not it has been altered or modified)
- a creek (whether or not it has been altered or modified)
- another natural watercourse (whether or not it has been altered or modified)
- a reservoir
- a canal
- a dam

## **Geographic Limits**

- Within 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 on the Schedule; or
  - extended on the Schedule.

## **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, but only when on the insured Boat or the Boat Tender.

## **Insured Person**

You, but only if You are an individual person.

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

### **Latent Defect**

A flaw in the 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 an 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.

### **Named Cyclone**

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

### **Period of Insurance**

The period of time commencing on the effective date stated in the Policy Schedule and ending on the expiry date stated in the Policy 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 or Your immediate Family, limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses, manchester, coolers, insulated flasks and hygiene items.

### **Personal Watercraft**

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

### **Policy**

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

## **Schedule**

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

- Period of Insurance;
- the covered property;
- the limits or limits of liability for each Section of the Policy and any limits for additional covers selected;
- the Excess(es) that apply; and
- any variation to the standard terms.

Any new or replacement schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current schedule.

## **Theft**

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

## **Tools**

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

## **Total Loss**

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

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

## **Trailer**

The insured trailer 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 or persons/company named as the 'Insured' on the Schedule.

This page has been intentionally left blank.



### **Mercury Insurance**

Mercury Insurance is administered by Club Marine Limited (ABN 12 007 588 347, AFSL 236916) and underwritten by Allianz Insurance Limited (ABN 15 000 122 850, AFSL 234708)

**Call us: 1300 175 200**

Email us: [MemberServices@ClubMarine.com.au](mailto:MemberServices@ClubMarine.com.au)



# SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT (SPDS) – CLUB MARINE PLEASURE CRAFT INSURANCE

PREPARATION DATE: 26/4/2024

This document is an SPDS that updates and amends the Pleasure Craft Insurance Policy Product Disclosure Statement and Policy Document (“PDS”) dated 27 March 2024 issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708, GPO Box 9870 Melbourne VIC 3000 (Allianz). This SPDS must be read together with the PDS and any other current SPDS that You were given which updates or amends the PDS.

## CHANGES TO THE PDS

The section titled “Paying By Instalments” on page 15 is deleted and replaced with:

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