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# Boat Insurance

- Product Disclosure Statement and Policy Booklet

## Thank you for choosing NRMA Insurance.

This Product Disclosure Statement (PDS) is issued by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as NRMA Insurance. The information in this PDS is current at the preparation date. From time to time, We may include more up-to-date information in the PDS that is not materially adverse without notifying You. You can get more up-to-date information by contacting Us. If You ask Us for any updates, We will give You a free copy. If We need to, We will issue a supplementary or replacement PDS.

This PDS has been designed to help You get the most out of Your Policy. When You take out an insurance policy with Us, the cover We agree to provide You is set out in Your current Certificate of Insurance and described in this PDS, as well as any supplementary PDS We may issue. Together they make up the terms and conditions of Your insurance contract with Us. Read them carefully and store them together in a safe place.

©2021.

## Contact details

This booklet contains information You need to know about Your Policy. If You have any questions, or if there's anything We can help with, get in touch today.

- 🔍 Enquiries 132 132
- 📞 Claims 131 123
- 🌐 Web [nrma.com.au](http://nrma.com.au)


**Preparation date:** 28 November 2021

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## Key benefits and features of boat insurance

This table lists the cover We provide under the insurance We offer. In this PDS We set out the full details about Your cover and any limits, exclusions and conditions that apply.

Cover	 Boat Insurance
<b>Cover for loss or damage to Your Boat</b>	<b>For Accidental damage</b>
<b>Cover for liability</b>	✓
<b>Additional benefits</b>	
Boat storage costs	✓
Contents of Your Boat	✓
Detached parts at home	✓
Emergency repairs	✓
Emergency transport and accommodation	✓
Hull inspection	✓
Lifetime repair guarantee (on authorised repairs)	✓
Methamphetamine contamination	✓
New boat replacement	✓
Personal Accident cover	✓
Race and competition entry fees	✓
Replacement of keys and locks	✓
Salvage costs	✓
Temporary cover for replacement boat	✓
Towing	✓
<b>Optional benefits</b>	
Lay up cover	Optional
Liability cover for waterskiing and Flotation Devices	Optional
Racing risk extension	Optional

# 1 Important information

## Your contract

Your Policy is a contract between You and Us and is made up of:

- Your Certificate of Insurance;
- this Product Disclosure Statement and Policy Booklet (PDS); and
- any applicable supplementary PDS.

### More than one insured

If there is more than one insured, anything that any insured says, does or omits applies to all of the insureds. Each insured can act on behalf of all the insureds as their agent.

### Certificate of Insurance

Your Certificate of Insurance shows the cover of Your insurance and any optional benefits You have added under Your Policy. It also shows the Period of Insurance Your Policy covers – We only cover You for incidents that happen during this time.

## Receiving Your Policy documents

You may choose to receive Your Policy documents:

- electronically – that is, by email; or
- by post.

If We send Your Policy documents to You by email, We will send them to the person and email address You have nominated for receiving Policy documents. Any Policy documents We send to this email address will be considered to have been received by You 24 hours from when We send them.

If We send Your Policy documents to You by post, We will send them to the person and mailing address You have nominated for receiving Policy documents.

You are responsible for making sure the person and email or mailing address We have for Your Policy documents is up to date. So, You need to tell Us if this email or mailing address change – see 'Changes to Your Policy' in this section.

## Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover You have chosen:

- throughout this PDS, We set out any specific limits, exclusions and conditions with the cover they apply to;
- We set out the general exclusions that apply to all covers and benefits under Your Policy in the 'General Exclusions' section; and
- We set out Your responsibilities when You are insured with Us in 'Your responsibilities' in this section.

## Special conditions and embargoes

We may apply special conditions on Your Policy that may exclude, restrict or extend cover for a person or a particular matter at the time that You purchase the Policy. For example, We may not cover You for some incidents like a bushfire, storm or Flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to Your Policy, including the period of any applicable embargo.

In addition, We may apply special conditions during the Period of Insurance that limit Your ability to make changes to coverage, Sums Insured and Your Policy terms.

## Your Premium

In return for paying Your Premium, We provide the cover You have chosen.



For information about how We work out Your Premium, see Our Boat Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Boat Insurance Premium, Excess & Discounts Guide visit [nrma.com.au](http://nrma.com.au).

### Paying Your Premium

You must pay Your Premium on time. You can pay Your Premium:

- annually in one lump sum; or
- in instalments by direct debit from an account or credit card You nominate (if We offer this option to You).

Your Certificate of Insurance shows the amount You need to pay and the due date for Your annual Premium or each instalment.

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

When You take out insurance, You need to pay Your annual Premium or any instalments by the due date specified on Your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your Premium is overdue We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your Premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalments, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process.

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## Excess(es)

An Excess is Your contribution towards the cost of a claim. The amount and types of Excess that applies to Your Policy will be shown on the Certificate of Insurance. Please see 'Excess' in the 'Claims' section for information on the type of Excess that may apply to Your claim and when You may not be required to pay an Excess.



For more information about the Excesses that may apply to Your Policy, see Our Boat Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Boat Insurance Premium, Excess & Discounts Guide visit [nrma.com.au](http://nrma.com.au).

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## Cooling-off rights

You can tell Us to cancel Your Policy within 21 days from:

- the date We issue Your Policy – for example, if You call Us on 3 May to set up a new Policy from 10 May, then Your 21 day cooling-off period starts from 3 May as that's when We issued Your Policy; and
- the start date of the Period of Insurance that applies when You renew Your Policy.

If You tell Us to cancel Your Policy within those times, We'll refund the Premium You paid Us in full. However, We will only do that if You haven't made a claim on Your Policy. You can also cancel Your Policy as set out in 'Cancellation' in this section.

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## Changes to Your Policy

You may want to make a change to Your Policy (for example, adding optional benefits to increase Your cover). To make a change to Your Policy please contact Us.

If We agree to make the change, We will:

- tell You if any additional Premium applies to the change and require You to pay this amount in order to make the change under Your Policy; or
- refund any amount We owe You due to the change; and
- issue You with a Certificate of Insurance.

If You change Your contact details (for example, the mailing or email address You have nominated to receive Policy documents) You must tell Us as soon as reasonably possible. If You don't, We will consider that You received Your Policy documents (that We sent to Your old address) even though You didn't. We will continue to send Your Policy documents to the mailing or email address You have nominated until You tell Us to update Your contact details.

## Cancellation

In addition to Your 'Cooling-off rights', You may cancel Your Policy at any time (for example, if You no longer want Your Policy).

There may be circumstances where We need to cancel Your Policy. We will only do this if the law allows it.

If Your Policy is cancelled:

- We will refund a portion of Your Premium after We deduct an amount that covers the period that You have been insured for; or
- and You pay Your Premium by instalments, We will deduct any unpaid instalments that are due. You authorise Us to deduct any unpaid instalments by direct debit from the account or credit card You previously nominated for instalment deductions. As We are only allowed to deduct the agreed amount You previously authorised, We may need to collect the total amount You owe Us over a few instalments.

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## Renewal

At least 14 days prior to expiry of Your Policy We will give You notice in writing of the date and time of expiry and advise You if We are prepared to renew Your Policy. If We offer to renew Your Policy We will send You an updated Certificate of Insurance and quote a premium based on the information in Your current Policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for You.

If You paid Your last Premium:

- as an annual Premium by direct debit, We will deduct the renewal Premium from the account or credit card You previously nominated; or
- by instalments, We will continue to deduct payments from the account or credit card You previously nominated for instalment deductions,

and Your Policy will automatically renew if We offer You a renewal. If You do not want Us to continue to deduct these payments and automatically renew Your Policy, please contact Us prior to expiry of Your Policy.

If You paid Your last Premium as an annual Premium without a direct debit arrangement, We must receive Your payment of the renewal Premium by the due date otherwise Your Policy will not renew.

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## Assigning rights and appointing a representative

### Assigning Your rights

You must not assign any benefits, rights or obligations under Your Policy unless You get Our written consent first.

### Appointing someone to represent You

If You want to appoint someone to represent You, then You need to tell Us and We need to agree that We will deal with them on Your behalf. We will not unreasonably withhold Our consent. For example, You may ask someone to manage Your Policy or a claim.

We may have a concern with a party that You may want to appoint if they present a conflict of interest, for example, someone who supplies goods or services for Your claim. We will not pay any costs charged by anyone You appoint to represent You.

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## Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by Your Policy. If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

You must tell Us if:

- there is any change in Your circumstances during the Period of Insurance;
- there is any change to where Your Boat is usually kept;
- there is any change to the way Your Boat is used including but not limited to if You use Your Boat for business, rideshare, take away food delivery, courier or other deliveries, boating instruction, farming activities, hire or rent, professional sports activities, taxi or people transportation or trade;
- there is any change to the regular drivers of Your Boat;
- You have fitted any Modifications to Your Boat that We asked You about when You first applied for Your Policy; or
- any drivers of Your Boat have been convicted of fraud.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy to reflect the change in risk and terms upon which We have issued Your Policy. If You do not wish to accept Our terms, You can cancel Your Policy.

You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- ensure that the Agreed Value of Your Boat includes Your Boat's Hull (including Fixtures and Fittings), and any Modifications, manufacturer options, Accessories, Motors, masts, spars, rigging, Boat Tender and Trailer;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an incident happens;
- take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

There are also things You must and must not do if You make a claim under this Policy. These are set out in the 'Claims' section. If You breach any of the terms of this Policy We may refuse or reduce a claim, cancel Your Policy or do both.

The course of action We take when You breach any of the terms will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your Policy.

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## Your privacy is important to Us

We value the privacy of personal information We collect about You.

We collect Your personal information directly from You and through others including those listed in Our Privacy Policy, such as Our related entities, agents and distributors.

### How We use Your personal information

We and the parties listed in Our Privacy Policy will use Your personal information for the purposes it was collected for. Those purposes usually include to provide You with assistance, a product or service You requested and to deal with claims.

Your personal information may also be used for other purposes that are set out in Our Privacy Policy. You may choose to not give Us Your personal information. However, not giving Us Your personal information may affect Our ability to provide You with a product or service, including processing a claim.

### Further information

We may disclose Your personal information to:

- Our related entities;
- Our service providers – which includes some service providers that may be based overseas; and
- other parties as set out in Our Privacy Policy.

Our Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information.

Our Privacy Policy also provides information about how You can:

- access Your personal information;
- ask Us to correct Your personal information; and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

### Your consent

You agree to Us collecting, holding, using and disclosing Your personal information as set out in Our Privacy Policy when You:

- provide Us with Your personal information; and
- apply for, use or renew any of Our products or services

### To get a free copy of Our Privacy Policy:

 [nrma.com.au/privacy-security](mailto:nrma.com.au/privacy-security)

 **Call:** 132 132

## What to do if You have a complaint and other important information

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Call Us on 132 132 or go to Our website for more information: [nrma.com.au](http://nrma.com.au)

We will try to resolve complaints at first contact or shortly thereafter. If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

📞 **Free call:** 1800 045 517

✉️ **Email:** [customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

**Free Call:** 1800 931 678

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

**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

**Visit:** [www.afca.org.au](http://www.afca.org.au)

Further information about Our complaint and dispute resolution process is available by contacting Us.

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## The General Insurance Code of Practice (Code)

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

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

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or Code Governance Committee.

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## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that We become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

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## Governing law, currency and GST

### Governing law

This contract is governed by the law of the Australian State or Territory where the property insured under this Policy is kept.

### Currency

All dollar values described in Your Policy are a reference to the lawful currency of Australia.

### GST

All dollar values described in Your Policy include GST, unless We say they don't. If You are a business registered or required to be registered for GST purposes, then You must tell Us:

- Your Australian Business Number (ABN); and
- the percentage of any input tax credit You have claimed or are entitled to claim on the Premium.

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## 2 Definitions

The following words have the following special meaning in this Policy when the words are capitalised. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

**Accessory** means:

- an alteration or addition that is fitted to or permanently stored in a boat that is not directly related to its function as a boat; or
- a protective cover or canopy, including a bimini, that is specifically designed for Your type of Boat,

but does not include any mobile or other telephone, laptop computer, tablet device or Contents.

**Accident** or **Accidental** means a sudden, unexpected and unintended event which was not intended or expected by You or anyone else insured under this Policy.

**Act of Terrorism** means any act which may involve the use of, or threat of, force, violence or biological or chemical warfare, or nuclear pollution or contamination or explosion where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government or any section of the public.

**Agreed Value** means the amount We agree to insure Your Boat for that is shown on Your Certificate of Insurance. It includes:

- Your Boat's Hull (including Fixtures and Fittings);
- any Modifications, manufacturer options or Accessories to Your Boat;
- any Motors, masts, spars, rigging, Boat Tender and Trailer of Your Boat;
- GST;
- registration; and
- other compulsory boating costs.

It does not include any:

- allowance for dealer profit;
- warranty costs;
- stamp duty; or
- transfer fees.

**Authorised Driver** means any person listed on the Certificate of Insurance as a driver of Your Boat or any person who is driving or in charge of Your Boat with Your permission.

**Boat** means the boat shown on Your Certificate of Insurance and includes its Hull (including Fixtures and Fittings), any standard Equipment that comes with Your Boat and any Modifications, manufacturer options, Accessories, Motors, masts, spars, rigging, Boat Tender or Trailer.

It does not include fuel or lubricants.

**Boat Tender** means a small boat that is:

- only used to get to or from Your Boat;
- ordinarily towed behind, or carried on or next to, Your Boat; and
- marked with the registration number of Your Boat and not registered in its own right.

**Certificate of Insurance** means the document outlining the details of Your insurance cover.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Contents** means the following items that are used solely within Your Boat (but not within Your Boat Tender) which You own or are legally responsible for under a written employment contract or a hire or lease agreement (but not under a tenancy agreement):

- household items and portable appliances used for cooking, drinking and eating;
- microwaves, portable BBQs, gas bottles, unfixed furniture, televisions, portable fridges and vacuum cleaners;
- portable navigation equipment;
- wetsuits, masks, snorkels, fins, regulators, tanks, buoyancy compensation devices and compressors;
- fishing rods, fishing reels and portable fish finders; and
- waterskis, Flotation Devices, ski ropes and wakeboards,

provided that they are not permanently attached to or fixed to the structure of Your Boat.

Contents does not include:

- any Fixtures and Fittings;
- diving, fishing or waterskiing equipment while they are being used;
- cash, cheques, money orders, gift certificates, and negotiable instruments;
- jewellery or watches;
- mobile phones or cameras;
- portable electronic or electrical items or their accessories, for example, laptops, tablets, MP3 players, CD players, game consoles and electronic organisers;
- food, drinks, medicines or bait;
- sailboards, surfboards or any other sporting equipment except for diving, fishing and waterskiing equipment;
- fuel; or
- personal effects.

**Domestic Pets** means a domestic animal not used for racing or commercial breeding purposes.

**Dry Stored** means storage of a boat out of the water on a rack or shelf that is designed to hold that type of boat.

**Equipment** means:

- items You are legally required to carry on Your Boat, for example, fire extinguishers, life jackets and mandatory safety equipment; and
- tools that You permanently keep on your boat for emergency, breakdown and maintenance reasons.

**Event** means a boating event organised by a club or association.

**Excess** means the amount(s) You must contribute to the cost of a claim. The amount and types of Excess that apply to Your Policy will be shown on Your Certificate of Insurance.

**Fixtures and Fittings** means any items that are permanently attached to Your Boat.



**Flood** means 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; or
- a dam.

**Flotation Device** means a device which is made and designed to be ridden by someone while being towed by a boat and which is usually inflatable.

It does not include any:

- tyre inner tubes, waterskis, wakeboards, kneeboards or slalom skis;
- parasails, hang gliders or other aerial devices; or
- sailboards, surfboards, surfskis or similar objects.

**Genuine Parts** means parts which were made by:

- the original manufacturer of Your Boat; or
- a supplier who provides parts to the original manufacturer of Your Boat.

**Hull** means:

- the frame or body of Your Boat;
- the deck and cabin of Your Boat; and
- any Fixtures and Fittings.

**Lay Up Period** means the lay up period (if any) shown on Your Certificate of Insurance.

**Liability Limit** means the maximum amount of \$10,000,000 (inclusive of GST and all legal costs) We will pay for any one incident under the 'Cover for liability' section.

**Market Value** means Our assessment of the value of the boat at the time of any claim under the 'Lifetime repair guarantee' additional benefit using local market prices and considering the age and condition of the boat. It includes:

- the boat's Hull (including Fixtures and Fittings);
- any Modifications, manufacturer options or Accessories to the boat;
- any Motors, masts, spars, rigging, Boat Tender and Trailer of the boat;
- GST;
- registration; and
- other compulsory boating costs.

It does not include any:

- allowance for dealer profit;
- warranty costs;
- stamp duty; or

- transfer fees.

**Medical Practitioner** means a qualified independent medical practitioner that is not You, Your spouse or family member, or the spouse or a family member of the person injured.

**Modification** means an alteration or addition to a boat that differs from the boat manufacturer's original specification or recommendation for the boat and which enhances (or is intended to enhance) the performance, or alters (or is intended to alter) the safety or handling, of the boat.

**Mooring** means a fixed or stationary item in the water that You can secure Your Boat to like a post, stake, pile or pontoon.

It does not include any anchor.

**Motor** means a device that propels or powers Your Boat through the water.

**Period of Insurance** means the period that is covered by Your Policy that is shown on the Certificate of Insurance.

**Policy** means the contract between You and Us and includes this document, any applicable supplementary PDS(s) and the Certificate of Insurance.

**Premium** means the total amount You pay for this Policy that is shown on the Certificate of Insurance. It includes government taxes such as GST and any other duties or charges that apply. If You pay Your Premium by instalments, Your Premium is the total of the instalments You need to pay over the Period of Insurance.

**Secured** means:

- in relation to Your Trailer - secured to a fixed object using both chains and locks, or having a wheel locking device applied; and
- in relation to Your Boat - secured to Your Trailer using both chains and locks.

**Specified Injury** means either:

- permanent or total loss of the sight of an eye; or
- permanent and total loss of the use of a limb.

**Stranded** means Your Boat has run ashore or run aground.

**Substitute Boat** means a boat that You do not own that has been borrowed or hired because Your Boat is being repaired, serviced or has broken down but does not include a hire boat rented from a commercial rental company.

**Sum Insured** means the Agreed Value of Your Boat as shown on the Certificate of Insurance. It is the maximum amount We will pay for loss or damage to Your Boat under 'Cover for loss or damage to Your Boat'.

**Total Loss** means when We decide to pay You the Sum Insured for Your Boat. This is usually where We decide that it is uneconomical to repair Your Boat or Your Boat has been stolen and not recovered.

**Trailer** means a device which You own that is specifically designed to carry Your Boat and be towed behind a motor vehicle.

**We, Us and Our** means the product issuer Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as NRMA Insurance.

**You and Your** means all the people named as the insured on the Certificate of Insurance.

## 3 Cover for loss or damage to Your Boat

### What We cover

We will cover Your Boat for loss or damage occurring during the Period of Insurance caused by Accident within Australia. This includes loss or damage caused by:

- collision or crash;
- earthquake;
- explosion;
- fire;
- Flood;
- storm;
- theft or attempted theft;
- tsunami; or
- vandalism or a malicious act.

If Your claim is for theft or attempted theft, vandalism or malicious act, You must report the theft, attempted theft, vandalism or malicious act to the police and provide Us with the incident number and details of when and where the report was made.

### What We don't cover

Under this 'Cover for loss or damage to Your Boat' We do not cover any:

- loss or damage from theft or attempted theft, vandalism or malicious act by You or with Your express or implied consent.
- loss or damage to any Substitute Boat.
- loss or damage to part(s) of Your Boat (other than Your Trailer) that occurs while they are detached from Your Hull.

## 4 Cover for liability

### What We cover

We will cover the following people:

- You;
- an Authorised Driver; and
- a passenger,

for the amounts they are legally liable to pay for:

- loss or damage to another person's property; or
- death or bodily injury to another person,

within Australia for an incident during the Period of Insurance caused by use of Your Boat or a Substitute Boat.

We will also pay all legal costs and expenses incurred with Our prior written consent if We accept a claim under this 'Cover for liability'.

We will also cover You, an Authorised Driver or a passenger for the reasonable costs they incur (and are legally responsible for) to remove, contain or clean up debris or liquids that are released from Your Boat as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat'. We will provide such cover up to a maximum of \$250,000 (inclusive of GST) per incident. This cover is included in the Liability Limit.

We will provide cover up to a maximum of \$10,000,000 (inclusive of GST and all legal costs) (the Liability Limit) for any one incident.

### What We don't cover

Under this 'Cover for liability' We do not cover any:

- claims by:
  - You;
  - Your relative, spouse, de facto or any person ordinarily residing with You or any other person with whom You ordinarily reside; or
  - any person covered under this 'Cover for liability', except to the extent that:
    - the 'Liability cover for waterskiing and Flotation Devices' optional benefit is shown on Your Certificate of Insurance as added to the Policy; and
    - an Authorised Driver (other than You) is legally liable to pay an amount in respect of Your death or bodily injury to You caused by that Authorised Driver controlling Your Boat while You are waterskiing or riding a Flotation Device, provided that such liability would be covered by this 'Cover for liability' section but for this exclusion.
- loss or damage to any property owned or in the physical or legal control of:
  - You;
  - any person using Your Boat or a Substitute Boat; or
  - any person covered under this 'Cover for liability'.
- claims where there is insurance required by law that provides cover for the liability or such insurance was available but was not taken out.
- penalties, fines or awards of aggravated, exemplary or punitive damages made against You or any person covered under this 'Cover for liability'.
- disease that is transmitted by:
  - You;
  - Your relative, spouse or de facto or any person ordinarily residing with You or any person with whom You ordinarily reside; or
  - any person covered under this 'Cover for liability'.
- legal costs and expenses that relate to a liability not covered by this Policy.

- legal costs and expenses We have not agreed to in writing.
- legal costs and expenses to defend any type of criminal proceeding or any fines or other penalties including but not limited to criminal offences or penalties involving the use of Your Boat or Substitute Boat or breaches of any legislation, by-laws or regulations.
- liability in connection with any seepage, pollution or contamination (including the cost of cleaning up) unless it occurs during the Period of Insurance and is caused by a sudden and Accidental event that occurs during the Period of Insurance.
- liability in connection with the ownership, use or maintenance of any boat within the restricted area of any airport.
- liability for loss, damage, death or bodily caused to, caused by, or arising from any person waterskiing or riding a Flotation Device being towed by Your Boat, except to the extent specifically provided by the 'Liability cover for waterskiing and Flotation Devices' optional benefit (if You are entitled to it).
- liability caused by or arising from the use of Your Trailer while it is attached to a motor vehicle.
- liability that arises from Your Trailer if it becomes detached from a motor vehicle or motorcycle while that motor vehicle or motorcycle is in use.

## 5 Additional benefits

The Excess applies to the additional benefits unless otherwise stated.

These additional benefits are payable in addition to the Sum Insured for Your Boat or Liability Limit (as applicable) unless stated otherwise.

### Boat storage costs

If Your Boat suffers loss or damage as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat' We will pay the reasonable costs to store Your Boat at a storage facility or holding yard from the time the claim is lodged until the earlier of when:

- Your Boat is sent to a repairer to complete the repairs; or
- We settle Your claim.

We will also pay the costs of moving Your Boat to and from the storage facility or holding yard and the repairer.

Under this additional benefit:

- We must agree to pay the storage costs and moving costs before You make any arrangements;
- You need to move Your Boat if We ask You to; and
- We can move Your Boat if We need to.

## Contents of Your Boat

If Your Contents suffer loss or damage while on Your Boat as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat' We will pay up to a maximum of \$1,000 or any Contents limit stated on Your Certificate of Insurance (whichever is higher) to, at Our discretion:

- repair or replace those Contents;
- pay You the reasonable cost of repairing or replacing those Contents; or
- pay You the limit applicable to this additional benefit.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

However, if You have chosen to increase the limit applicable to this additional benefit to more than \$1,500, the most We will pay for any one item of Contents is \$1,500.

If Your claim is for theft, attempted theft, vandalism or a malicious act:

- You must report the theft, attempted theft, vandalism or malicious act to the police and provide Us with the incident number and details of when and where the report was made; and
- We will not cover any loss or damage if Your Contents were not in a locked cabin or compartment at the time of the incident, or if there is no proof of forced entry into the locked cabin or compartment.

### Detached parts at home

If part(s) of Your Boat suffer loss or damage during the Period of Insurance while they are detached from Your Hull and stored securely in a locked area at the address where Your Boat is stored when not in use as shown on Your Certificate of Insurance (for example, in Your house, garage or shed), We will pay up to a maximum of \$500 to, at Our discretion:

- repair or replace those parts; or
- pay You the reasonable cost of repairing or replacing those parts.

This additional benefit is included in the Sum Insured for Your Boat.

If Your claim is for theft, attempted theft, vandalism or a malicious act:

- We will not cover any loss or damage unless:
  - the parts of Your Boat were in a locked room or area at the time of the incident; and
  - there is proof of forced entry into the locked room or area; and
- You must report the theft, attempted theft, vandalism or malicious act to the police and provide Us with the incident number and details of when and where the report was made.

## Emergency repairs

If Your Boat requires emergency repairs to be secured, driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat', We will pay the reasonable costs of the emergency repairs up to a maximum of \$800.

This additional benefit is included in the Sum Insured for Your Boat.

Under this additional benefit:

- We will determine what is an emergency repair;
- the emergency repairs must be made to keep Your Boat secure or to allow Your Boat to be driven or used; and
- You may pay for the emergency repairs up front and provide Us with a tax invoice.

We will not cover any:

- non-emergency repairs; or
- repairs that are caused by lack of maintenance or normal wear and tear.

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## Emergency transport and accommodation

If Your Boat is damaged and cannot be driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat' that occurs more than 100 kilometres from Your home, We will pay the reasonable costs of:

- transportation for You, Your passengers and Your Domestic Pets that are on Your Boat at the time of the incident to Your home or, if We agree, to another destination;
- temporary accommodation for You, Your passengers and Your Domestic Pets that are on Your Boat at the time of the incident covering the room rate only; and
- transportation of Your Boat from:
  - the place Your Boat is repaired to Your home; or
  - the location of the incident to a repairer near Your home.

We will cover You up to a maximum of \$1,000.

We must agree to the costs before they are incurred.

We will not cover any costs of transporting Your Boat under this additional benefit if Your Boat sinks or has become Stranded (note: the 'Salvage costs' additional benefit may apply - refer to that section).

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## Hull inspection

If Your Boat is damaged as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat' and You reasonably suspect that Your Hull has been damaged in that incident, We will pay the reasonable costs to have a qualified marine repairer or surveyor inspect Your Hull for damage during the Period of Insurance.

We must agree to the costs before they are incurred.

## Lifetime repair guarantee

If We authorise and pay for a repairer to repair Your Boat in relation to an incident We have agreed to cover under this Policy, We will provide a lifetime guarantee for the workmanship of those repairs as long as You are the owner of Your Boat.

Under this additional benefit:

- You must allow Us to inspect Your Boat at any reasonable time or place before any repairs;
- We decide how to fix any fault caused by poor workmanship; and
- We can choose to settle a claim through any of the following ways:
  - We can arrange for the original repairer or another repairer to repair Your Boat;
  - We can choose to pay You the reasonable cost to repair Your Boat as determined by Us. We determine what the reasonable cost is to repair Your Boat by looking at a range of factors including quotes from the original repairer or another repairer, Our nominated repair methods for the type of damage to Your Boat and reports from Our assessors; and/or
  - We can choose to pay You an amount that is equal to the Market Value of Your Boat at the time of the claim under this additional benefit.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We will not provide any cover if:

- You have sold Your Boat;
- You (or anyone on Your behalf) authorised repairs to Your Boat without Our prior written agreement;
- You arrange repairs after We cash settle Your claim; or
- there is deterioration or wear and tear caused:
  - over time;
  - by use of Your Boat;
  - by exposing Your Boat to the elements; or
  - by Your failure to maintain Your Boat in good order and repair.

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## Methamphetamine contamination

If Your Boat is stolen or forcibly entered during the Period of Insurance and recovered or found with Contamination Damage, We will pay the reasonable costs to Remediate the Contamination Damage within Your Boat to a level of 0.5 micrograms (µg) per 100cm<sup>2</sup> or less (or to the level specified by any relevant State, Territory or Commonwealth legislation as an acceptable level of surface presence of Methamphetamine in a vehicle or domestic premises if there is such legislation).

This additional benefit is included in the Sum Insured for Your Boat.

Under this additional benefit only, the following words have the meaning set out below when capitalised:

- “Contamination Damage” means surface contamination within Your Boat caused by Methamphetamine smoking or manufacturing that exceeds a level of 0.5 micrograms (µg) per 100cm<sup>2</sup> (or the level specified by any relevant State, Territory or Commonwealth legislation as an unacceptable level of surface presence of Methamphetamine in a vehicle or domestic premises if there is such legislation).
- “Methamphetamine” means the controlled drug methamphetamine as defined in the Criminal Code Act 1995 (Cth) or similar or replacement legislation or regulations.
- “Remediate” means to reduce the level of Contamination Damage.

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## New boat replacement

If We agree to pay Your claim for an incident under ‘Cover for loss or damage to Your Boat’ as a Total Loss, We will replace Your Boat with a new boat of the same make, model, Motor size and paint type and replace any Modifications or Accessories of Your Boat on the new boat and pay the cost of 12 months registration for the new boat but only if:

- a new boat of the same make, model, Motor size and paint type as Your Boat is available in Australia;
- You bought Your Boat as a new or demonstrator boat and at the time of the incident Your Boat is less than 24 months from the date it was first registered;
- any credit provider noted on Your Certificate of Insurance agrees to Us replacing Your Boat with a new boat; and
- You pay the following amounts to Us or who We direct You to pay it to:
  - the Excess;
  - any unpaid Premium; and
  - the unused portions of registration (if applicable).

If We replace Your Boat under this additional benefit, Your Policy comes to an end and no refund of Your Premium is due. Any salvage of Your Boat will become Our property.

If You do not wish for Us to replace Your Boat with a new boat as set out in this additional benefit or You do not or are unable to satisfy the above conditions for this additional benefit, We will pay You a cash settlement for the Total Loss of Your Boat as set out in ‘Total Loss of Your Boat’ in the ‘Claims’ section of this Policy.

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## Personal Accident cover

If an Accident occurs on Your Boat within Australia during the Period of Insurance and that Accident directly causes death or a Specified Injury to You, an Authorised Driver or passengers on Your Boat within six months of the Accident, We will pay:

- \$15,000 in respect of such death; and
- \$10,000 in respect of that Specified Injury. However, We will only pay this benefit once per covered person in the Period of Insurance, regardless of the number of Specified Injuries they suffer.

We will also pay up to a maximum of \$10,000 for the costs of a funeral for any person whose death is covered under this additional benefit.

Injured persons must obtain medical advice from an independent medical practitioner, and follow that advice, as soon as possible after the Accident.

We will not pay any amount under this additional benefit:

- for, or in relation to any:
  - death or Specified Injury not directly caused by an Accident on Your Boat during the Period of Insurance;
  - death or Specified Injury that occurs more than six months from the date of the relevant Accident; or
  - self inflicted death or Specified Injury;
- if You, an Authorised Driver, or a passenger of Your Boat (as relevant):
  - do not obtain professional attention from a medical practitioner as soon as possible after the Accident; or
  - refuse to undergo any medical examination requested by Us; or
- in relation to any person covered under this additional benefit if at the time of the Accident they:
  - had more than the legal limit of alcohol or a drug in their system and this has caused or contributed to the death, Specified Injury or Accident;
  - were under the influence of alcohol or a drug and this has caused or contributed to the death, Specified Injury or Accident;
  - refused a test to determine alcohol or drug levels including a failure to report to a police station within the legal time frame following an incident that requires a drug or alcohol test; or
  - did not remain at the scene of the incident for the time required by law, or until the police arrived, without any reasonable excuse.

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## Race and competition entry fees

If We agree to pay Your claim for an incident under ‘Cover for loss or damage to Your Boat’ and as a result of that incident You need to withdraw from an Event, such as a yacht racing or fishing tournament, We will pay up to a maximum of \$2,000 for any non-refundable entry fee You have paid for that event.

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## Replacement of keys and locks

If the keys or access codes to Your Boat are stolen, lost or duplicated, or it is reasonable for You to believe that the keys or access codes to Your Boat have been stolen, lost or duplicated during the Period of Insurance and there is no other damage to Your Boat, We will pay the reasonable costs to repair, replace and recode the keys, locks, barrels, fobs or keypads up to maximum of \$1,000.

You may report the theft or suspected theft to the police and provide Us with the incident number and details of when and where the report was made.

## Salvage costs

If Your Boat sinks or has become Stranded during the Period of Insurance as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat', We will pay the reasonable costs of moving Your Boat from the location it sank or became Stranded to:

- a repairer or other place We recommend; or
- a safe place.

We will only pay under this additional benefit if We agree to pay the costs of moving Your Boat before they are incurred.

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## Temporary cover for a replacement boat

If You replace Your Boat with another boat within 30 days of selling Your Boat during the Period of Insurance, We will cover the replacement boat on the terms set out in this Policy for a period of 14 days commencing on the date of purchase of the replacement boat.

If You wish to continue cover for the replacement boat after the 14 day cover period:

- You must contact Us within the 14 day cover period;
- You must provide Us with full details of the replacement boat necessary to apply for cover;
- We must agree to insure the replacement boat; and
- You must pay any additional Premium that is payable to cover the replacement boat.

If We agree to provide cover for the replacement boat after the 14 day cover period, We will issue You with a new Certificate of Insurance.

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## Towing

If Your Boat is damaged and cannot be driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Boat', We will pay the cost of towing Your Boat from the scene of the incident to:

- a repairer or other place We recommend; or
- a safe place.

The cover under this additional benefit will also include the cost of towing Your Boat:

- between repairers; and
- to and from a storage facility or holding yard if storage is required before repair of Your Boat.

We will only pay under this additional benefit if We agree to pay the costs of the towing before they are incurred.

We will not cover any claim under this additional benefit if Your Boat sinks or has become Stranded (note: the 'Salvage costs' additional benefit may apply - refer to that section).

## 6 Optional benefits

You may be able to add the following optional benefits to Your Policy if You apply for them and pay any additional Premium that applies.

If We agree to provide any of these optional benefits with Your Policy, the optional benefit will be shown on Your Certificate of Insurance as added to the Policy. You are only entitled to those optional benefits that You have specifically chosen, paid any applicable additional Premium for and are shown on Your Certificate of Insurance as added to the Policy.

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### Lay up cover

If You have added this optional benefit to Your Policy:

- Your Premium for the Period of Insurance may be lower than it would have been if You had not selected this optional benefit – Your Premium is shown on Your Certificate of Insurance. Contact Us if You have questions about Your Premium; and
- in the Lay Up Period, We will not cover:
  - You; or
  - any person covered under this Policy,

under any section of this Policy unless an incident or Accident otherwise covered by this Policy occurs when Your Boat is:

- kept securely on a Trailer, or Dry Stored, at the address where Your Boat is stored when not in use as shown on Your Certificate of Insurance; or
- being taken to or from a marine repairer or mechanic for a scheduled service or to be repaired.

You must take reasonable steps to secure Your Boat during the Lay Up Period.

If You would like to use Your Boat during the Lay Up Period:

- You must contact Us to provide Us with details of Your intended use;
- We must agree to remove this optional benefit from Your Policy for the period of Your intended use; and
- You must pay any additional Premium that applies.

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### Liability cover for waterskiing and Flotation Devices

If You have added this optional benefit to Your Policy, We will extend cover under the 'Cover for liability' section for the amounts You, an Authorised Driver and a passenger are legally liable to pay for:

- loss or damage to another person's property; or
- death or bodily injury to another person,

within Australia for an incident during the Period of Insurance that is caused to, caused by, or arises from any person waterskiing or riding a Flotation Device being towed by Your Boat.

All terms, conditions, limits and exclusions of the 'Cover for liability' section apply to this optional benefit.

We will not cover any liability if at the time of the incident Your Boat did not have a nominated observer on board who met the requirements of the law of the Australian State or Territory where the incident occurred.

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## Racing risk extension

If You have added this optional benefit to Your Policy We will cover Your Boat in accordance with the other sections of this Policy while it is racing in an Event that has a radius of at least 25 nautical miles, but no more than 50 nautical miles, from the official starting point.

A Racing Excess applies to every claim under this optional benefit. The Racing Excess is the higher of:

- the Boat Excess; or
- if Your claim is for loss or damage to Your Boat - 25% of the cost to repair or replace Your Boat.

We will not cover any loss, damage, liability, death or any Accident or Specified Injury caused by or arising from Your Boat being used in a race, trial, test, contest or organised event with more than a 50 nautical mile radius from the official starting point.

**Note:** This optional benefit is only available for certain types of Boats. You may be able to add this optional benefit to Your Policy depending on the type of Your Boat.

If You have not added this optional benefit to Your Policy You are not covered under any section of this Policy while Your Boat or a Substitute Boat is being used in a race, rally, trial, test, contest, training, or any kind of sport, except while Your Boat is racing without any spinnakers in an Event that has a radius of less than 25 nautical miles from the official starting point – see the 'General Exclusions' section.

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## 7 General Exclusions

You are not covered under any section of this Policy:

- for loss, damage, liability, death or any Accident or Specified Injury:
  - caused by or arising from contamination by chemicals or biological agents except as specifically covered under the 'Methamphetamine contamination' additional benefit;
  - that occurs outside of Australia;
  - that occurs more than 200 nautical miles from the Australian mainland or Tasmania;
  - that arises from any agreement or contract You or any person covered by this Policy enter into unless You or they would have been liable without the agreement or contract;
  - that is or is caused by or arises from:
    - rust;
    - any type of corrosion;
    - mould or rot; or
    - vermin, rodents, insects, birds or marine growth, for example, barnacles;
- caused by or arising from pollutants or contaminants that discharge or escape from Your Boat or a Substitute Boat unless this is caused by a sudden and unexpected incident that is covered under the Policy;
- caused by or arising from an intentional act by:
  - You;
  - an Authorised Driver;
  - a passenger of Your Boat or Substitute Boat but this exclusion will not apply to loss or damage to Your Boat or the legal liability of You or an Authorised Driver of Your Boat if the passenger's intentional act was committed without Your express or implied consent; or
  - any person acting with Your express or implied consent;
- caused by or arising from any nuclear, radioactive, biological or chemical material;
- and We will not be liable to pay any claim or provide any benefit, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America;
- caused by or arising from the lawful seizure, impoundment, confiscation, nationalisation, destruction or requisition of Your property;
- caused by or arising from an Act of Terrorism or an action taken to control, prevent or suppress, or attempt to control, prevent or suppress, an Act of Terrorism;
- caused by or arising from biological, chemical or nuclear pollution or contamination which results from an Act of Terrorism;
- caused by or arising from war, war-like activities, invasion, acts of a foreign enemy, hostilities, civil war, insurrection, rebellion, revolution, military or usurped power;
- that is covered by any compulsory government insurance scheme, Medicare or workers compensation or other government scheme or arrangement, private medical insurance or another policy to the extent permitted by law;
- occurring in, or arising from use of Your Boat during, the Lay Up Period unless the specific conditions of cover set out in the 'Lay up cover' optional benefit are met.
- for any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- for wear and tear, gradual deterioration or depreciation.
- for betterment (for example, for repairs to Your Boat that leave it in a better condition than before the incident).
- if any Modifications that We asked You about when You first applied for Your Policy have been fitted to Your Boat during the Period of Insurance that You have not notified Us of and We have not agreed to cover.

- while Your Boat is on consignment or left with a commercial dealer so they can sell it for You.
- while Your Boat or a Substitute Boat is being driven, towed or operated by (or Your Boat or Substitute Boat is in the charge of) a person who:
  - has more than the legal limit of alcohol or a drug in their system and this has caused or contributed to the loss, damage or liability;
  - is under the influence of alcohol or a drug and this has caused or contributed to the loss, damage or liability;
  - refuses a test to determine alcohol or drug levels including a failure to report to a police station within the legal time frame following an incident that requires a drug or alcohol test; or
  - did not remain at the scene of the incident for the time required by law, or until the police arrived, without any reasonable excuse.
- damaged in an incident and You do not take reasonable steps to prevent further loss or damage including if it is stolen and then found, and You have been told where it is;
- not in good order or repair that caused or contributed to the loss, damage, liability, death, Accident or Specified Injury because You knew or should have known it has any unrepaired damage or has rust, mechanical or any other damage that make it unsafe to drive, tow or operate;
- not in a condition that meets the registration requirements in the State or Territory in which it is located; or
- attached to a mooring that is not:
  - well maintained;
  - serviced by a professional mooring contractor at least annually; or
  - designed for or suited to the type of Your Boat.
- while Your Boat or a Substitute Boat is being used:

This exclusion will not apply if Your Boat or Substitute Boat was stolen at the time of the relevant incident and the theft was reported to police.

We will not provide cover under this Policy to the driver of, or person towing or operating, Your Boat or Substitute Boat and We may seek to recover from them.

- while Your Boat or a Substitute Boat is being driven, towed or operated by a person who:
  - does not have the licence required by law;
  - is not complying with all of the terms and conditions of their licence; or
  - is disqualified from driving or holds a cancelled or suspended licence.

This exclusion will not apply if Your Boat or Substitute Boat was stolen at the time of the relevant incident and the theft was reported to police or You could not reasonably have known that the person driving, towing or operating Your Boat or Substitute Boat did not hold the licence required by law.

We will not provide cover under this Policy to the driver of, or person towing or operating, Your Boat or Substitute Boat and We may seek to recover from them.

- while Your Boat or a Substitute Boat is being used:
  - for an illegal purpose or in an illegal manner, to the extent that the use of Your Boat or a Substitute Boat caused or contributed to the loss, damage, liability, death, Accident or Specified Injury; or
  - to illegally carry or store explosives, flammable or combustible substances or liquids.

This exclusion will not apply if Your Boat or Substitute Boat was stolen at the time of the relevant incident and the theft was reported to police.

- if Your Boat or a Substitute Boat is:
  - in an unsafe condition that caused or contributed to the loss, damage, liability, death, Accident or Specified Injury and You knew or should have known that it was unsafe to use;

- for any business, trade or profession;
- in a race, rally, trial, test, contest, training, or any kind of sport except:
  - while Your Boat is racing without any spinnakers in an Event that has a radius of less than 25 nautical miles from the official starting point; or
  - as specifically provided in the 'Racing risk extension' optional benefit (if You are entitled to it);
- for hire, rental or peer to peer sharing;
- for ridesharing services;
- for food delivery services;
- outside of Australia;
- more than 200 nautical miles from the Australian mainland or Tasmania;
- to tow any item for financial gain or reward;
- for courier or delivery services or carrying any goods for financial gain or reward;
- for any farming activities;
- for taxi or people transportation services;
- in or for any professional sport;
- for driving instruction; or
- for any trade.
- while Your Boat or a Substitute Boat:
  - is being driven, towed or operated by You or an Authorised Driver in a willful, reckless or unsafe manner;
  - or anything Your Boat or a Substitute Boat is towing or being towed by:
    - is in an unsafe condition;
    - is unregistered if the law requires it to be registered
    - is being towed illegally; or
    - exceeds the number of passengers or load limits recommended by the manufacturer; or
  - is being driven at a speed of more than 60 knots.



This exclusion will only apply to the extent that any of these conditions or events caused or contributed to the loss, damage, liability, death, Accident or Specified Injury.

This exclusion will not apply if Your Boat or Substitute Boat was stolen at the time of the relevant incident and the theft was reported to police.

- while a passenger in Your Boat or Substitute Boat is being willful, reckless or unsafe.

This exclusion will not apply:

- if Your Boat or Substitute Boat was stolen at the time of the relevant incident and the theft was reported to police; or
- to loss or damage to Your Boat or the legal liability of You or an Authorised Driver of Your Boat if the passenger's intentional act was committed without Your express or implied consent.
- for mechanical, structural, electrical, hydraulic or electronic breakdown or failure.
- for loss of electronic data unless caused by an incident which We have agreed to cover under this Policy.
- for consequential loss or any loss that You or anyone else may suffer because You cannot use Your Boat for any reason (unless specifically covered under this Policy) including but not limited to loss of wages or commission.
- for any reduced value or depreciation of Your Boat.
- for loss or damage caused by or arising from You:
  - not taking reasonable care to secure Your Boat; or
  - leaving Your Boat in an unsafe location after it:
    - breaks down;
    - suffers loss or damage; or
    - is stolen and then found.
- for:
  - loss, damage, or an Accident that occurred, or liability that was incurred, outside the Period of Insurance;
  - the cost to fix previous damage; or
  - loss, damage or liability caused by or arising from previous damage.
- for the cost to fix:
  - faulty design;
  - faulty workmanship by You or someone else We did not authorise; or
  - repairs by You or someone else We did not authorise, except as specifically covered under the 'Lifetime repair guarantee' additional benefit.
- for loss or damage to the tyres of Your Trailer caused by road cuts, punctures, bursting or braking (except if there is loss or damage to other parts of Your Trailer).
- for any loss or damage to Your Boat (including damage to Your Boat's engine, fuel system or Motor) caused by the incorrect or incompatible type of fuel being used in Your Boat.
- for loss or damage to Your Mooring.

## 8 Claims

This section provides information about Our claims process and what We pay when You make a claim. It also includes some examples of how We pay claims including liability claims.

### What You must do

When You make a claim, or if something happens that may result in You making a claim, You must:

- stop if anyone is injured or any other boat or property is damaged;
- take safe and reasonable steps to prevent any further loss, damage or liability;
- inform the police as soon as possible if anyone is injured or if Your Boat is lost, stolen, vandalised or maliciously damaged and provide Us with the incident number and details of when and where the report was made;
- obtain:
  - the full name, residential address and contact telephone number of all drivers involved in an incident; and
  - the make, model, registration number and insurance details for all boats and vehicles involved in an incident;
- be truthful and frank in any statement You make in connection with a claim;
- keep all damaged property so We can inspect it within a reasonable period of time, if required;
- co-operate fully with Us, even if We have already paid Your claim, which includes:
  - providing Us with all the information, documents and help We need to deal with Your claim;
  - as soon as reasonably possible, sending Us any communications that You receive about any incident (for example, emails, letters, notices or court documents);
  - being interviewed by Us or Our representatives and providing statements;
  - attending court to give evidence; and
  - all Authorised Drivers and passengers in Your Boat or in the vehicle towing Your Boat providing Us with all information, documents and help We need to deal with a claim;
- not pay, promise to pay or admit responsibility for a claim or an incident;
- not repair or replace any damaged property without Our consent; and
- give Us Your rights to claim from anyone else. If You have a right to claim from anyone else for an incident covered by Us, You give Us Your rights to make that claim, to conduct, defend or settle any legal action and to act in Your name and You must give Us all information and co-operation that We require. You must not do anything that prevents Us from doing this.

When We make a request for information, documentation, cooperation or assistance from You, any Authorised Drivers or passengers, We will only make a request that is relevant to Our assessment and conduct of Your claim and provide an explanation as to why it is needed. For example, a copy of Your Boat registration certificate as proof of ownership.

If You do not meet Your responsibilities, We may refuse or reduce a claim, cancel Your Policy, or do both. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on the impact or effect Your failure to meet Your responsibilities caused or contributed to the claim and Our decision to maintain Your Policy.

You should contact Us to lodge a claim as soon as possible. We can give You immediate assistance with Your claim 24 hours a day, 7 days a week. We:

- can arrange towing for Your Boat after an incident;
- may need to inspect Your Boat and arrange quotations from any repairer or supplier; and
- may ask You to substantiate Your claim by providing Us with proof of ownership of Your Boat and any other items You claim for under this Policy. For example, We may request a copy of Your Boat registration documents as proof of ownership.

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## How We settle Your claim

If a person We cover makes a claim under 'Cover for liability' and We accept that claim, We will:

- act for them or arrange for a lawyer to represent them;
- attempt to resolve the claim; and
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.

If We accept Your claim under 'Cover for loss or damage to Your Boat', We will:

- decide whether to repair Your Boat, pay You the reasonable cost of repairs as determined by Us or pay You the Agreed Value that applies to Your Boat;
- pay for any additional benefits that You are entitled to;
- pay for any optional benefits that You are entitled to; and
- deduct any amounts that apply to Your Policy and claim (for example, Excess, unpaid Premium and unused registration).

We can choose to settle Your claim through any of the following ways:

- We can choose to repair Your Boat. See 'Repairing Your Boat' for what happens when We decide to repair Your Boat.
- We can choose to pay You the reasonable cost to repair Your Boat as determined by Us. We determine the reasonable cost to repair the damage by looking at a range of factors including quotes from Your own repairer, quotes from other repairers, Our nominated repair methods for the type of damage to Your Boat and reports from Our assessors. See 'Repairing Your Boat' for what happens when We decide to pay You the cost to repair Your Boat.

- We can choose to pay Your claim as a Total Loss. We will do this when We determine Your Boat is a Total Loss or when We decide to. If We do this then Your Policy ends and You will not get a refund of Your Premium. See 'Total Loss of Your Boat' for what happens if We decide to pay Your claim as a Total Loss.
- We can choose to pay for additional and/or optional benefits. If We agree to pay You any additional benefits or optional benefits, We will choose the method of settlement and repairer or supplier. If We settle a claim for damaged property by replacing it or paying You the cost of replacing it, the damaged property becomes Ours unless We let You keep it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

The maximum amount We will pay for a claim under 'Cover for loss or damage to Your Boat' is the Agreed Value of Your Boat and any benefits You are entitled to.

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## Repairing Your Boat

If We choose to settle Your claim by repairing Your Boat:

- We decide the best way to repair the damage; and
- We will arrange for a repairer to fix Your Boat.

### Choosing a repairer

If We arrange for a repairer to fix Your Boat, We will:

- help find a repairer most convenient to You;
- choose the most suitable repair method for the type of damage to Your Boat;
- manage the whole repair process on Your behalf;
- arrange for part of the repair to be carried out by a specialist service provider if required; and
- seek Your agreement to any repairs if the repairs to Your Boat leave it in a better condition than before the incident and We need to seek a contribution from You for the additional amount which represents the betterment.

If We decide to authorise and pay for the reasonable cost to repair Your Boat, We will tell You if You need to pay the Excess to Us, the repairer or another supplier.

We are not responsible for making sure the repairer can complete the repairs when it suits You and We will not cover:

- any additional costs that may result if the repairer appointed or engaged by You is delayed or has problems getting parts; or
- any repairs not authorised by Us.

If We authorise and pay for a repairer to fix Your Boat, then We will provide a lifetime guarantee for the workmanship of those repairs as long as You are the owner of Your Boat. See the 'Lifetime repair guarantee' additional benefit.

## Inspections

If We ask, You must allow Us to inspect Your Boat at a reasonable time and place and We will:

- tell You where You need to take Your Boat; or
- arrange for Your Boat to be towed to a repairer or other place We choose.

## Paying the reasonable cost to repair Your Boat

If We decide to pay You the reasonable cost to repair Your Boat as determined by Us, We will deduct the following from the amount We pay You:

- the Excess; and
- any input tax credit You are entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## Parts used to repair Your Boat

Generally We use the following parts to repair Your Boat. If Your Boat is:

- less than 3 years from the date it was first registered, We use new Genuine Parts when reasonably available; and
- 3 years from the date it was first registered or older, We use new Genuine Parts when reasonably available or quality non-mechanical reusable parts.

Regardless of the age of Your Boat, We may use parts that are not Genuine Parts to replace Your windscreen, window glass, radiator or air-conditioning components.

We will only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Boat;
- does not affect the safety or the structural integrity of Your Boat;
- complies with Your Boat manufacturer's specifications and applicable Australia Design Rules;
- does not adversely affect the way Your Boat looks after it has been repaired; and
- does not void or affect the warranty provided by the manufacturer of Your Boat.

## Unrepaired damage

If Your Boat had any unrepaired damage before an incident for which We agree to provide cover, You must contribute to the repair costs if the unrepaired damage results in Us having to repair more areas of Your Boat than were affected by the incident or We needed to replace. For example, a section of Your Boat was only partly damaged in an incident We have agreed to cover and can be repaired. The repairer notices that the section has unrepaired hail damage. If there wasn't any hail damage We would only need to repair the damaged area of the section. However, because of the unrepaired hail damage to the section We must replace the whole section. In this case We would seek Your agreement to any repairs and ask You to contribute to the costs of the repairs.

## Undamaged areas

We don't repair undamaged areas of Your Boat to create a uniform appearance. If You wish to have additional repairs completed to undamaged areas – for example to ensure a uniform appearance, You may pay to do so or We will consider within the context of how best to settle Your claim – for example deducting costs or making an allowance for betterment.

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## Total Loss of Your Boat

If We accept Your claim and determine Your Boat is a Total Loss, We will:

- pay Your claim; or
- replace Your Boat.

If Your Boat is a Total Loss and We decide to pay Your claim, We will pay You the Agreed Value (as shown on Your Certificate of Insurance) after deducting:

- the Excess;
- any unpaid Premium;
- any input tax credit You are entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- the unused portions of registration (if applicable).

If Your Boat is a Total Loss and We agree to replace Your Boat, We will settle Your claim as set out in the 'New boat replacement' additional benefit. You will need to pay:

- the Excess;
- any unpaid Premium; and
- the unused portions of registration (if applicable).

We will tell You who to pay these amounts to.

After We settle Your claim for a Total Loss Your Policy comes to an end and no refund of Your Premium is due. Any salvage of Your Boat will become Our property.

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## Excess

As part of the finalisation of Your claim, You must pay the Excess that applies. An Excess is an amount You contribute towards the cost of a claim. Your Certificate of Insurance shows the amount and types of Excess that apply to Your Policy. You may need to pay more than one Excess.

The type of Excess You need to pay depends on what Your claim relates to and who was driving Your Boat.

The following Excesses may apply to Your Policy:

Boat	applies to most claims under the Policy;
Driver	applies in addition to the Boat Excess when a person specified with a Driver Excess on the Certificate of Insurance is driving Your Boat;
Undisclosed Driver Age	applies in addition to the Boat Excess when a person less than 25 years of age who is not listed as a driver on the Certificate of Insurance is driving Your Boat;
Racing	applies instead of the Boat Excess if You have the 'Racing risk extension' optional benefit and Your claim is made under that optional benefit. The Racing Excess is the higher of: <ul style="list-style-type: none"> <li>– the Boat Excess; or</li> <li>– if Your claim is for loss or damage to Your Boat - 25% of the cost to repair or replace Your Boat; and</li> </ul>
Unsecured Trailer Theft Excess	applies instead of the Boat Excess if: <ul style="list-style-type: none"> <li>– Your claim is for loss or damage to: <ul style="list-style-type: none"> <li>– Your Trailer; and/or</li> <li>– Your Boat while it is attached to Your Trailer;</li> </ul> </li> <li>– the loss or damage was caused by theft; and</li> <li>– Your Trailer and/or Boat were not Secured at the time of the theft.</li> </ul> <p>The Unsecured Trailer Theft Excess is the higher of:</p> <ul style="list-style-type: none"> <li>– the Boat Excess; or</li> <li>– \$1,000.</li> </ul>

We only accept a claim if the total amount You are claiming is more than any Excesses that apply to Your claim.

You must pay any Excess that applies to Us or a repairer or supplier. We may deduct it from what We pay You or We will tell You who to pay the Excess to. If We request You pay the Excess, We will tell You who to pay and may require payment as part of finalising Your claim.

There are circumstances when You do not need to pay one or more Excesses.



For more information about the Excesses that may apply to Your Policy and when these will not apply, see Our Boat Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Boat Insurance Premium, Excess & Discounts Guide visit [nrma.com.au](http://nrma.com.au).

## Other deductions

If We pay Your claim as a Total Loss, We will deduct other amounts to settle Your claim.

### Unpaid Premium

Before We pay Your claim We will deduct:

- any Premium amount for the Policy that is due but has not been paid; and
- if You pay Your Premium by instalments, the instalments that cover the rest of Your Period of Insurance.

### Unused registration

The amount You pay to register Your Boat forms part of Your Boat value. If We pay Your claim We will deduct any unused registration costs.

To get a refund for this amount You will need to contact Your relevant boat registration authority.

### Salvage value

We will normally keep Your Boat if We pay Your claim. However, if We let You keep Your damaged Boat, We will deduct its estimated salvage value before We pay Your claim.

## Credit provider's rights

You must tell Us if You have used all or part of Your Boat as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender. This may also apply if You lease or have a hire purchase agreement on Your Boat.

We list Your credit provider as an interested party on Your Certificate of Insurance.

When You have a credit provider noted on Your Certificate of Insurance We:

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

### Payments to the credit provider

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

- the Agreed Value as shown on Your Certificate of Insurance;
- the cost of repairing Your Boat; or
- the balance owing to the credit provider under the finance arrangement.

However, We will only pay the credit provider if they:

- are listed on Your Certificate of Insurance; and
- give Us any help We ask for.

If We make a payment to a credit provider, then that payment discharges Our obligation to You under Your Policy for the amount paid.

If We decide to settle Your claim as a Total Loss, then before We settle Your claim:

- We will check the Personal Property Securities Register to confirm whether any money is owing on Your Boat; and
- If there is any outstanding amount owing under any finance arrangement, You will be required to provide reasonable assistance to enable Us to resolve those financial arrangements and settle Your claim.

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## GST

If We pay Your claim, We will deduct an amount equal to Your input tax credit entitlement. This applies to any amount We pay, including where We state that an amount will include GST. Any payment We make to settle Your claim will be considered to be made in full even if We have reduced the amount We pay as set out in this section.

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## Recovery actions

You agree that the following provisions under 'Recovery action by Us' and 'Recovery action by You' apply where We cover You under this Policy for some or all of the loss or damage You suffer in connection with an incident.

### Recovery action by Us

You agree We may take steps to recover from someone else We consider responsible for the incident:

- some or all of the loss or damage We cover; and/or
- some or all of the loss or damage We do not cover, whether or not it is covered by another insurer or You do not have cover for it.

You agree that We may take such recovery action:

- without Your specific consent;
- using Your name; and
- whether or not You have been, or have a right to be, fully compensated for all of Your loss or damage by Us or anyone else.

You also agree that:

- We have the right to decide upon the conduct and any settlement of any recovery action We take;
- We may exercise all the rights You have in connection with the loss or damage You have suffered in connection with the incident;
- of any amount recovered in a recovery action We take:
  - We keep the amount We have paid, or must pay, You under the Policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs We have incurred in taking the recovery action; and

- We will then pay You the amount of loss or damage You have suffered in connection with the incident for which You do not have any cover with Us plus any interest recovered on that amount and costs You may have been required by Us to contribute; and
- We will keep any remaining balance;
- You must give Us all the information and co-operation that We require to take the recovery action. When We make a request for information or cooperation from You, We will only make a request that is relevant to Our recovery action and provide an explanation as to why it is needed; and
- You must not do anything which prejudices Us in taking any recovery action including that You must not:
  - assign Your rights to anyone else without Our consent; or
  - opt-out of any representative or group proceedings taken by Us.

### Recovery action by You

You agree that You may only take recovery action with Our prior written consent and on conditions which We in Our discretion impose. We will not unreasonably withhold Our consent.

You also agree:

- You must have proper regard for Our interests in respect of loss or damage that We cover;
- You must seek to recover the loss or damage We cover in addition to any other loss or damage You have suffered in connection with the incident;
- of any amount recovered in a recovery action You take:
  - You keep the amount of loss or damage You have suffered in connection with the incident for which You do not have any cover with Us plus any interest recovered on that amount and any administrative and legal costs You have incurred in taking the recovery action; and
  - You will then pay Us the amount We have paid, or must pay, You under the Policy plus any interest recovered on that amount; and
  - You will keep or pay any remaining balance in accordance with any other obligations You have;
- We may take over the conduct of any legal proceedings started by You or on Your behalf, including where You are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- We may require You to cease recovery action that You have commenced.

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## How We pay claims – some examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

### Claim example 1 – Repairing Your Boat

Your Certificate of Insurance shows:

- Your Boat is insured with an Agreed Value of \$25,000;
- You have not chosen any optional benefits under Your Policy; and
- a Boat Excess of \$750 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You are driving Your Boat and have a crash with another boat where You are at-fault. Your Boat is undrivable and You contact Us and We arrange for Your Boat to be towed from the location of the accident to a repairer.

The towing cost is \$350.

We assess the cost to repair Your Boat to be \$5,250.

We accept Your claim under the Policy and pay \$350 to the towing company and pay the repairer \$4,500 (being the cost of repairs of \$5,250 less the \$750 Boat Excess).

You must pay the repairer the Boat Excess of \$750.

### Claim example 2 – Total Loss

Your Certificate of Insurance shows:

- Your Boat is insured with an Agreed Value of \$14,700;
- You have not chosen any optional benefits under Your Policy; and
- a Boat Excess of \$750, Driver Excess of \$500 applies to Your 22 year old son and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You pay Your Premium by monthly instalments of \$55.

Your 22 year old son is driving Your Boat and has a crash with another boat where he is at-fault. Your Boat is undrivable and You contact Us and We arrange for Your Boat to be towed from the location of the accident to a repairer.

The towing cost is \$300.

We assess Your Boat to be a Total Loss.

Your Policy has 4 months unpaid Premium instalments before the end of the Period of Insurance and Your Boat has \$250 of unused registration.

We accept Your claim under the Policy and We pay the towing company \$300 and pay You \$12,980 calculated as:

Agreed value of	\$14,700
less Boat Excess of	-\$750
less Driver Excess of	-\$500
less unused registration of	-\$250
less remaining unpaid monthly instalments of	-\$220
<b>TOTAL</b>	<b>\$12,980</b>

You arrange a refund of Your unused registration of \$250. Your Policy ends and We keep Your Boat.

### **Claim example 3 – Boat stolen with a new replacement boat**

Your Certificate of Insurance shows:

- Your Boat is insured with an Agreed Value of \$32,000;
- You have not chosen any optional benefits under Your Policy; and
- a Boat Excess of \$800 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

Your Boat is stolen and not recovered when it is only 7 months old.

We accept Your claim under the Policy and We determine Your Boat to be a Total Loss. As Your Boat is less than 24 months from when it was first registered, We decide to replace Your Boat with a new one under the 'New boat replacement' additional benefit.

We arrange: a replacement boat for You; and the new registration for the replacement boat.

You need to pay Us the Boat Excess of \$800 and apply for Your registration refund and give it to Us or the boat dealer that provides the replacement boat.

The Policy for Your Boat ends. If You want Us to cover Your replacement boat, You will need to apply for a new policy.

### **Claim example 4 – Liability claim for damage to someone else's property**

Your Certificate of Insurance shows:

- Your Liability Limit is \$10,000,000; and
- a Boat Excess of \$800 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You lose control of Your Boat and crash into someone's property.

We accept Your claim under the Policy and arrange lawyers to act on Your behalf in relation to the owner's claim against You. A court decides You are liable to pay \$8,000 for the claim made against You by the owner.

We pay the owner \$8,000. We also pay Our lawyers \$1,500 being their fees to act on Your behalf in the court proceedings.

### **Claim example 5 – Crash with at-fault driver**

Your Certificate of Insurance shows:

- You have not chosen any optional benefits under Your Policy; and
- a Boat Excess of \$800 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You are driving Your Boat and have a crash with another boat that is (and the driver is) uninsured. You provide Us with the registration details of the other boat and the driver's name and address. We determine that the driver of the other boat is solely at-fault for the crash and agree to accept Your claim under the Policy.

We assess the cost to repair Your Boat to be \$4,500. The Agreed Value of Your Boat is \$8,500.

We pay the repairer \$4,500. You do not need to pay any Excess.

### **Claim example 6 – Excess greater than claim amount**

Your Certificate of Insurance shows:

- Your Boat is insured with an Agreed Value of \$32,000;
- You have not chosen any optional benefits under Your Policy; and
- a Boat Excess of \$800 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You Accidentally reverse Your Boat into a jetty and damage the rear of Your Boat.

We assess the cost to repair Your Boat to be \$500. As Your Boat Excess is \$800, We stop processing Your claim and do not pay anything under Your Policy as the applicable Excess is more than the repair costs for the damage to Your Boat.

### **Claim example 7 – Racing Excess**

Your Certificate of Insurance shows:

- Your Boat is a yacht and is insured with an Agreed Value of \$25,000;
- You have added the ‘Racing risk extension’ optional benefit to Your Policy; and
- a Boat Excess of \$450 and Undisclosed Driver Age Excess of \$550 apply to Your Policy.

You are racing Your Boat in an Event and have a crash with another yacht where You are at-fault. The race has a radius of 30 nautical miles from the official starting point.

We assess the cost to repair Your Boat to be \$2,000. The Racing Excess is calculated as the higher of the Boat Excess or 25% of the cost of repairs (that is, \$500).

We accept Your claim under the Policy and pay the repairer \$1,500 (being the cost of repairs of \$2,000 less the \$500 Racing Excess).

You must pay the repairer the Racing Excess of \$500.