



Why worry?
Genuine peace of mind.

**Pleasure Craft
Insurance Policy**

Product Disclosure Statement
and Policy Document.



MERCURY
Insurance

About Mercury and Mercury Insurance

Marine Power International Pty Ltd (ABN 25 003 100 007) of 41-71 Bessemer Drive, Dandenong South Victoria 3175 trading as Mercury Insurance and Mercury Marine is an organisation that distributes marine engines, parts, and accessories.

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

Mercury Insurance and certain of its dealers have been appointed as authorised representatives of Club Marine Limited (ABN 12 007 588 347) who is the underwriting agent of the insurer Allianz Australia Insurance Limited and are authorised to provide general advice on and arrange this insurance.

Please note that the definition of “**We**”, “**Us**” and “**Our**” in the **Policy** Section entitled “Words With Special Meanings” is extended to include Mercury Insurance for the purposes of interpretation.

Important Information about Mercury Insurance

Any advice **Your** Mercury Insurance Dealer/Agent gives about this **Policy** does not take into account any of **Your** particular objectives, financial situation or needs. For this reason, before **You** act on **Your** Mercury Dealer/Agent’s advice, **You** should consider the appropriateness of the advice taking into account **Your** own objectives, financial situation and needs. Before **You** make any decision about whether to acquire this **Policy** **We** recommend **You** read this Product Disclosure Statement.

Phoning for assistance and confirmation of cover

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

General enquiries including Privacy Policy enquiries

Mercury Insurance - 1300 175 200

Club Marine - 1300 00 CLUB (2582)

After hours emergency claims service phone number

Mercury Insurance - 1300 175 200

Club Marine - 1300 00 CLUB (2582)

Mercury Insurance – website

www.mercuryinsurance.com.au

Additional benefits of the Mercury Insurance Pleasure Craft Insurance Policy

Please note that the following additional benefits are subject to the sections of this **Policy** called ‘The Policy’, ‘General Exclusions’ and ‘Claims’, the ‘What We Do Not Cover’ details of each of the **Policy** Sections, as well as the other terms of **Your Policy**.

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

Personal Effects

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

For **Boats** fitted with Mercury or Mercruiser engines:

Genuine Parts

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

Mercury Replacement Cover for New Boats

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

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

WELCOME AND IMPORTANT NOTICES

About Club Marine & Allianz Australia

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

Club Marine Limited AFS Licence No. 236916 (ABN 12 007 588 347) of 40 Esplanade Brighton, Victoria 3186 and its authorised representatives have been given a 'binding' authority by Allianz to issue, vary and dispose of this insurance and settle claims as agents of Allianz as if they were the insurer. Please refer to the Financial Services Guide of Club Marine and its authorised representatives for full details of their authority.

Club Marine is an Australian organisation that specialises in providing insurance products for private and commercial leisure boats. With over 50 years as a specialist in pleasure craft insurance, Club Marine provides pleasure craft owners and their families with an integrated range of services designed to maximise their enjoyment on the water.

Read this document carefully

This document is important. **You** should read it carefully before making a decision to purchase this insurance. It will help **You** to:

- decide whether this insurance meets **Your** needs;
- compare this insurance with others **You** may be considering; and
- understand the coverage available and the Terms, Conditions, Limits and Exclusions which apply.

General Advice Warning



It is up to **You** to choose the cover **You** need. Any advice contained in this document is general advice only and does not take into account **Your** objectives, financial situation or needs.

Contacting Us

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

Preparation date: 1st February 2021

COVER SUMMARY

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

Cover for Your Boat

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



Specific sub-limits apply to certain property such as **Fishing Gear, Water Ski Equipment, Diving Equipment, Tools** and **Personal Effects** – these are not claimable in addition to the limit specified in the **Schedule**. Go to page 31.

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



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

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

Cover for Third Party Claims

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

Cover for Injury to an Insured Person

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



If more than one **Insured Person** is named as **You** in the **Schedule** the amount paid to each **Insured Person** will be the limit payable under this section divided by the number of **Insured Persons**. Go to page 22-23.

Make sure You understand what is and isn't covered



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



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



The amount **You** can recover in the event of a claim is up to the limit shown on the **Schedule** being either the **Agreed Value** or **Market Value** of **Your Boat** (for Section 1) and the limit of liability for Section 2. Additionally specific **Policy** sub-limits apply to certain types of claim as specified in this document. **You** need to decide if the limits, type and level of cover(s) are appropriate for **You** and will cover **Your** potential loss. If they are not, **You** may be underinsured and have to bear part of any loss **You** are not covered for **Yourself**. Go to pages 12-23 and 30-34.



In the event of a claim **You** will, where applicable, have to pay an **Excess** as shown on the **Schedule**. **We** only cover **You** for the amount by which the total claim exceeds the **Excess**. Go to page 12 and 17.



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



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



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

Go to pages 6-13 and 28-34.

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THE POLICY

What documents make up the Policy?

The **Policy** is made up of these documents:

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

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

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

Updates to the PDS

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



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

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

Basis on which We provide cover

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

- the exclusions, terms, conditions, limitations and extent of cover outlined in the **Policy**;
- the **Period of Insurance**, limit or limits of liability, **Excess**,

Geographic Limits and other specifics to **Your** cover listed on the **Schedule**;

- **Your** payment of, or agreement to pay, the **Premium** or **Premium** instalments by the due date; and
- **Your** compliance with **Your** 'Duty of Disclosure' obligations – as detailed on page 9.

Failure to comply with Policy conditions



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

Who the Policy covers

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

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

When the Policy starts and ends

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

72-hour exclusion period

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



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

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



The 72-hour exclusion period won't apply:

- to renewals,
- when (on the same day the **Policy** starts) **You** have purchased the **Boat**,
- if the **Policy** replaces a similar policy that covered the same **Boat**, without a break in cover. However, if there is an increase in the limit provided for the **Boat** under Section 1, **We** won't cover the increased amount for the first 72 hours of the **Policy**.

14-day cooling off period

You can call **Us** to cancel **Your Policy** within 14 days from either:

- the date **We** issued **You** a new **Policy**, or
- the start date of a **Policy** that **You** have renewed,

and in either of these situations, provided **You** have not made a claim or an event has not occurred that could give rise to a claim on **Your Policy**, **We** will refund **Your Premium**.

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

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

Temporary extension to the Period of Insurance

If **You** have been at sea in **Your Boat** for more than 24 hours and the **Policy** would otherwise expire (other than by cancellation), **We** will provide a temporary extension to the **Period of Insurance** until 24 hours after **Your Boat** arrives at its next port.



The temporary extension to the **Period of Insurance** will apply automatically provided that when **Your Boat** arrives at its next port, **You** contact **Us** within 24 hours of its arrival to make arrangements to renew the **Policy**. However, there will be no cover during the temporary extension to the **Period of Insurance** under Section 3 – **Injury** to an **Insured Person** in the event of an **Insured Person's Accidental** death.

Transfer of interest

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

How much You're covered for

It's up to **You** to decide the limit and level of cover that **You** want to take out. If **You** don't have enough cover, **You** could end up having to cover some of the costs **Yourself**.



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

Applying for cover

You may apply for cover online or by completing **Our** printed application form and sending it to **Us** or by calling **Us**. Depending on the information **You** provide in either case **We** may ask **You** for further information. When applying for cover or providing **Us** with additional information in relation to **Your** application, **You** must comply with **Your** Duty of Disclosure. For details of this duty refer to 'Your Duty of Disclosure' below.

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

Your Duty of Disclosure

Before **You** enter into a contract of insurance with **Us**, **You** have a duty, under the *Insurance Contracts Act 1984*, to disclose to **Us** every matter that **You** know, or could reasonably be expected to know, is relevant to **Our** decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

Your duty however does not require disclosure of matters:

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

Non-disclosure



If **You** fail to comply with **Your** duty of disclosure, **We** may be entitled to reduce **Our** liability under the contract in respect of a claim, cancel the contract, or both.

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

Renewal procedure

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

- If **You** pay **Your Premium** annually, the **Policy** will not be automatically renewed unless:
 - **You** pay by direct debit; and
 - have previously instructed **Us** in writing to do so.
- If **You** pay **Your Premium** in instalments by direct debit, **We** will automatically renew the **Policy** and continue to debit **Your** nominated bank account or credit card unless **You** tell **Us** to stop.

Modifying Your Boat

You must notify **Us** as soon as possible if **You** modify or intend to modify **Your Boat** from the manufacturer's original specifications.



When **We** receive this information, **We** may:

- propose changes to the terms and conditions of the **Policy**;
- propose to charge **You** an additional **Premium**;
- cancel the **Policy** if there is a change and **We** can't reach an agreement with **You** on altered terms and conditions or premium, or **We** are no longer prepared to insure **You** because there has been a material change to the risk; or
- decide not to offer to renew the **Policy**.

If **You** do not provide the information as soon as possible, **We** may refuse or reduce a claim under the **Policy** to the extent **We** are prejudiced by the delay or failure to provide this information.

Receiving the Policy documents

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

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



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

Premium

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

Premium Payment Options

You can pay **Your Premium**:

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

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



Please also see Instalment Premiums – Special Conditions on page 12.

How do We calculate Your Premium?

The **Premium We** charge **You**:

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

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

Please also note:

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

No Claim Bonus

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

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

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

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

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

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

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

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

Instalment Premiums – Special Conditions

Additional charges and special conditions may apply if You decide to pay Your Premium by instalments. You must ensure You pay each instalment on time.



If an ongoing monthly instalment is unpaid We will notify You and We will try to deduct the overdue amount again 14 days after it was first due. If this second attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice.

Excesses

Unless We state otherwise in the PDS, You will need to pay an Excess – which is a type of co-payment toward Your claim. The agreed Excess You need to pay for each cover type is shown on the Schedule, or referred to in this PDS. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

So for example, if You have an Excess of \$1,000 and make a claim for \$3,000, We will pay the balance of \$2,000. We will only pay the claim if the claim amount is more than the Excess.

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



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

Be prepared for a claim

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

Temporary cover for Your Replacement Boat

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

If cover is to continue on the Replacement Boat:

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

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

Sublimits





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

SECTION 1 – BOAT COVER

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

What We Cover	What We Do Not Cover see also General Exclusions	What We Do Not Cover (Continued) see also General Exclusions
<p>Accidental Loss or Damage of or to:</p> <ul style="list-style-type: none">the Boat including during Social Yacht Racing and whilst in transit on or in Your own vehicle or on its own Trailer (where applicable).Insured Components where removed for the purposes of repair, overhaul, servicing or security and whilst they are ashore and during transit from and to the Boat for that purpose.	<ul style="list-style-type: none">Items other than the Insured Components.Cameras, portable radios, mobile phones, provisions and fuel, unless You have requested cover for them and We have agreed to extend cover in writing.Your, or Your family's Personal Effects, Tools, Fishing Gear, Water Ski Equipment or other sports/leisure equipment not normally sold with the Boat except while on Your Boat and for trailerable Boats, Personal Watercraft or Boat Tenders, only while the Boat or Boat Tender is in use.Moorings.Loss or damage caused or contributed to by a Motor being secured to the Boat or Boat Tender in a manner other than that recommended/specified by the manufacturer of the Boat, Boat Tender or Motor.Damage to the tyres of Your Trailer by applying the brakes, or by punctures, cuts or bursting of tyres.The cost of improving or altering Your Boat.Loss or damage to sails caused by crew error, the wind or water, unless Your Boat is stranded, sunk or in a collision or suffers mast or rigging failure.	<ul style="list-style-type: none">Osmosis, blistering, fibreglass or surface coat blistering or delamination where there is no evidence of Accidental physical impact by an object or materials other than water which has caused a deformation in part of the Hull from which the condition has propagated.Seizure or overheating of Motors unless caused by an external blockage.Damage caused by water in the fuel unless there is evidence that this resulted from Malicious Damage or petrol station contamination.Replacement of mechanical or electrical parts with items that are not in accordance with the manufacturer's original specifications.Repairing or replacing any part of Your Boat or Insured Components due to mechanical and/or electrical breakdown or failure, unless We have agreed to extend cover in writing.Electrical, electronic or mechanical failure or malfunction of Electronics, Navigation and Guidance Systems or mobile/handheld electronics where there is no visible external evidence of physical damage.Negligent repairs or work performed on Your Boat where performed by You or performed by a repairer (other than work associated with a claim payable under the Policy and authorised by Us).Secondary financial loss or emotional, psychological or sentimental loss resulting from loss or damage to Your Boat or Insured Components.Transport by professional road haulier unless You have advised Us and We have agreed to extend cover in writing (We may require a variation to the standard Excess and/or an additional Premium).While being transported where statutes and laws regarding the transport of Your Boat have not been complied with.Yacht racing other than Social Yacht Racing, unless You have declared such activity to Us, and We have confirmed an extension to the standard cover in writing. Changes to the Premium, Excess and conditions may apply, and where applicable the extension to standard cover will be shown on the Schedule.
Damage resulting from a Latent Defect	<ul style="list-style-type: none">The latently defective part or item that is the cause of the damage.	
Deliberate Damage by Authorities	<ul style="list-style-type: none">Lack of reasonable care in the safeguard, protection and/or security of Your Boat or illegal activities.	

What We Cover	What We Do Not Cover see also General Exclusions	What We Do Not Cover (Continued) see also General Exclusions
Theft	<p>Theft of Your Boat, Personal Watercraft or Insured Components where You have failed to take Reasonable Precautions Against Theft to safeguard and secure it/them when unattended.</p> <p>In some cases we will require You to provide evidence that You had taken such precautions, for example evidence that locks or locked doors have been forced, chains cut etc.</p> <p>Theft by persons to whom You have entrusted Your Boat.</p>	<p> Note: If Your Boat is a Personal Watercraft, unless otherwise specified in the Schedule, the Excess for Theft is increased as follows:</p> <ul style="list-style-type: none"> • Standard Theft Excess - \$1,000; or • where You store Your Personal Watercraft within a complex which has shared parking - \$2,000. <p>If Your Personal Watercraft is fitted with an electronic anti-theft identification system or a digitally encoded security system and is recovered undamaged following Theft, the Theft Excess will be refunded to You.</p>
Malicious Damage	Malicious Damage committed by You or with Your knowledge or collusion with a third party, or by persons to whom You have entrusted Your Boat .	
Water Ingress If Your Boat is a Personal Watercraft , Accidental Loss or Damage of or to the Motor or electrical components of the Personal Watercraft resulting from a break in the Hull which has allowed water ingress.	Water ingress resulting from the Personal Watercraft 's seat or hatches detaching from the Hull .	<p>Note:</p> <p> The basic Excess on the Schedule will apply where there is evidence of physical impact with a solid object.</p> <ul style="list-style-type: none"> • An Excess of \$5,000 will be applied if there is no evidence of physical impact with a solid object.

Lay Up

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

Where **Lay Up** cover is selected and noted on the **Schedule**, **We** will only cover **You** for **Accidental Loss or Damage**, **Malicious Damage** or **Theft** of **Your Boat** during the **Lay Up** months specified on the **Schedule** (and only during the **Period of Insurance**) when the **Boat** is:

- within the gates, walls or fences of **Your** home address specified on the **Schedule** or at another location if **You** advise **Us** and **We** agree to extend cover in writing; or
- whilst being delivered to, at, and whilst returning from a boat dealer for normal servicing and maintenance or for repairs following a claim.

Lay Up (Continued)

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

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

Additional Costs

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

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

SECTION 2 – LEGAL LIABILITY COVER

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

We will also pay for all legal costs and expenses incurred with Our agreement in defending any court proceedings which may arise in respect of any liability covered by this section.


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

Who/ What We Cover	Who/What We Do Not Cover see also General Exclusions	Who/What We Do Not Cover (Continued) see also General Exclusions
Your Boat Liability arising from the use of Your Boat by You or a person in charge or control of Your Boat with Your permission.	<ul style="list-style-type: none">Liability which does not arise from the use of a Boat or Insured Components whilst being used on the Boat.Professional boat builders or repairers, professional (paid) skippers and crew, yacht clubs or marina operators in respect of liability for third party personal injury or property damage:<ul style="list-style-type: none">resulting from a negligent repair performed by such parties on Your Boat; orwhen they are in charge of or in control of Your Boat, other than during an emergency for the purpose of minimising any loss or damage covered by Section 1 of the Policy.	<ul style="list-style-type: none">Liability for Accidents while Your Boat Trailer is attached to, or when it becomes Accidentally detached from, a motor vehicle in motion.Loss or damage to property owned by You or any person using Your Boat or in Your (or their) physical or legal control.Death or Injury of a person who is employed or contracted in the operation of Your Boat and/or liability that is in any part covered or should be covered in any way by:<ul style="list-style-type: none">statutory or compulsory insurance; orcompensation scheme or fund including Workers Compensation insurance; even if the amount recoverable is nil.Other than as specified under the Water Skiing cover (where this optional cover is taken or has been automatically provided), liability arising from the use of sporting/Diving Equipment or from any sporting or recreational activity other than the use of the Boat.
Other Boats Liability arising out of the use by You of another boat.	<ul style="list-style-type: none">Where You do not have permission from the boat owner.Where Your Boat is also being used at the same time.	<ul style="list-style-type: none">Where You, a member of Your Family, or anyone who lives with You owns or has an interest in the other boat or other property damaged by the boat.
Berth/Marina Liability Liability imposed upon You by the terms and conditions of a berthing, mooring or storage facility lease or agreement for Your Boat.	<ul style="list-style-type: none">Liability arising from any other contract that imposes on You a liability which You or a covered person would not otherwise have at common law.	
Removal of Wreck Costs		

Who/What We Cover	Who/What We Do Not Cover see also General Exclusions
<p>Accidental Pollution</p> <p>Sudden and Accidental discharge, release or escape of fuel, lubricants or sewage from the holding tanks of Your Boat up to \$500,000 (incl GST) for any one event (including legal expenses).</p>	<ul style="list-style-type: none"> • Your recklessness, deliberate actions or misconduct or that of any person in possession of Your Boat with Your permission. • Fuel or lubricants not being used in connection with the operation of Your Boat at the time of loss.
<p>Water-Skiing</p> <p>(This cover is optional for Boats other than for Personal Watercraft where this cover is provided automatically)</p> <ul style="list-style-type: none"> • You • any person using Your Boat with Your permission • any person engaged in Water-Skiing while being towed, or wake surfing on the wake produced, by Your Boat <p>for liability for:</p> <ul style="list-style-type: none"> • death of or Injury to the Water Skier or to any person caused by the Water Skier • property damage caused by the Water Skier 	<ul style="list-style-type: none"> • Where You have not selected this optional cover for Your Boat (other than Personal Watercraft) and it is not shown on the Schedule. • Where You are using Water Ski Equipment which is not: <ul style="list-style-type: none"> • commercially manufactured; and • designed specifically for the purposes of Water Skiing. • Where Your Personal Watercraft is not capable of towing a Water Skier in compliance with all statutory requirements and this causes or contributes to the loss or damage. • Where there is no competent observer on Your Boat at the time of the incident giving rise to the claim in accordance with the relevant legal requirements and this causes or contributes to the loss or damage. • Arising out of the towing of any persons or objects in the air including but not limited to hydrofoiling, parasailing, paragliding and the use of aerial devices (including air chairs). However, this exclusion will not apply to instances Water Skiers become temporarily airborne during normal Water Skiing activity.

What if?

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



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

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

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

Reserving **Our** rights to claim against professional operators helps to keep the cost of **Your** insurance down.

SECTION 3 – INJURY TO AN INSURED PERSON

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

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

Who/What We Cover	Who/What We Do Not Cover see also General Exclusions
<p>Up to the Section 3 Cover limit noted in the <i>Schedule</i> for an <i>Insured Person</i>’s:</p> <ul style="list-style-type: none">• <i>Accidental</i> Death• Permanent or total loss of the sight of an eye• Permanent and total loss of the use of a limb <p>Up to 20% of the Section 3 Cover limit noted in the <i>Schedule</i> for permanent and total loss of the use of a thumb or index finger.</p> <p>Funeral expenses up to \$5,000 (incl GST) in addition to the Section 3 Cover limit.</p>	<ul style="list-style-type: none">• Any entity, company or other organisation that falls within the definition of <i>You</i> that is not an individual person or an <i>Insured Person</i> (as defined).• An <i>Insured Person</i> that does not obtain professional attention from a medical practitioner.• Circumstances where an <i>Insured Person</i> refuses to undergo a medical examination reasonably requested by <i>Us</i>.• Death, permanent <i>Injury</i> or total loss of the use of a limb, eye, thumb or index finger occurring after 12 months from the date of the <i>Accident</i>.• Self-inflicted death or <i>Injury</i>, including suicide or attempted suicide whilst sane or insane.

GENERAL EXCLUSIONS

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

Who/What We Do Not Cover

Asbestos

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

Commercial Use

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

Computer software

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

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

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

Condition

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

Delamination, deterioration, corrosion and electrolysis

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

Disease

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

Inherent Vice

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

Fines and Penalties

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

Fraud

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

Geographic Limits

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

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

However, should **Your Boat** go beyond the **Geographic Limits**:

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

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

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

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

Lay Up

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

Malicious or criminal act

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

Non-financial loss

Any relief or recovery other than monetary amounts.

Nuclear

Any claim caused by or arising as a result of ionising radiation or contamination by radioactivity from any nuclear fuel, or nuclear waste, the combustion of nuclear fuel (including any self-sustained process of nuclear fission) or nuclear weapons material.

Overpowered **Boat**

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

Persons In Control

Any claim arising from an **Accident** involving **Your Boat** or any **Boat** covered by this **Policy** when under the control of:

- an unlicensed person when a licence is necessary, or a licensed person not observing or complying with all relevant licensing regulations for the operation of the **Boat**;
- a person without adequate experience to reasonably control that **Boat**;
- a person under the influence of alcohol or drugs; or
- a person who has been refused **Boat** or motor vehicle insurance within the last five years unless **We** have been notified and **We** have agreed to cover them under this **Policy**.

This exclusion does not apply if **You** can prove that **You** did not know or had no reason to suspect that the person with control of that **Boat** was such a person; or as a result of an unforeseen emergency, it was reasonable for such a person to assume control of that **Boat**.

Pollution

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

Prohibited cover or payments

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

Racing

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

Reasonable Care

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

Speed

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

Terrorism

Loss, damage, liability, **Injury**, illness, death, cost or expense arising directly or indirectly out of or in any way connected with:

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

Unlawful purposes

Any claim arising from an incident involving or contributed by **Your Boat** or any boat covered by the **Policy** or other insured property being used for an unlawful or illegal purpose.

Unsuitable Moorings

Any claim for loss or damage caused by or arising as a result of the **Moorings** used by **Your Boat** or any **Boat** covered by the **Policy** not being:

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

Vermín

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

Water Skiing

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

War

Loss, damage, liability or expense caused by or arising from war (whether war is declared or not), acts of war, civil war, revolution, rebellion, insurrection, civil strife or hostile acts by or against a belligerent power:

- when **Your Boat** is ashore; or
- when **Your Boat** is afloat, where resulting from requisition or the outbreak of war between any of the following countries: United Kingdom, United States of America, France, the People's Republic of China or Russia.








Wear and Tear

Loss or damage caused by wear and tear.

CLAIMS

If things go wrong and **You** need to make a claim, **We** will do **Our** best to make the experience a positive one. Here's some important information about the claims process.

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

	What You Need To Do	Why You Need To Do It
	<ul style="list-style-type: none">✓ Make sure that everyone is safe.✓ Do what You reasonably can to prevent any further damage, loss or liability.	<p>By acting quickly to ensure everyone is safe and, if necessary, seeking medical assistance, You may help to minimise the impact of any Injury which has occurred.</p> <p>By preventing further damage, You may be able to get back on the water faster and keep the costs of repairs down.</p>
	<ul style="list-style-type: none">✓ If Your Motor has been submerged:<ul style="list-style-type: none">• dry the engine;• drain oil and fuel;• flush out the engine with hose- or dewatering- fluid;• drain again;• fill with oil or dewatering fluid; and• take to a repairer or mechanic as soon as possible.	<p>This will help prevent further damage to Your Motor and keep the costs of repairs down.</p>
	<ul style="list-style-type: none">✓ Tell the police as soon as reasonably possible about any Malicious Damage, Theft, attempted Theft, or loss of insured property.	<p>Police report numbers may be a valuable part of Your claim – so make sure You ask for them.</p>
	<ul style="list-style-type: none">✓ Obtain a written, itemised quotation for repairs.✗ Don't authorise repairs or replacement unless You are preventing further loss, damage or liability. In order to be sure that You are covered under this policy, please contact Us to confirm approval before You authorise any repairs or replacement on Your Boat.	<p>If You authorise repairs, We may not be able to cover them in Your claim.</p>
	<ul style="list-style-type: none">✓ Get in touch with Us as soon as possible by lodging Your claim online or calling Us, telling Us the full details of any loss, damage, liability or Injury that You might claim for. <p>Our after hours emergency claims service phone number is 1300 00 CLUB (2582).</p>	<p>As soon as We hear from You, We can start the claims process. We can also help You through the process, to make it easier.</p> <p>In the event of a claim We will pay the damages incurred and accepted on the date of loss, but We will not be responsible for any additional deterioration that may occur due to a delayed claim submission.</p>
	<ul style="list-style-type: none">✓ You must be able to prove that You have a valid claim under the Policy and provide Us with evidence that proves Your loss. Examples of proof include:<ul style="list-style-type: none">• Documentation relevant to ownership/purchase including receipts and valuations• Service records• Photographs• Evidence supporting the amount of damage	<p>We will need proof that the loss is covered by the Policy, that You own the items that You are claiming on and in some cases, their pre-loss condition. We may reasonably request statements or photographs or other documentation. The more information We have, the more likely We are to be able to process Your claim successfully.</p>
	<ul style="list-style-type: none">✗ For third party claims do not:<ul style="list-style-type: none">• Admit fault, guilt or liability• Negotiate or make any offer of settlement or payment• Enter into correspondence with a third party claimant	<p>If You agree with the third party that You are liable, then We may be unable to defend the claim and protect You. We may reduce or refuse Your claim to the extent We are prejudiced by Your admission.</p> <p>To ensure You are covered, please contact Us before making any admission, negotiating or making any offer or payment, or before entering into correspondence with a third party claimant.</p>

Choice of repairer

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

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

How We settle Your claims

Total Loss or Constructive Total Loss

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

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



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

If **We** make a **Total Loss** payment, whether it is for the entire **Boat** or one or more of its **Insured Components**, **We** are entitled but not obliged to take ownership of the **Boat** or **Insured Component** to which the **Total Loss** payment relates. Regardless of **Our** decision whether or not to exercise this right, **We** will be entitled to keep the proceeds of any salvage sale up to the net amount **We** have paid out in respect of **Your** claim. At **Our** discretion (and if safe to do so), **You** may reclaim the **Boat** or **Insured Component** if **You** agree to pay the salvage price.

If **Your** entire **Boat** is a **Total Loss**:

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

If Your Boat is a Personal Watercraft

If **Your Personal Watercraft** is new on the date when **You** first enter into a **Policy** with **Us** covering **Your Personal Watercraft** for the full recommended retail price and it becomes a **Total Loss** or **Constructive Total Loss** within the first 2 years and while a **Policy** is in force, **We** will replace it with a new **Personal Watercraft** of

the same make and similar model and specifications provided this does not exceed the limit specified in the **Schedule**.

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

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

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

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

Limitations on certain items

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

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

Damage or Partial Loss

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



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

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



For example, **We** won't pay extra to respray and finish the whole **Boat** to perfectly match the repaired **Hull** section.

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



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

Repair Guarantee

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

Genuine Parts

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

Dismantling, diagnosis and reassembly costs

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

- dismantle **Your Boat**, or
- authorise **Us** to dismantle **Your Boat**,
so **We** can assess **Your** claim for the relevant loss or damage and/or decide if it is valid.

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

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

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

No fault excess waiver

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

- **Your Boat** or an **Insured Component** of **Your Boat** suffers **Accidental Loss or Damage** as a result of a collision and:
 - **You**, or the person in control of **Your Boat** at the time of the **Accident**, were not at fault; and
 - **You** can identify and provide the name and contact details for the person/party who was at fault or any other information that would reasonably allow **Us** to identify the person so that **We** can exercise **Our** rights of recovery. 'At fault' in this case means fully or primarily

responsible for the loss or damage. Sometimes more than one person can be at fault but **We** will determine who was 'at fault' based on available evidence and witness statements and taking into account established principles and practice; or

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

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

Precautionary/Emergency Measures and Salvage Costs

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

What if?

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

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

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

Land Towing

We will also pay up to \$1,000 in addition to the Section 1 limit for land transit towing costs in towing **Your Boat** by trailer to the nearest place where repairs can be made (provided **Your Boat** is designed to be towed by a trailer).

Club Care Benefits

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

Race/Tournament Entry Fees

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

Other insurance

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

Our rights of recovery and Your help

We:

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

You:

- agree to waive in **Our** favour **Your** right to legal professional privilege;
- must take reasonable steps to help **Us** even after **We** have paid **Your** claim including making further written statements and providing documents **We** consider relevant;
- must attend Court to give evidence if required by **Us**; and
- must notify **Us** as soon as reasonably possible of any incidents, demands, notices or Court documents **You** receive relating to an **Accident** that resulted in or could result in a claim. If **You** do not, **We** may reduce or deny **Your** claim to the extent **We** are prejudiced by **Your** delay.

If **We** recover more than the amount **We** have paid to **You** or on **Your** behalf, **We** will pay **You** the balance (less any legal or other fees **We** have incurred in relation to the recovery action). This means **You** may also be entitled to a refund of all or part of the **Excess** applied.

OTHER IMPORTANT INFORMATION

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

Cancellation rights under the Policy

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

These include:

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

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

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

If **You** or **We** cancel the **Policy** **We** may deduct a pro rata proportion of the **Premium** for time on risk, and any government taxes or duties that **We** cannot recover.

In the event that **You** have made a claim under the **Policy** and **We** have agreed to pay a **Total Loss** for **Your** entire **Boat**, no return of **Premium** will be made.

Complaints and disputes

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

1. Stage 1

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



2. Stage 2

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



3. Stage 3

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

If **You** are dissatisfied with **Our** service in any way, please contact **Us** and **We** will attempt to resolve the matter in accordance with **Our** internal dispute resolution procedures. If **We** do not make a decision within the period that **We** tell **You** **We** will respond, **We** will tell **You** about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, using our contact details on the back cover.

Financial Claims Scheme

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

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

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

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

Governing law

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

GST notice

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

Sums insured

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

Claim settlements – where **We** agree to pay

When **We** calculate the amount **We** will pay **You**, **We** will consider the following:

- Where **You** are liable to pay an amount for GST in respect of an acquisition relevant to **Your** claim (such as services to repair a damaged item insured under the **Policy**) **We** will pay for the GST amount. **We** will pay the GST amount in addition to the limit of liability or other limits shown in the **Policy** or in the current **Schedule** unless otherwise stated.

If the limit/ limit of liability is not sufficient to cover **Your** loss, **We** will only pay the GST amount that relates to **Our** settlement of **Your** claim.

We will reduce the GST amount **We** pay for by the amount of any input tax credits to which **You** are or would be entitled.

- Where **We** make a payment under the **Policy** as compensation instead of payment for a relevant acquisition, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – input tax credit entitlement

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

Insurance intermediaries

- If the **Policy** has been issued through **Our** agent, or an insurance intermediary who is acting under a binder arrangement with **Us**, then they are acting as **Our** agent and not as **Your** agent.
- If the **Policy** has been issued by an insurance broker, other than an insurance intermediary acting under a binder arrangement with **Us**, then the insurance broker is acting as **Your** agent.
- Where the **Policy** has been arranged through an intermediary a commission is payable by **Us** to them for arranging the insurance. Go to Remuneration, page 39.

Privacy notice

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

How We Collect Your Personal Information

We usually collect **Your** personal information from **You** or **Your** agents. **We** may also collect it from:

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

Why We Collect Your Personal Information

We collect **Your** personal information to enable **Us** to provide **Our** products and services, including:

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

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

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

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

Who We Disclose Your Personal Information To

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

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas.

The countries this information may be disclosed to will vary from time to time, but may include:

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

We regularly review the security of **Our** systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information **We** hold about **You** and seek correction by calling Club Marine on 1300 00 CLUB (2582). Refer to **Our** website for business hours.

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

Telephone Call Recording

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

Your consent

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

Remuneration

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

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

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

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

WORDS WITH SPECIAL MEANING

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

Accidental Loss or Damage

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

Accident(al)/ Accidentally

A happening that is unforeseen and unintended by **You**.

Act of Terrorism

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

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

Agreed Value

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

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

Boat

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

Boat Tender

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

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

Club Care Benefits

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

- emergency delivery of fuel;
- returning **Your Boat** to **Your** home or location of **Your Boat's** usual berth, **Moorings** or storage facility as shown in the **Schedule** following repairs; or

- reasonable costs of:
 - medical evacuation and patient transport;
 - temporary accommodation (up to five nights); and
 - transport home (economy class or equivalent).

Computer Technology

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

Deliberate Damage by Authorities

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

Depreciation

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

Diving Equipment

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

Electronics, Navigation and Guidance Systems

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

Equipment and Accessories

Equipment and accessories that meet statutory or other legal requirements or which are normally sold with or associated with the safe use of **Your Boat**. This includes boat canopies, **Fishing Gear** (but not fishing tackle), **Water Ski Equipment**, **Diving Equipment**, mobile electronics, and **Tools**. Air docks/berths are not included, unless **You** have applied to cover these items and **We** have agreed a nominated value with **You** in writing, which is included in the calculation of the **Section 1** limit.

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

Excess

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

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

Family

- **Your** spouse, **Your** partner or **Your** de facto who lives with **You**;
- **Your** parents or parents-in-law who live with **You**;
- **Your** children and children of **Your** spouse, partner or de facto (not being **Your** children) who live with **You**;
- **You** brothers or sisters who live with **You**.

Fishing Gear

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

Flood

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

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

Geographic Limits

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

Hull

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

Injury

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

Insured Components

The:

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

Insured Person

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

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

Latent Defect

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

Lay Up

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

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

Malicious Damage

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

Market Value

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

Masts, Spars, Rigging and Sails

The masts, booms, fittings, spinnaker poles, standing and running rigging and sails of **Your Boat**.

Moorings

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

Motor(s)

Stern drive units, inboard and outboard engines described in the **Schedule** and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, battery and control cables and generator.

Period of Insurance

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

Personal Effects

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

Personal Watercraft

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

Policy

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

Premium

The cost of **Your** insurance.

Precautionary/ Emergency Measures

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

Reasonable Precautions Against Theft

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

- for trailerable **Boats** or **Personal Watercraft** when not in use
- storing it in a locked garage or locked yard, and activating any alarms, surveillance systems or other security measures available, or

- where the **Boat** or **Personal Watercraft** is left unattended in the open air or stored on its trailer either permanently or temporarily, securing the **Boat** and/or **Trailer** to a fixed object using a combination of chains and locks, or applying a wheel locking device on the **Trailer** and securing the **Boat** using a combination of locks and chains to the **Trailer**

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

Removal of Wreck Costs

Costs incurred by **You** by order of government or local authority (or for which **You** become legally liable) associated with the raising, recovery and disposal of the wreck of **Your Boat** following an insured event covered under Section 1 of the **Policy**.

Replacement Boat

A **Boat** purchased by **You** to replace **Your Boat** described in the **Schedule**, which must be notified to **Us** as soon as reasonably possible after its purchase and which **We** must agree to cover after any temporary cover period in accordance with the **Policy**.

Salvage Costs

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

Schedule

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

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

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

Social Yacht Racing

Yacht racing which does not include the use of spinnakers and/or extras, and not exceeding a distance of 25 nautical miles measured by the most direct route of the course, within the **Geographic Limits** of the **Policy**.

Theft

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

Tools

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

Total Loss

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

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

Trailer

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

Water Skier

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

Water Skiing

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

Water Ski Equipment

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

‘We’, ‘Us’ and ‘Our’

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

‘You’, ‘Your’ “Yourself”

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

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Club Marine Limited

AFS Licence No 236916 (ABN 12 007 588 347)

as agent of the insurer

Allianz Australia Insurance Limited

AFS Licence No 234708 (ABN 15 000 122 850)

Mercury Insurance

40 The Esplanade, Brighton

Victoria, Australia 3186

Phone Number: 1300 175 200

clubmarine.com.au

sales@clubmarine.com.au

www.mercuryinsurance.com.au

Mercury Insurance is administered by Club Marine Limited (ABN 12 007 588 347, AFSL 236916) and underwritten by Allianz Insurance Limited AFS Licence No. 234708 (ABN 15 000 122 850)



MERCURY
Insurance

SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT (SPDS) – MERCURY PLEASURE CRAFT INSURANCE

PREPARATION DATE: 31 JULY 2021

This document is an SPDS that updates and amends the Mercury Pleasure Craft Insurance Policy Product Disclosure Statement and Policy Document (“PDS”) dated February 2021 issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708, GPO Box 9870 Melbourne VIC 3000 (Allianz).

This SPDS must be read together with the PDS and any other current SPDS that You were given which updates or amends the PDS.

Effective 5 October 2021, amendments to the Insurance Contracts Act 1984 under the Financial Sector Reform (Hayne Royal Commission Response) Act 2020, Schedule 2 Part 2 (Duty to take reasonable care not to make a misrepresentation) come into force for “Consumer Insurance Contracts” including this product. The new provisions aim to protect consumers against the risk of having their claims declined where they may have inadvertently failed to disclose their past circumstances or because insurers have failed to ask the right questions.

The change follows the Banking and Finance Royal Commission recommendations concerning the provision of financial products.

This SPDS also updates the PDS to align the complaints handling process described in the PDS to ASIC regulation 271 and the 2020 General Insurance Code of Practice. This strengthens our commitment to customers who make a complaint, and helps ensure our resolution process is transparent, honest and fair in accordance with the revised Code.

This SPDS also updates references to the Mercury Insurance legal entity Marine Power International Pty Ltd on page ii of the PDS.

CHANGES TO THE PDS

1. Duty Not To Misrepresent

- (a) The 2nd paragraph under the heading “**Make sure You understand what is and isn’t covered**” on page 4 is deleted and replaced with:

You have a duty to take reasonable care not to make a misrepresentation to **Us** when answering the questions **We** ask **You** before **You** enter into **Your Policy**. This duty applies not only when **You** take out the insurance for the first time, but also whenever **You** renew, extend, vary or reinstate the cover. If **You** do not meet this duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your Policy**. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may also treat **Your Policy** as if it never existed. Go to page 9.

- (b) The paragraph entitled “**Your Duty of Disclosure**” on page 9 of the PDS is deleted and replaced with the following:

Your duty to take reasonable care not to make a misrepresentation

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

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

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

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

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

If any question or guidance provided is not clear, **You** can contact **Us** for more information on 1300 175 200 or visit www.mercuryinsurance.com.au

- (c) Wherever the words “**Duty of Disclosure**” appear elsewhere in the PDS these are amended to “**Duty to take care not to make a misrepresentation**” and cross references where applicable are updated to refer to the above replacement text.

2. Complaints and Disputes

This text replaces the section “**Complaints and disputes**” on page 35 of the PDS with effect from 1 July 2021.

If **You** are dissatisfied with **Our** service in any way, please contact **Us** and **We** will attempt to resolve the matter in accordance with **Our** internal dispute resolution procedures.

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

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

AFCA’s contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how **We** handle complaints **You** can request a copy of **Our** procedures, using **Our** contact details on the back cover.

3. Mercury Power International Pty Ltd – Legal Entity Name Change

Any references in the PDS to “Mercury Power International Pty Ltd” are deleted and replaced with “Mercury Power International LLC”.

The ABN, business address and all other details including the trading names Mercury and Mercury Insurance remain unchanged.