



# Apia Boat Insurance

Product Disclosure Statement



Part of the  
Suncorp Network

## Welcome and thank you for choosing Apia

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It's really important to read it carefully before you decide whether or not our cover is right for you.

### By choosing Apia you can:

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Make a claim 24/7 by calling **13 50 50**

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Call **13 50 50** for extra support

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The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

PDS preparation date 3/11/20

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In this PDS you will be referred to the Boat Insurance Additional Information Guide. This guide is available at [apia.com.au](http://apia.com.au) and contains further information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 11 'Words with special meanings' on page 73.

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# 1

## Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront. This includes:

- key information summary about your cover;
- a what to do in the event of a claim checklist;
- information about your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us;
- the excess that apply to your claim;
- important information about us.

# Key information about Apia Boat Insurance



## Type of insurance

This policy provides cover for your boat.

There are 2 levels of cover available:

- Comprehensive cover; or
- Third Party cover.

The cover you choose will be shown on your certificate.



## What we cover

### Comprehensive cover

Accidental loss or damage to your boat during the period of insurance. Examples include, hail, storm (including cyclone), fire, theft and collision.

We also cover your legal liability for death or bodily injury to other people or damage to their property arising from the use of your boat.

### Third Party cover

We cover your legal liability for death or bodily injury to other people or damage to their property arising from the use of your boat.



This is a summary only. Like all policies, there are limits, conditions and exclusions that apply so you need to read your policy carefully.



## What we pay

### Comprehensive cover

The most we will pay for loss or damage to your boat is the amount covered for your boat as shown on your certificate, unless we say otherwise in your policy.

We will also pay:

- Up to **\$10 million** for legal liability for all claims arising from the one incident covered by this policy.
- Up to the limits outlined under the relevant Additional and Optional covers.

### Third Party cover

We will pay:

- Up to **\$10 million** for legal liability for all claims arising from the one incident covered by this policy.
- Up to the limits outlined under the relevant Additional covers.



## Additional cover that comes with your policy

There are some additional covers that comes with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 35 for more information.



## Optional cover you can pay extra for

If you have chosen Comprehensive cover there are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your certificate. See section 6 'Optional covers you can pay extra for' on page 45 for more information.





## Exclusion for new policies

We do not insure you for bushfire, storm, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Things we don't cover' on pages 23 to 32.










## Summary of cover

Your cover depends on the level of cover you have chosen. Limits, conditions and exclusions apply. Read your policy for full details.




### Insured events

What we cover	Page
 Comprehensive cover – Accidental loss or damage cover (including theft)	34
 Third Party cover	34



### Additional cover (these are covers that come with your policy)

What we cover	Page
 Pollution by oil, fuel or waste following an incident (Applies to Comprehensive and Third Party cover)	36
 Salvage and removal costs (Applies to Comprehensive and Third Party cover)	37
 Emergency expenses (Applies to Comprehensive cover)	37
 New boat after total loss for boats less than <b>2</b> years old (Applies to Comprehensive cover)	38
 Emergency travel costs (Applies to Comprehensive cover)	39
 Road towing costs (Applies to Comprehensive cover)	39
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 Cover for boat contents (Applies to Comprehensive cover)	41



What we cover	Page
 Rescue expenses (Applies to Comprehensive cover)	42
 Inspection of hull after running aground (Applies to Comprehensive cover)	42
 Third party cover for substitute boat (Applies to Comprehensive and Third Party cover)	43

**Optional cover (if you have comprehensive cover, these are covers that you pay extra for)**

What we cover	Page
 Water-skier's liability	46
 Cover for sailing boats when racing	47

**We understand that experiencing loss or damage or having a claim made against you can be stressful.**

**Here's what to do:**

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**STEP 1**

**Make sure everyone is safe.**

**For emergencies, call 000.**

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**STEP 2**

**Try to prevent further loss, damage or liability** (e.g. attempt to remove your boat from the water if you believe it will prevent further damage).

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**STEP 3**

**Report the incident to the police.**

If someone is injured or has stolen, attempted to steal or maliciously damaged your boat, call the police as soon as possible and record the time, date, report number and the name of the recording officer.

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**STEP 4**

Where possible, collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another boat or vehicle is involved, record its registration details or its identification number. Do not admit fault to anyone.

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**STEP 5**

**Contact us as soon as possible by calling 13 50 50.**

When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and the registration number of the at-fault boat or vehicle.

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## Our agreement with you

If you buy this insurance from us, your contract is made up of your certificate, this PDS and any SPDS that we have given you.

## Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).



This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up to the date and time of cancellation. For more information see 'What happens with cancellations' on page 68.

## There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are limits, conditions and exclusions that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 23 to 32. There are also specific things we don't cover explained in sections 4 to 6 see pages 33 to 48 which is particular to the cover under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

## Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## Your responsibilities

- keep your boat well maintained and seaworthy e.g. flushing the engine after boating in saltwater, cleaning the bilge, repair cracks, regular servicing etc. See section 3 'Things we don't cover' on pages 23 to 32 for exclusions that may apply;
- take steps to prevent loss or damage, see 'Minimum steps you must take to prevent theft' on page 51;
- when the boat is attached to an unattended vehicle, keep that vehicle locked;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

## Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

## When you need to contact us

During the period of insurance you need to tell us as soon as possible if:

- any details on your certificate are no longer accurate and complete such as your address and the place where you keep your boat;
- you replace your boat hull, boat motor(s) or boat trailer (see page 18);
- your boat is not seaworthy or is no longer in good condition;
- you change the way you use your boat e.g. you live on your boat or use your boat for hire, charter, teaching or any other business or commercial activity.

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

## What we will do when you contact us

When you tell us about any of the above matters, an additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it will mean we can no longer insure you and we will cancel your policy.

## If you do not contact us

If you do not contact us when you need to, it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## How to contact us



Call us on **13 50 50**.

## If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## When you replace your boat (Comprehensive cover only)

If you replace your boat with another boat and you have Comprehensive cover, we will insure the replacement boat on the same terms and up to the amount covered (as shown on your certificate) as the replaced boat as if a reference to “your boat” in this PDS is to your replacement boat.

Cover is provided from the date you bought the replacement boat until you contact us to insure your replacement boat, up to a maximum of **14** days.

We do not provide any cover under this policy for a replacement boat outside the cover stated in this section ‘When you replace your boat’. Cover is not available while you continue to own the boat you originally insured with us.

## Special conditions

We may apply special conditions on your policy that might exclude, restrict or extend cover. For example, we may require additional security because of the high value of your boat. Any imposed conditions will be listed on your certificate. It is important that you read your certificate carefully.

# Excess that apply to your claim

## What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. There is only one type of excess for this policy (standard excess). The excess amount is shown on your certificate.



For example: If the rear and front of your boat have been damaged in two separate incidents, then you have to make **2** claims and pay the excess that applies for each claim. If the rear and front of your boat is damaged in the same incident, you make **1** claim and pay the excess in relation to **1** claim only.

## The only excess for this policy is:

<b>Standard excess</b>	A standard excess applies to all claims unless your policy states no excess applies. The amount of your standard excess is shown on your certificate. You may be able to choose to vary the standard excess.
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Refer to the Boat Insurance Additional Information Guide for more information about the excess.

## How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess directly to us before we finalise your claim;
- the excess can be deducted from the amount we pay you under your claim (if any);
- in some instances, the excess can be paid to the appointed repairer or supplier; or
- in some instances, the excess can be deducted from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess.

## When your excess will be waived



You pay the excess but if:

①

+

②

+

③

=

✓

You or the operator of your boat didn't cause or contribute to the accident (this means the other operator or driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs.

+

You supply the at-fault operator or driver's name and address

+

You supply the at-fault operator or driver's vehicle registration number or boat identification details

=

You don't pay an excess.

If 1, 2 and 3 are there, you don't pay an excess. If ANY are missing, you will pay an excess.



If you cannot supply the at-fault operator's or driver's name, address and boat identification details or vehicle registration number it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

## Important information about us

This important information about us statement was completed on 3/11/20.

### Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

### Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

### What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

### How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

### How we will deal with a complaint

Apia provides a complaint resolution process. For full details see page 69.



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# 2

## What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as your boat and boat contents;
- who we cover;
- the geographic limit and speed limit that apply to cover.

# What we cover as your boat

## We cover

We cover your boat as described on your certificate that you own and use for private use. Your boat includes each of the following if you have asked us to insure them and they are shown on your certificate:

- boat hull;
- boat motor(s);
- boat trailer.

### **What we cover as your boat hull**

- superstructure, decks, gangways, railings and cabin;
- rudder, keel, helm and steering equipment;
- windows and windscreen;
- fixed solar panels;
- console, gauges and controls;
- partitions, bulkheads, cupboards, tables, bunks, doors and hatches;
- canopies, storm covers, fixed seats and fixed seat covers, curtains and blinds;
- anchor, chain and winches;
- masts, spars, rigging and sails that are used on your boat only;
- fixed fuel tanks and fuel lines (but not the fuel);
- fixed electrical fittings and appliances permanently wired in, such as lights, instruments, anemometer, FAH radio receiver-transmitter, GPS, depth sounder, fish finder, radar unit and compass, bilge pumps, electric winches and batteries;
- fixed entertainment items such as a TV, DVD/Blu-ray player and stereo;
- signwriting but only to the extent that the signwriting relates to your boat's name and registration number;
- mandatory safety equipment kept on your boat;
- your boat tender, but only one that is up to **4** metres long, less than **40** years old and not registered in its own right;
- tools for your boat that were supplied by the manufacturer.

### **What we cover as your boat motor(s)**

The inboard or outboard motor, auxiliary or electric trolling motor for your boat shown on your certificate including its propellers, drive shaft, transmission, skeg, stern drive, outdrive and jet drive.

## What we cover as your boat trailer

The boat trailer for your boat shown on your certificate that is designed for and used to transport your boat.

### What we do not cover

Your boat hull does not include:

- murals, artwork, air brushing, stickers or decals other than the name and registration number details of your boat;
- vinyl hull wraps;
- the motor on your tender;
- your boat contents;
- your boat motor(s);
- your boat trailer;
- anything not listed under 'What we cover as your boat hull' (see page 18).

## What we cover as your boat contents

### We cover

The following contents for your boat which are owned by you or your family:

- portable fuel tanks (but not fuel);
- cushions, bedding, manchester and flags;
- paddles;
- batteries;
- unfixed furniture, tables and chairs;
- items and appliances used for cooking, drinking and eating;
- portable refrigerators, freezer, ice boxes and 'esbies';
- portable barbeques and gas bottles;
- portable TV and DVD or Blu-ray player;
- face plates for GPS units and sounders;
- fishing rods and tackle, diving equipment and water-skiing gear, (but not when in use);
- unfixed spare parts for your boat;
- clothing, hats, shoes and wet weather gear;
- maps, charts, tide and weather guides.

We cover boat contents owned by you and your family under additional cover 'Cover for boat contents' on page 41.



## What we do not cover

Boat contents do not include:

- any boat equipment permanently wired into the hull;
- mobile phones or cameras;
- bait, medicines, food or drinks;
- personal belongings such as jewellery, watches, sunglasses or spectacles;
- laptops or electronic tablets (e.g. iPads);
- portable electronic or electrical items or their accessories such as MP3 players, CD players, video games, game consoles;
- toys or games;
- cash or other items able to be cashed (e.g. gift cards, cheques, coupons, tickets);
- fuel or lubricants;
- anything not listed under 'What we cover as your boat contents' (see page 19).

## Who we cover

We cover you or anyone you authorise to operate your boat, subject to the terms, conditions and exclusions of your policy.

## Limits on boat cover

There are a number of limits that apply to Comprehensive cover and Third party cover:

### **Geographic limits – Comprehensive cover and Third party cover**

We cover your boat within the geographic limits which is anywhere on the land and waterways of Australia but only up to **200** nautical miles from the Australian mainland and Tasmanian coasts.

### **Speed limit – Comprehensive cover and Third party cover**

Your boat is not covered when it is exceeding **60** knots.

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# 3

## Things we don't cover

There are some things we don't cover under your policy and we want to be upfront about this.



Remember, there are also specific things we don't cover in sections 4 to 6, see pages 33 to 48.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Agreements you enter into**

any agreement or contract you, or someone you authorised to operate or be in charge of your boat, enters into accepting liability, but we will provide cover if the legal liability would have existed without that agreement.

### **Airborne activities**

an incident caused by or arising out of any airborne activity such as hang gliding, paragliding and parasailing or any jumping over an elevated structure (e.g. a ski ramp).

### **Alcohol, drugs, medication**

an incident occurring when your boat is being operated by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs or medication.

But we will pay a claim:

- for you (but not the driver or person in charge of your car and/or boat) if your car and/or boat was stolen;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

### **An incident while being towed by a motor vehicle**

legal liability caused by or arising out of:

- an incident which happens when your boat is on a trailer that is attached to a motor vehicle of any kind;
- an incident which is insured, or required to be insured, by compulsory third party/motor accident injuries insurance cover.

### **Asbestos**

asbestos, asbestos fibres or derivatives of asbestos of any kind.



## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### ⊗ **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

### ⊗ **Boat unseaworthy or not in good condition**

your boat not being seaworthy or in good condition, unless you can prove to us that you did not know and could not have reasonably known that your boat was unseaworthy or not in good condition at the time.

### ⊗ **Bushfires, storms, floods, tsunamis in the first 72 hours of this policy**

any loss or damage caused by a bushfire, storm, flood or tsunami in the first **72** hours of cover. But we will cover these incidents if this policy began on the same day:

- you bought your boat;
- that another policy covering your boat expired or cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the value covered under the expired or cancelled policy (any increase in value will not be covered for these events for the first **72** hours specified).

### ⊗ **Business or commercial activity**

your boat being used for any business or commercial activity (e.g. charter or hire or teaching), see the meaning on page 75.

### ⊗ **Care, custody or control**

theft of your boat or any part of your boat (unless there is evidence of forced entry to your boat or the storage location) while it is in the care, custody or control of a person or entity other than you.

### ⊗ **Certain items**

loss or damage to:

- fuel, lubricants, stores or moorings;
- anti-fouling protection, unless it is in an area of the hull which has been repaired after a claim;
- fishing, diving or water-skiing gear while in use.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Confiscation or repossession**

- legal confiscation or repossession of your boat.

### **Corrosion, rust, wear and tear**

wear, tear, rust, fading, gradual deterioration, action of light, corrosion or rot of any parts of your boat unless this is caused by your boat sinking and we have accepted your claim for this.

### **Death or injury to you, a part owner or person controlling your boat**

death or injury to:

- you;
- any person who owns part of your boat;
- any person operating or controlling your boat;

if they caused or contributed to the incident, other than the cover provided by the additional cover 'Fatal injury' on page 40.

### **Disease or illness**

disease, illness or sickness you knowingly spread or failed to take due care to prevent spreading after you knew about it.

### **Diving**

injury or death to anyone caused by or resulting from the use of diving equipment.

### **Extra costs or other losses following an incident covered by your policy**

extra costs or losses (financial and non-financial loss) following an incident covered by your policy including but not limited to:

- loss of income or wages;
- the value of your boat (including its trade-in or resale value) is less after being repaired;
- the cost of hiring a substitute boat;
- costs, including cost of your time, to prove your loss or to help us with your claim (e.g. telephone calls, postage) unless stated otherwise in your policy;
- cleaning costs but we will cover cleaning costs under the additional cover 'Pollution by oil, fuel or waste following an incident' (see page 36);
- professional, expert, legal, consulting or valuations costs unless you have obtained our prior authority to incur these costs.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Failing to take minimum security precautions**

theft of your boat or any part of your boat or boat contents if you do not comply with the minimum security precautions set out on page 51.

### **Faults, defects and repairs**

- manufacturing faults, faulty design;
- the cost of repairing or replacing any defective or faulty product, appliance or part;
- the cost to fix faulty repairs and workmanship other than to the extent we are responsible for repairs authorised under your policy.

### **Fines**

any fines or penalties and/or aggravated, punitive or exemplary damages.

### **Fuel**

the use of contaminated or incorrect fuel.

### **Glass**

- a breakage that does not extend through the entire thickness of the damaged item (e.g. chips and scratches);
- any loss or damage caused by a broken glass item including the cost of cleaning up the broken glass.

### **Houseboats**

your boat being used as a houseboat.

### **Incorrect trailer**

your boat being transported on a trailer that is not designed to carry it (e.g. a box trailer).

### **Ingestion, obstruction or blockage**

loss or damage contributed to or caused by, or resulting from, the obstruction or blockage of a motor or water inlet, or the intake of any external materials or substances into a motor or water inlet of your boat (e.g. a plastic bag obstructing or blocking an inlet or being sucked into a motor causing damage from overheating of the motor).

### **Injury or death of employees**

death or injury to your employees, or damage to their property while they are working for you.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Intentional or deliberate acts**

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your boat;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to tow or operate your boat.

### **Keys**

lost or stolen keys.

### **Maintenance**

a lack of regular maintenance on your boat.

### **Mechanical or electrical breakdown or failure**

- mechanical breakdown of any motor, including seizing or overheating, caused by or resulting from:
  - deterioration, wear and tear or lack of maintenance;
  - the use of contaminated fuel causing damage to motors, fuel lines or storage systems, for example, ethanol blended, water contaminated and separated fuels;
  - using the incorrect fuel such as petrol in a diesel motor;

but we will cover the motor if it is damaged as a result of impact, fire, malicious damage, sinking or grounding;

- electrical breakdown or failure of any part of your boat but we will cover fire damage that results from this;
- the burning out of wiring in the boat (but not the wiring in the motor).

### **Moored boats**

loss or damage to your boat and/or boat contents or legal liability if you keep your boat at a mooring, unless you have told us that your boat is kept at a mooring prior to **18 July 2016** and we have agreed to cover it.

### **Mould**

mould or mildew unless it was directly caused by an incident.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Osmosis, electrolysis, marine growth, inherent vice**

- osmosis or electrolysis;
- vermin, marine growth, insects or borers;
- inherent vice.

### **Overload**

your boat carrying more people or load than it is designed or licensed to carry.

### **Oversized motors**

the power (HP or KW) of your operating boat's motors exceeding the maximum design speed for the boat's hull.

### **Pollution**

the escape or discharge of pollution from your boat such as fuel, oil, bilge, garbage or any other pollutant, but we will cover legal liability for pollution to the extent that it is covered by the additional benefit 'Pollution by oil, fuel or waste following an insured incident' on page 36.

### **Property owned by your family, an operator of your boat or a passenger**

loss or damage to property:

- owned by your family;
- owned by a person operating or in control of your boat;
- owned by any person who is a passenger in or on your boat;
- in your custody or control which you do not own.

### **Racing**

your boat participating in any race, but we will cover racing to the extent it is covered under 'Cover for sailing boats when racing' optional cover where this option is shown on your certificate. We do not cover power boat racing in any form.

### **Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Reckless acts**

any reckless act by you, or by the driver of the vehicle towing your boat, or by the operator of your boat or by any person acting with your encouragement, assistance or express or implied consent to the reckless act (such as using a mobile phone while driving the towing vehicle or while operating the boat).

### **Revolution, war**

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup; or
- any looting or rioting following these incidents.

### **Sail damage**

loss or damage to sails from wind or water when they are hoisted or in the process of being hoisted or dropped to the deck.

### **Sale of your boat**

- loss (including theft) of your boat hull, motor or trailer (or the proceeds of sale) by a person authorised to offer your boat hull, motor or trailer for sale;
- loss (including theft) of your boat hull, motor or trailer (or the proceeds of sale) following a private sale transaction;
- loss of your boat hull, motor or trailer (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your boat hull, motor or trailer for sale.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **Speed**

your boat when it is exceeding **60** knots.

### **Theft**

the theft of your boat by:

- someone you allow to use your boat;
- anyone who is named on the certificate.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Towing people or things**

- death or injury to:
  - a person being towed by your boat;
  - others caused by a person or thing towed, or that came loose while being towed by your boat.
- damage to property:
  - towed by your boat (other than your boat tender);
  - of others caused by a person or thing towed, or that came loose while being towed by your boat.

But we will cover these incidents to the extent that they are covered by the optional cover 'Water-skier's liability' if this option is shown on your certificate.

### **Tyres**

- damage to your boat trailer's tyres caused by braking, punctures, road cuts or bursting.

### **Unattended boat**

theft or damage to your boat hull, motor or trailer if the boat hull, motor or trailer is left unattended and with the keys left in the boat or the vehicle keys left in the towing vehicle.

### **Unlawful purposes**

your boat being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or impliedly).

### **Unlicensed operator**

your boat being operated by, or in the control of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence, but we will pay a claim if you:

- were not the operator or person in control of your boat at the time of the incident; and
- did not give encouragement, assistance or express or implied consent to the operator or the incident; and
- can establish that you did not know and could not have reasonably known of any of the above circumstances.

## Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or legal liability caused by, connected with or arising from:

### **Unregistered boat or boat trailer**

your boat or boat trailer being used at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the boat or boat trailer being unregistered.

### **Unrelated damage**

damage not caused by the incident you are claiming for.



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# 4

## What we cover – the details

In this section, we tell you about our cover for:

- loss or damage to your boat;
- liability for damage to other people's property; and
- the death of or bodily injury to others.

The cover you have depends on whether you have chosen Comprehensive cover or Third Party cover only.

## What your policy covers



### **Comprehensive cover** **Accidental loss or damage cover**

#### **We cover**



When you have comprehensive cover we cover accidental loss or damage to your boat caused by an incident in the period of insurance within the geographic limits.

Examples of incidents include accidental loss or damage by; theft, storm, fire, sinking, stranding, collision or impact.

Comprehensive cover includes Third party cover.

#### **We don't cover**



We don't cover anything in 'Things we don't cover' see pages 23 to 32.

#### **Limit**



The most we will pay for any one incident is the amount covered shown on your certificate for your boat hull, boat motor(s) and boat trailer, unless we say otherwise in your policy.



### **Third Party cover** **Legal liability for death or bodily injury to other people or damage to their property**

#### **We cover**



We cover your legal liability to pay compensation for death or bodily injury to other people, or damage to their property, resulting from an incident in the period of insurance:

- arising out of your ownership of your boat; or
- which happens when you, or a person authorised by you, are operating your boat; and

which occurs within the geographic limits.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

#### **We don't cover**



- any legal liability caused by or arising from water skiing activities. See the optional cover we offer 'Water skier's liability' on page 46;
- any legal liability caused by or arising from pollution by oil, fuel or waste. See the cover provided under the additional cover 'Pollution by oil, fuel or waste following an incident', on page 36;
- Salvage or removal costs. See the cover provided under the additional cover 'Salvage and removal costs' on page 37.

We don't cover anything in section 3 'Things we don't cover' see pages 23 to 32.

#### **Limit**



The most we will pay for all claims arising from any one incident is **\$10 million** including all legal costs we have agreed to pay.

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# 5

## Additional cover that comes with your policy

When a claim for loss or damage to your boat is covered, you may be entitled to the additional cover in this section.

Please note:

- some additional covers can be claimed on independently to a claim for loss or damage to your boat as shown.
- the limits shown are paid in addition to the amount covered, unless stated otherwise in this section.



All of the conditions of your policy and section 3 'Things we don't cover' on pages 23 to 32 apply to the additional cover.



In some circumstances, we may provide an additional cover to you before your claim for loss or damage to your boat is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



## Pollution by oil, fuel or waste following an incident

**Applies to** Comprehensive cover and Third Party cover



**We cover**



When your boat is stranded, sunk or damaged in an incident in the period of insurance within the geographic limits and this causes pollution to suddenly and accidentally discharge from your boat, to the extent you are legally liable for the costs of removing, containing or dealing with the pollution, we will pay the costs:

- to remove, contain and deal with the pollution;
- to compensate other people for cleaning up or fixing damage caused to their property by the pollution.

We will also cover associated legal costs for a claim that is covered. We need to first agree to pay the legal costs before they are covered.

**We don't cover**



- the cost of removing, containing or dealing with pollution that starts to discharge more than **7** days after the incident;
- any loss or damage which first happens more than **7** days after the pollution starts to discharge from your boat;
- your legal liability for injury, illness or death;
- fines, punitive, aggravated or exemplary damages;
- the cost of removing, containing or dealing with asbestos in any form.

**Limit**  
\$

Up to a total of **\$250,000**, including all legal costs that we have agreed to pay, for any one discharge or series of discharges arising out of the same incident.

The cover available here is not paid in addition to the Third party cover limit.



## Salvage and removal costs

**Applies to** Comprehensive cover and Third Party cover



**We cover**



When your boat is stranded, sunk or burnt in an incident in the period of insurance within the geographic limits and you are legally liable for the costs of salvaging or removing it, we will pay the costs, including legal costs that we have agreed to pay, to salvage and remove your boat.

**Limit**



The most we will pay for all claims from any one incident is **\$10 million** including all legal costs that we have agreed to pay. The cover available here is not paid in addition to the Third party cover limit.



## Emergency expenses

**Applies to** Comprehensive cover



**We cover**



When your boat is damaged in an incident covered by your policy and emergency actions are necessary (e.g. if the outboard motor on your boat has struck a log, won't operate and you need to pay for towing), we pay the costs for:

- towing your boat to safety when it is on the water;
- avoiding or minimising further loss or damage;
- arranging for urgent repairs, to get you home;
- securing your boat;
- scuttling or sinking your boat if you are required by law to do so; or
- flushing, drying and oiling of the motor on your boat that has been submerged.

**Limit**



Up to a total of **\$5,000** for all costs for any one incident.



Note: You need to provide us with all invoices and receipts.



## New boat after a total loss for boats less than 2 years old

**Applies to** Comprehensive cover



**We cover**



When your boat hull, boat motor(s) or boat trailer is stolen or damaged in an incident in the period of insurance and we have accepted your claim as a total loss, we will replace your boat hull, boat motor(s) or boat trailer with a new boat hull, boat motor(s) or boat trailer if:

- you are the first registered owner of your boat or boat trailer or you purchased your boat or boat trailer as an 'ex-demonstration' model from a licensed dealer who was the first owner; and
- the loss or damage to the boat hull, boat motor(s) or boat trailer occurred less than **2** years from the date of original registration or from the date of purchase; and
- anyone who financed your boat hull, boat motor(s) or boat trailer provides us with written consent.

We will replace your boat hull, boat motor(s) or boat trailer with:

- a new boat hull, boat motor(s) or boat trailer made by the same manufacturer, of the same or similar model and of the same or similar specification; or
- the nearest possible match to your boat hull, boat motor(s) or boat trailer; and
- pay the registration costs for the first 12 months and delivery charges applicable.

If we cannot locate a suitable replacement boat hull, boat motor(s) or boat trailer within **60** days in Australia, or if an agreement cannot be reached, we will pay you the amount covered shown on your certificate for your boat hull, boat motor(s) or boat trailer less applicable deductions (see page 56).

**We don't cover**



- If only one part of your boat is a total loss, we will not replace all parts (e.g. if only your boat motor(s) that was less than **2** years old is a total loss, we will not replace your boat hull and boat trailer as well).
- The cost of replacing or purchasing an extended warranty.



## Emergency travel costs

**Applies to** Comprehensive cover



**We cover** When your boat is stolen or damaged in an incident covered by your policy and you are left stranded and unable to return to your usual place of residence, we pay your travel costs to get you back to your usual place of residence or to pick up your boat after it has been repaired.



**Limit** Up to a total of **\$500** for any one incident.



You need to provide us with all invoices and receipts.



## Road towing costs

**Applies to** Comprehensive cover



**We cover** When your boat is damaged in an incident covered by your policy and needs to be repaired, we pay the costs of towing your boat by road, to the nearest place of safety or repair.



**Limit** Up to a total of **\$1,000** for any one incident.





## Fatal injury

**Applies to** Comprehensive cover



**We cover** When your boat is damaged in an incident covered by your policy and you or the operator of your boat are fatally injured as a direct result of the same incident, we will pay **\$5,000** to either the executor of your estate or your boat operator's estate (but not both).



**We don't cover**

- any amount if death is caused by suicide or self-harm;
- any amount if death occurs more than **12** months after the incident that caused loss or damage to your boat.



**Limit** The most we will pay is **\$5,000** in total for any one incident.



## Personal effects

**Applies to** Comprehensive cover



**We cover** When your boat is damaged in an incident covered by your policy we cover loss of or damage to your personal effects as a direct result of the same incident.



**Limit** Up to a total of **\$250** for any one incident.







## Cover for boat contents

**Applies to** Comprehensive cover



**We cover**



We cover your boat contents when they are either in or on your boat, or locked in a fully enclosed room, shed, garage or vehicle for theft and accidental loss or damage caused by an incident in the period of insurance within the geographic limits.

**We don't cover**



- theft of your boat contents if you did not take minimum security steps to secure your boat contents (see page 52).

**Limit**  
K\$

- **\$1,000** for an EPIRB, VHF or HF radio;
- **\$500** for any other boat contents item that is not an EPIRB, VHF or HF radio; and
- the most we will pay for loss or damage in any one incident to all boat contents is **\$5,000**.



Note: You can make a claim under this cover independently of a claim for loss or damage to your boat.



## Rescue expenses

**Applies to** Comprehensive cover



**We cover**



When you and your boat are lost and missing within the geographic limits in the period of insurance, whether or not your boat is damaged in an incident, we pay the fees charged by a government maritime rescue service or organisation to search for and rescue you and your boat.

**We don't cover**



- any ambulance or medical costs;
- any costs for search and rescue outside the geographic limits;
- any payment or contribution to private individuals who assist in the search or rescue of you or your boat.

**Limit**



Up to a total of **\$5,000** during any one period of insurance.



Note: You can make a claim under this cover independently of a claim for loss or damage to your boat.



## Inspection of hull after running aground

**Applies to** Comprehensive cover



**We cover**



When your boat has run aground within the geographical limits following an incident in the period of insurance, even if no loss or damage has occurred to your boat, we will pay the costs to inspect your boat hull.

**Limit**



Up to a total of **\$1,000** for any one incident.



Note: You can make a claim under this cover independently of a claim for loss or damage to your boat.



## Third party cover for substitute boat

**Applies to** Comprehensive cover and Third Party cover



**We cover**



When you have borrowed a boat that is of a similar type and size to your boat and registered by law (if required) because your boat is:

- with a repairer and being serviced or repaired; or
- lost, stolen or destroyed in an incident and your claim is covered under your policy, but not yet paid,

we extend our Third party cover for up to **14** days to cover your legal liability in relation to your use of a substitute boat from:

- when your boat is first left with a repairer; or
- when we first accept your claim for loss or damage to your boat.

See 'Third party cover' on page 34.

**We don't cover**



- loss or damage to the substitute boat;
- any liability where the substitute boat is a hired, rental or chartered boat;
- any liability where the substitute boat is owned by you, your family or a co-insured;
- any liability where the substitute boat is not a similar type and size to your boat or not registered by law (if required to be).

**Limit**  
\$

The most we pay for all claims from any one incident is **\$10 million**, including all associated legal costs that we have agreed to pay.



Note: You can make a claim under this cover independently of a claim for loss or damage to your boat.

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# 6

## Optional covers you can pay extra for

There are some covers you can ask us to add as an extra on your comprehensive policy.

In this section, we explain the different optional covers.

If an optional cover applies to your policy it will be shown on your certificate.



All of the conditions of your policy and the 'Things we don't cover' in section 3 on pages 23 to 32 apply to the optional covers.



## Water-skier's liability

### We cover



We cover your legal liability to pay compensation for:

- death or injury to a person being towed by your boat; or
- death or injury to other people, or damage to their property, caused by a person or object being towed by your boat,

while engaged in water skiing activities in the period of insurance within the geographic limits.

In addition to covering your legal liability, under the above circumstances we also cover the legal liability of:

- any person authorised by you to control or operate your boat;
- an observer nominated by the controller or operator of your boat; and
- the person being towed.

### We don't cover



any incident which happens when there is no observer:

- in, or on your boat;
- observing the water skiing in accordance with recommended water skiing guidelines (that is, facing and observing the water skier at all times);
- any incident involving airborne activities such as parasailing or jumping over an elevated structure such as a ski ramp;
- death or injury to you or a part owner of your boat or person controlling your boat;
- damage to property belonging to you, your passengers, the operator of your boat or the person being towed.

### Limit



The most we pay for all claims arising from any one incident is **\$10 million**, including all associated legal costs that we have agreed to pay.



## Cover for sailing boats when racing

### We cover



We extend your Comprehensive cover to insure your sailing boat while it is participating in a race in the period of insurance up to **100** nautical miles in total distance travelled.

### We don't cover



- any loss, damage or liability that arises when you are outside the geographic limits;
- any loss, damage or liability when the race you are participating in is longer than **100** nautical miles in total distance travelled;
- power boat racing;
- loss or damage to sails:
  - by wind or water (e.g. wind tearing a sail, tearing from a wave or capsizing during a race), unless other structural parts of your boat suffer damage by an incident (e.g. a broken mast);
  - when sails are being hoisted, lowered, dropped or trimmed;
  - caused by people accidentally damaging them (e.g. making a hole or tearing them).

### Limit



The most we will pay is the amount covered shown on your certificate for your boat hull or boat motor(s) for any one incident, unless we say otherwise in your policy.

All other limits, conditions and exclusions of this policy apply to this cover.

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# 7

## Making a claim

We want to be there for you in your times of need.

In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle your claim;
- what happens after we pay your claim.

## Making a claim

### What you must do:

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- provide us with a quote for repair or replacement if we ask for this;
- provide us with any inspection reports you might have such as survey or pre-purchase report and valuation;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- allow us to inspect the damaged boat and/or boat contents;
- if your boat and/or boat contents are a total loss, allow us or a person nominated by us to recover, salvage or take possession of your boat or boat contents;
- for rectification work, take your boat back to the original repairer to rectify the repairs.



In this 'Making a claim' section 'you' means you and, if you were not operating your boat, the person operating your boat.

### What you must not do:

- do not admit liability or responsibility to anyone or pay for any damage or injury before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs without our consent, except for emergency repairs described in 'Emergency expenses' on page 37 and emergency travel costs described in 'Emergency travel costs' on page 39;
- do not dispose of any damaged parts of your boat or boat contents without our consent unless it is necessary for health and safety reasons;
- do not wash, clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or are instructed to do so by authorities;
- do not accept payment from someone who admits fault for loss or damage to your boat or boat contents. Refer them to us instead.

### If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## Third party claims

Tell us about any incident that has caused damage to other people's property or injured other people. You must also tell us as soon as possible about any demands made on you to pay compensation to others and send these to us. The quicker we receive these, the better placed we will be to protect your interests. If you do not tell us about any demands or forward any documentation from a third party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.

## If we decline a claim or do not pay your claim in full

When you contact us to make a claim we will assess your claim and we may need to undertake further investigation. If we decline your claim we will give you our reasons in writing.

## Minimum steps you must take to prevent theft

### For securing boat hulls

You must take the following minimum security steps to prevent theft when your boat is not in use. Otherwise, we can refuse your claim.

Boat type	Minimum security precautions
Boats on trailers	<ul style="list-style-type: none"><li>• keep it inside a fully enclosed garage allocated for your personal use only; or</li><li>• when in the open air (e.g. carport, backyard, on the street or unattended anywhere else) secure the boat trailer with an anti- theft device designed to prevent the theft of your boat and boat trailer, such as:<ul style="list-style-type: none"><li>– tow ball lock;</li><li>– coupling clamp;</li><li>– trailer wheel clamp.</li></ul></li></ul> <p>Note: Chains or cables with padlocks are not satisfactory if used on their own.</p>
Portable boats not on trailers	Must be kept inside a secure storage area.

## For securing boat contents

You must take the following minimum security steps to prevent theft of your boat contents when your boat is in the locations described below. Otherwise, we can refuse your claim (see page 51).

Location	Minimum security precautions
When your boat is at the place where you normally keep it (e.g. your house, unit, flat)	Locked inside either: <ul style="list-style-type: none"><li>• a fully enclosed room, shed or garage; or</li><li>• a cabin or compartment on your boat, but not under or behind a tarpaulin or canopy (these are easily torn or cut).</li></ul>
When your boat is anywhere else and unattended (e.g. you are away from your boat buying bait or supplies)	All portable boat contents items must be locked inside either: <ul style="list-style-type: none"><li>• a cabin or compartment but not under or behind a tarpaulin or canopy; or</li><li>• your vehicle; or</li><li>• the house, unit or caravan where you are staying.</li></ul>

## For securing boat motors

You must take the following minimum security steps to prevent the theft of your boat motor(s) in the location described below. Otherwise, we can refuse your claim (see page 51).

Location	Minimum security precautions
When your motor is an outboard motor and your boat is left unattended anywhere	<ul style="list-style-type: none"><li>• remove the motor and store in a locked room, shed, garage, vehicle or caravan; or</li><li>• lock it to the transom with a suitable padlock or other similar device.</li></ul>

## How to establish your loss

### Prove an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police or maritime authorities:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

## Prove your loss or damage

You must also give us accurate and full details of the loss or damage and give us reasonable proof of value and ownership, if we ask.

Proof includes things like registration papers, sales receipts, service records, valuations and warranties. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value.

For a boat hull, boat motor(s) and boat trailer we would usually ask for proof of purchase as proof of ownership and value, such as a sales receipt, sales invoice or sales contract that shows full details of the boat, the amount paid and the seller of the boat. Other items we might ask for includes registration papers, service records from a boat repairer or mechanic showing details of your boat or a close up photograph of your boat.

For boat contents, we would usually ask for a sales receipt showing a description of the item, purchase price and date of purchase. Other proof might include an original operating manual or manufacturer's box.

For all other items reasonable proof of ownership and value will depend on what you are claiming for, how old they are and their value.

If you are unable to substantiate your claim, we can reduce or refuse to pay your claim.

## How we settle your claim

### How your boat claim is settled

If your claim for theft or loss or damage to your boat is covered under your policy, we will either:

- repair or replace the damaged parts of your boat using one of our preferred repairers;
- pay you the amount of the assessed quote from our preferred repairer when our preferred repairer is able to complete the repair or replace the damaged parts of your boat but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if one of our preferred repairers cannot complete the repair or replace the damaged parts of your boat;
- settle your claim as a total loss (see page 56 for how we settle your claim as a total loss).

### Boat contents claims

If your claim for theft or loss or damage to your boat contents is covered under your policy we will either:

- repair to the same condition the contents were in immediately before the incident took place;
- replace the item to the same or similar standard and specification (it can be a different brand);
- pay you the amount of the assessed quote from our preferred repairer if our preferred repairer can complete the repair or replace the damaged content item but you request a cash settlement;

- pay you the amount of the assessed quote from your repairer if we are unable to carry out repairs or replace the damaged contents; or
- settle your claim as a total loss.

When we settle contents claims, we will not pay more than the relevant sum insured or policy limit.

We may offer you a voucher, store credit or stored value card this amount.

## Boat motor claims

We do not cover loss or damage to a boat motor that has been caused or contributed to by wear and tear, deterioration or mechanical breakdown. See 'Things we don't cover' on pages 23 to 32.

In determining if your claim for loss or damage to your boat motor is covered under your policy, we might ask you to authorise a qualified marine mechanic to disassemble your boat motor. If the damage caused to your boat motor is not covered by your policy, then you will be responsible for all costs charged by the marine mechanic. If we accept the claim, these costs will be covered in addition to the cost of the repairs we authorise.

## For Additional covers and Optional covers

If we pay a claim under an additional cover or optional cover, we will also settle your claim in accordance with that additional cover or optional cover.

## Third party claims

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property or caused death or personal injury. This assistance may include:

- providing a more detailed version of events including completing a diagram of what occurred and a statement/affidavit;
- providing copies of any photographs or video of the accident available;
- lodging a police report;
- attending court (only if required).

## Repairs

If we choose to repair your boat, we will repair it to the same condition, standard and specification it was before the incident.

### **When repairing your boat we will:**

- use qualified boat repairers;
- try to obtain parts that are the same as the damaged parts before they were damaged (this may include using aftermarket or recycled parts);
- pay the cost of surface freight or shipping new parts to the repairer but we will not pay the cost of airfreight.

## **Glass repairs**

For glass repairs, we might use glass that is different from the original but the glass and repairs will meet Australian Design Rules.

## **When we cannot match parts**

If we cannot find parts that are the same as the damaged parts before they were damaged we will use the closest match reasonably available to us. If you are not satisfied with what we choose we will pay you the amount of the assessed quote to repair your boat.

## **Unavailable parts**

Where a damaged part is no longer available, we will pay you the last known market price of that part.

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia, we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply.

## **Sub-contracting repairs**

We may sub-contract, and any repairer we authorise to repair your car may sub-contract, some of the repairs. We require our sub-contractors to abide by the same service standards we uphold.

## **When repairing your boat we will not:**

- repair or pay to repair your boat to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault, defect or faulty repairs other than to the extent we are responsible for repairs we authorised under your policy;
- repair or pay to repair pre-existing damage. See 'Contribution to repairs' below.

## **Contribution to repairs**

### **If your boat is less than 2 years old**

We will pay for the cost of repairs using new parts as needed, even if the damaged parts are affected by age, wear and tear.

### **If your boat is aged 2 years or more**

If your boat is aged more than two (2) years:

- we may require you to contribute towards the cost of buying new parts used for repairing your boat if the damaged parts are affected by age or wear and tear;
- we may require you to contribute towards the cost of repairing your boat to modern standards where new electrical components/wiring are required to effect repairs. If you do not want to pay these amounts, we will pay you the amount determined to be the cost of repairs directly related to the accepted claim.

## Boat identification

Where your boat's identification, such as its compliance, build or HIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your boat's identity and that its original identification has been damaged. We will still repair your boat without replacing any damaged identification, unless an alternative form of identification is required by law.

## If your boat is a total loss

### If your boat is less than 2 years old

See 'New boat after a total loss for boats less than 2 years old' on page 38.

### If your boat is aged 2 years or more

If we decide your boat hull, boat motor(s) or boat trailer is a total loss following an incident in the period of insurance, we will pay the amount covered for your boat hull, boat motor(s) or boat trailer shown on your certificate less applicable deductions.

## Deductions from your total loss claim

When we pay you for a total loss of your boat hull, boat motor(s) or boat trailer, we will deduct the following, where applicable, from the amount we pay you:

- excesses;
- unpaid premium including any unpaid instalments for the period of insurance;
- any unused registration (unless we decide to collect this from the relevant authority), in which case you must help us if we ask;
- any input tax credit entitlement, see page 67;
- our estimate of the salvage value.

Where we provide you with a new boat hull, motor or trailer you will have to pay the above applicable deductions to us.

## Boats under finance

When we pay you for a total loss claim, if a credit provider has a financial interest in your boat then we will pay them what they are entitled to (up to the value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage amount.

## Salvaged items

If we settle your claim for your boat or boat contents, you can either:

- assign ownership of any part of your damaged boat or boat contents over to us and we have the right to sell it and keep the proceeds and any refund from registration cancellation (if applicable); or
- keep the salvaged item and we will deduct the salvage value and the value of any remaining registration (if applicable) from the amount we pay you.



## After we pay your claim

### Does your claim affect your cover?

If we replace your boat, repair your boat or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

If your boat is a total loss and you are not entitled to a new replacement boat (see 'New boat after a total loss for boats less than **2** years old' additional cover on page 38), all cover under your policy stops and your policy is comes to an end. There is no refund of the premium.

### Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/ affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

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# 8

## How we settle claims – some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that you are not registered for GST; and
- the excess amount may be different to your excess. Refer to your certificate.

## Example 1 – Total loss

Your boat is comprehensively insured for the amount of \$23,000. In this example your standard excess is \$50. There is a major storm which causes significant damage to your boat hull and motor. Both your hull and motor are more than **2** years old. We have assessed the cost of repairs to be \$22,000. We decide your boat hull and motor are a total loss. The estimated salvage value is \$5,000. You have requested to keep the salvaged items.

What you are claiming		Additional information
Amount covered	\$23,000	Your certificate shows that you have insured your boat for \$23,000.
Less excess payable	-\$50	As your boat has been damaged by a storm, the standard excess in this example applies.
If your insurance was paid through monthly instalments of \$50 per month and there are four remaining monthly payments in the period of insurance when your boat was damaged:		
Less outstanding premium	-\$200	The 4 x \$50 monthly repayments become due when we decide your boat is a total loss. We normally deduct this from the amount we pay to you.
Less salvage value	-\$5,000	When we settle your claim as a total loss you can keep the salvaged item and we will deduct the salvage value.
<b>Total claim</b>	<b>\$17,750</b>	We would normally pay this directly to you. If a credit provider has a financial interest in the boat then we would normally pay your credit provider what they are owed first (up to your amount covered) and pay any balance to you.

Once we settle your claim, all cover on the boat stops and your policy comes to an end. You are retaining the salvage and this has been deducted from your settlement.

## Example 2 – New boat after a total loss for boats less than 2 years

Your boat is comprehensively insured for the amount covered of \$18,000. You pay your premium annually. In this example your standard excess is \$50. Your boat (including the hull, motor and trailer) is stolen from your locked garage and you report this to the police. The boat (including the hull, motor and trailer) is recovered extensively damaged, we decide it is a total loss and you don't want to retain the salvage. Your boat is less than **2** years old and you qualify for the 'New boat after a total loss for boats less than **2** years old' additional cover (see page 38 for details). The cost to replace your boat with a new one made by the same manufacturer that is of the same model and specification is \$19,400.

What you are claiming		Additional information
Cost to replace your hull, motor and trailer	\$19,400	We pay \$19,400 because your boat is less than <b>2</b> years old and you otherwise qualify for the 'New boat after a total loss for boats less than <b>2</b> years old' additional cover (see page 38 for details). We pay this amount directly to the boat dealership.
Less excess payable	-\$50	As your boat was stolen the standard excess applies. You pay your excess directly to us.
Less unexpired registration	-\$150	You can collect this amount from the applicable government authority.
<b>Total claim</b>	<b>\$19,200</b>	

Once we settle the claim, all cover on the boat stops, your policy comes to an end and there is no refund of the premium. The salvage becomes our property and we are entitled to keep the proceeds of its sale.

### Example 3 – Partial damage

Your boat is comprehensively insured for the amount covered of \$15,000. In this example, your standard excess is \$50. Your boat is on its trailer in the driveway of your home. Vandals put graffiti on your boat. We assess the cost of repairs to your boat will be \$7,000.

What you are claiming		Additional information
Damage to boat	\$7,000	We repair your boat to its prior condition.
Less excess payable	-\$50	As your boat was vandalised the standard excess applies. You pay your excess directly to us.
<b>Total claim</b>	<b>\$6,950</b>	We normally pay this directly to the repairer.

### Example 4 – Cover for sailing boats when racing optional cover

Your sailing boat is comprehensively insured for an amount covered of \$13,000 and you have the 'Cover for sailing boats when racing' optional cover shown on your certificate (see page 47). In this example, your standard excess is \$50. You are sailing your boat in a race at your local sailing club when it collides with a buoy, causing damage to your hull. We assess the cost of repairs to your hull will be \$4,300.

What you are claiming		Additional information
Cost of repairs	\$4,300	We repair your boat to its condition before the incident.
Less excess payable	-\$50	As your boat has collided with a buoy, your standard excess applies. You pay your excess directly to us.
<b>Total claim</b>	<b>\$4,250</b>	We normally pay this directly to the repairer.

## Example 5 – Water-skier’s liability optional cover

Your boat is comprehensively insured and you have the ‘Water-skier’s liability’ optional cover shown on your certificate (see page 46). In this example your standard excess is \$50. You and your on-board observer are towing a friend water skiing behind your boat when you misjudge a turn and the skier impacts the trees along the water edge. The skier breaks their ankle and makes a claim for their compensation for the amount of \$8,000. We assess this claim and agree you are liable for these amounts.

What you are claiming		Additional information
Total amount of liability	\$8,000	We assess the claim and agree you are liable. We pay this amount to the injured party.
Less excess payable	-\$50	As you are liable for this claim, the standard excess applies. You pay your excess directly to us.
<b>Total claim</b>	<b>\$7,950</b>	

## Example 6 – Liability cover

Your boat is insured for Third Party cover. In this example the standard excess is \$50. You are involved in a boating accident causing damage to another boat. We determine that you are at fault and liable to pay the cost of repairs for the damage caused to the other boat, which is \$6,750. The damage to your own boat is not covered as you have selected Third Party cover.

What you are claiming		Additional information
Damage to the other boat	\$6,750	We normally pay the cost of repairs directly to the third party claimant or their insurer.
Less excess payable	-\$50	As you are at fault, the standard excess applies. You pay this amount directly to us.
<b>Total claim</b>	<b>\$6,700</b>	

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# 9

## Important things to know – our contract with you

In this section, we set out more important information about your contract with us including:

- information about your premium;
- paying your premium and what happens when your premium is late;
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance;
- what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total amount payable or as an instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your boat to calculate the premium.



Refer to the Boat Additional Information Guide for more information

### Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate.

If we agree, you can pay the premium by monthly instalments, or by half-yearly or quarterly payments.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

### Late annual, half-yearly or quarterly payments

If you do not pay the premium due on renewal by the due date, you will have no cover from the due date, unless we tell you otherwise. If your half-yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy by giving you advance notice of the cancellation.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

## Joint policyholders

When you insure your boat in the names of more than one person, and all of those people are named insured on your certificate, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the boat.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 24).

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled were you to have made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## What happens with cancellations?

### Cancellation by you

You can cancel this policy at any time. For each boat cover cancelled, you will be refunded the unexpired portion of the premium attributable to that boat (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

### Cancellation by us

We can cancel your cover where the law allows us to do so. For each boat cover cancelled you will be refunded the unexpired portion of the premium attributable to that boat (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

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# 10

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

This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

# How to contact us with a complaint

## Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

**By phone:** 13 50 50

**By email:** [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

Complaints can usually be resolved on the spot or within **5** business days.

## Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations Team can assist:

**By phone:** 1300 240 531

**By email:** [idr@apia.com.au](mailto:idr@apia.com.au)

**In writing:** Apia Customer Relations Team, PO Box 14180,  
Melbourne City Mail Centre, VIC, 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

## Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has the authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By phone:** 1800 931 678

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

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

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

## General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

### Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

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# 11

## Words with special meanings

Some words in this policy have a special meaning. It's important to read this section because it can impact how your policy is interpreted.

## Words with special meanings

If a word does not have a special meaning then it just has its ordinary meaning.

### **AAI Limited**

means AAI Limited ABN 48 005 297 807. AFSL No. 230859.

### **Aftermarket part**

means a boat part that is not sourced from the boat's manufacturer.

### **Amount covered**

when used in relation to your boat, it means the maximum amount we will pay for loss or damage to your boat in any one incident, unless we say otherwise in your policy. Deductions may apply, see page 56 for amounts that are deducted on a total loss settlement. The amount covered is shown on your certificate or otherwise in this policy and includes GST.

### **Apia**

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

### **Assessed quote**

means an experienced assessor we appoint assesses the quote from our preferred repairer, or if our preferred repairer cannot complete the repairs, the quote we have asked you to obtain from your own repairer, to make sure it meets industry standards appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

### **Boat**

see page 18.

### **Boat contents**

see pages 19 to 20.

### **Boat hull**

see pages 18 to 19.

### **Boat Insurance Additional Information Guide**

see page 3.

### **Boat motor**

see page 18.

### **Boat trailer**

see page 19.

**Business or commercial activity**

- an activity that earns you income that must be declared to the Australian Taxation Office; or
- hiring or chartering your boat for reward; or
- teaching or tutoring people on or in your boat (whether paid or not).

**Certificate**

means the latest certificate, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

**Excess**

see page 14.

**Family**

means any of the following people if they normally live with you:

- your spouse (including legal guardians), partner or de facto;
- your parents, parents-in-law, grandparents;
- your children, grandchildren, brothers and sisters, including their respective spouses, partner or de-facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of a spouse, partner or de-facto; and
- people who provide care or services to you.

**Fixed**

means permanently built in or installed which if removed would leave a hole or damage behind.

**Flood**

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

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

**Geographic limits**

anywhere on the land and waterways of Australia but only up to **200** nautical miles from the Australian mainland and Tasmanian coasts. See page 21.

**In use**

in relation to your boat means:

- when your boat is being used for its intended purpose, i.e. on the water or in transit either on a purpose built trailer or boat carrier.

in relation to fishing, diving and water-skiing gear, means:

- when your fishing, diving or water-skiing gear is being used for its intended purpose, i.e. fishing, diving or water-skiing activities. It does not include rods being kept in rod holders or this equipment being kept in your boat.

**Incident or event**

is a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

**Limit**

the most you can claim for any one incident. It includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

**Loss or damage**

means physical loss or physical damage.

**Malicious**

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

**Not in use**

your boat hull, boat motor(s) or boat trailer is not being used and is at the place where you normally keep it, or is left unattended elsewhere and there is no-one on, in or with your boat hull, boat motor(s) or boat trailer.

**Observer**

a person on or in your boat responsible to look out for and warn the operator about hazards to water skiers and things towed by your boat.

**Operate/Operated**

driven, controlled or under the charge of.

**Operator**

means the person driving, controlling or in charge of your boat.

**Period of insurance**

means when your policy starts to when it ends. It is shown on your certificate.

**Personal effects**

means belongings normally worn or carried by you or by any member of your family who accompanies you on your boat.

**Policy**

means your insurance contract. It consists of this PDS, any SPDS we have given you and your latest certificate.

**Private use**

means using your boat wholly for personal pleasure or recreational sporting activities and not used for hire, charter or fee or any income earning activity.

**Race or racing**

participating in an organised sailing competition with other boats over a designated distance or route up to **100** nautical miles in total distance travelled.

**Sails**

includes standing and running rigging and protective covers.

**Seaworthy**

in good condition, good working order and able to operate safely and efficiently for the purpose it is designed for (e.g. keep it properly serviced and free of corrosion).

**Superstructure**

means the sides and bottom of your boat that keeps it afloat.

**Tender**

an additional smaller boat designed for commuting to or from your boat. A tender is usually towed behind or carried on your boat.

**Total loss**

see page 56.

**Unattended**

means you are not capable of keeping your boat under observation or observe an attempt to interfere with it.

**Unseaworthy**

not in good condition, not in good working order or unable to operate safely and efficiently for the purpose it is designed for. Examples of unseaworthy would be a damaged or extensively rusted boat hull, or boat motor with known mechanical issues.

**We, our, us and Apia**

means Apia on behalf of the insurer, AAI Limited.

**You, your**

the person or people shown as the insured on your certificate.

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This insurance is issued by  
AAI Limited  
ABN 48 005 297 807 AFSL No. 230859  
GPO Box 756, Melbourne, VIC, 3001

**How to contact Apia:**

By telephone: **13 50 50**

Via email: [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

On the web: [apia.com.au](http://apia.com.au)

In writing: GPO Box 756, Melbourne, VIC, 3001

**13 50 50**  
[apia.com.au](http://apia.com.au)



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