



NAUTILUS MARINE

BOAT INSURANCE

Nautilus Marine Premium Pleasure Craft

Product Disclosure Statement



nautilusinsurance.com.au

Preparation Date: 30th July 2021 | Effective date: 5th October 2021

 Land  Load  Sea

 NM Insurance
Powered

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Introduction

ABOUT NM INSURANCE AND ITS SERVICES

Nautilus Marine Insurance is a business name of NM Insurance Pty Ltd ABN 34 100 633 038 AFS Licence Number 227186 (in this document referred to as NM Insurance). NM Insurance is an underwriting agency and has been given a binding authority by the insurer, ZAIL and which allows it to arrange and administer this Policy (within the terms of the binding authority). In doing so NM Insurance acts for ZAIL and not You. NM Insurance provides general advice on and arranges and administers this Policy under its own AFS Licence. Any general advice is provided on behalf of NM Insurance and does not take into account Your objectives, financial situation or needs so consider whether this product is appropriate for You having regard to these things.

Our contact details are:

NM Insurance

Level 7, 99 Walker Street, North Sydney NSW 2060

Telephone: (02) 8287 3790

Email: customerservice@nminsurance.com.au

Facsimile: 02 8287 3799

ABOUT THE INSURER

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

This PDS and the information We send You about Your cover is designed to be simple and straight forward to make it easy for You to understand what is included in Your cover and what isn't. So that You understand exactly what this Insurance covers and does not cover, make sure You read this Product Disclosure Statement ("PDS") and the policy wording ("Policy") which is found from page 14 onwards of this document.

This Insurance has been designed by Nautilus in conjunction with Boat owners like You, which is simple and easy to understand cover to protect You in the event of a Loss such as a collision, sinking, fire, storm or theft. Plus We give You added benefits, to help You get back out on the water sooner.

Terms, conditions, limits and exclusions apply. You need to read all of the information provided by Us on this insurance to properly understand the cover provided.

Your Certificate of Insurance which we will give You also sets out limitations to your insurance cover as well as the insurance cover You have selected.

COOLING OFF PERIOD

If You decide that this insurance does not meet Your needs, for whatever reason, and You have not made a claim, You can return the Policy within 21 days of the start of Your insurance. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover).

WHICH TERMS FORM PART OF YOUR POLICY

So that You understand exactly what Your Boat insurance covers and does not cover, make sure You read the PDS, cover sections as well as the limits and exclusions that apply and which are found in the PDS and the Policy.

Please also note that as We have combined the PDS with Your Policy, the terms and conditions found in the PDS form part of Your coverage terms. In the event of any conflict between the terms and conditions found in the PDS and the Policy terms and conditions, the terms and conditions of the Policy will prevail.

QUERIES AND CHANGES

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please:

- contact Your insurance broker or insurance advisor
- call 1300 780 533
- email customerservice@nautilusinsurance.com.au
- write to Nautilus Marine Insurance at Level 7, 99 Walker Street, North Sydney NSW 2060
- visit www.nautilusinsurance.com.au
- for claims call 1300 996 110

A Summary of Your Cover

You will only be entitled to the cover provided by this insurance for which You have paid the applicable premium and which is shown on Your Certificate of Insurance.

There are limits to the cover provided and while some of these are fixed, others may be extended by simply notifying Us of the items You own and their value.

Certain words have defined meanings You need to understand and which are detailed in the definition section of the Policy.

The Policy is subject to terms, conditions, limitations, special provisions, and exclusions. It is important that You read the Policy carefully to familiarise Yourself with these provisions. Specifically, please take special note of the following matters.

- The Policy Wording contains a Definitions section and General Conditions that apply to this insurance.
- There are some circumstances where cover cannot be provided. These are covered in the Policy Wording.
- There are some Exclusions applicable to all sections of the Policy listed in the General Exclusions.

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read this PDS and Policy in full to properly understand the cover provided.

In addition to assist with Your decision to purchase this cover and to manage Your expectations in the event of a claim We believe it is important to highlight some important terms and the main areas where cover is or is not available or where limited cover is available under this Policy, regardless of the situation. These are detailed below.

Depending on Your insurance needs, You may elect to take out one or more of the following covers:

PROPERTY COVER

Coverage against risks of direct Physical Loss or Damage to Your Boat and its Contents and Personal Effects while on board Your Boat caused by an Occurrence. This coverage is subject to the Geographic Limits and all Policy terms, Policy conditions, Policy exclusions and written endorsements.

LEGAL LIABILITY COVER

Coverage for Damages You may become legally obligated to pay for Bodily Injury or Property Damage arising from the ownership, operation, maintenance or use of Your Boat and caused by an Occurrence covered in this Policy and subject to the Geographic Limits. This coverage is also subject to all Policy terms, conditions and exclusions.

PERSONAL ACCIDENT COVER

In the event of: death; or an injury causing permanent and total Loss of:

- sight of an eye;
- the use of a limb; or
- the thumb or any finger,

caused directly and solely by an Occurrence while You are using Your Boat for private pleasure purposes or voluntary rescue work, We will indemnify You for a fixed sum specified in the Policy wording and Your Certificate of Insurance.

Applying for Cover

When You apply for this insurance, You will need to complete a proposal. We will use and rely on the information supplied by You to decide the terms of cover We will provide.

You are responsible for deciding the amount of Your Sum Insured. If You are having difficulties working out the values please seek the advice of a Boat or yacht broker.

Your Boat can be insured on the following bases:

Agreed Value

BOATS UP TO 2 YEARS OF AGE

When You have purchased a brand new Boat through a professional Boat or yacht brokerage when You purchase or renew Your insurance in the 2 calendar years from the date You purchased Your Boat We will agree to insure Your Boat for the purchase price paid . However we will only insure Your Boat for its purchase price during the 2 year period from the date of purchase. After You have owned Your Boat for 2 years the Policy will insure Your Boat for its Market Value.

At any time after purchasing this insurance, including at any time when Your Policy insures Your Boat for its Market Value, You can contact Us and request that Your Boat be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Boat for, and the additional premium, if any We will require . If You do not insure Your Boat for an Agreed Value Your Policy will insure Your Boat for its Market Value.

The purchase price and date of purchase of Your Boat must be advised to Us at the time of entering into the Policy.

BOATS OVER 2 YEARS OF AGE

Where Your Boat is older than 2 years of age, when You purchase or renew Your insurance

- if You have owned the Boat for less than 2 years, We will insure Your Boat for the purchase price paid by You whilst You have owned the Boat for less than 2 years and thereafter at the value we have agreed at the start of Your Policy or at any subsequent time to be the Agreed Value. Your purchase price of the Boat will be the Agreed Value of the Boat until it has been owned by You for 2 years and thereafter the Agreed Value shown in Your Certificate of Insurance or endorsement to the Policy and where no amount is shown for the Agreed Value, the Market Value will be the Agreed Value. The purchase price and date of purchase must be advised at the time of entering into the Policy.
- If You have owned the Boat for more than 2 years, the amount We agree with You to be the Agreed Value which will be shown on Your Certificate of Insurance.

If We cannot agree on the Sum Insured value with You, the Policy We will insure Your Boat for its Market Value.

At the end of 2 calendar years from the date You purchased Your Boat , the Policy will insure Your Boat for it's Market Value.

You can contact Us at any time and request that Your Boat be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Boat for, and any additional premium We will require. Where You do not insure Your Boat for an Agreed Value Your Policy will operate on a Market Value basis and Your Boat will be insured for its Market Value.

Market Value

In the event of a Total Loss, We will pay up to the Market Value of Your Boat, but never more than the Sum Insured shown on Your Certificate of Insurance.

Your Policy with Us is made up of:

- this PDS;
- Your Certificate of Insurance; and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements issued by Us.

We provide cover to You on the terms contained in these documents and any other document that We tell You forms part of the terms and conditions of Your cover, including Your Certificate of Insurance.

Your Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your insured property and the cover selected by You, the Excess(es) that will apply to You and others and whether any standard terms have been varied by way of endorsement.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

If You are not eligible for cover under this Policy, then You can see if there are alternative options by contacting either the National Insurance Brokers Association or the Insurance Council of Australia. If You are not happy with Our reasons as to why You are not eligible for cover, You can lodge a complaint with Us by following the complaints procedure outlined in this PDS.

Determining Your Premium

When You buy Your insurance, We tell You the premium You must pay and show it on Your Certificate of Insurance.

To determine Your premium We consider factors such as the cover You want, the Boat You want to insure, the limits and Excesses that will apply, Your insurance history and whether You are paying by instalments or not.

It also includes an administration fee and amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

We will reward You with a no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent pleasure craft related claim. We tell You what Your discount is when You apply for the Policy. The discount applies to premium only and does not apply to our administration fee or compulsory government charges, taxes or levies that are calculated by reference to the premium charged.

However, a minimum premium applies. This means that Your discounted premium, after taking into account Your no claim bonus, cannot be less than the minimum premium payable. If You hold the Policy with Us for three consecutive years and make no claims, We will apply Our maximum no claim bonus discount for all future renewals of the Policy with Us.

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Under the Insurance Contracts Act 1984 (Cth) You have a duty to take reasonable care not to make a misrepresentation to Us. This duty applies when You enter into, renew, extend or vary this contract of insurance.

Before You enter into, renew, extend or vary this contract of insurance We will ask You questions that are relevant to Our decision to insure You and on what terms. When You answer the questions You must not give a false or misleading account of matters. Your response should tell Us everything that You know about the question. Your response is relevant to whether We offer You insurance and the terms that are offered.

It is important You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

Consequences of failure to take reasonable care not to make a misrepresentation

If You do not take reasonable care not to make a misrepresentation to Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to take reasonable care not to make a misrepresentation to Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Circumstances relevant to Your duty

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If We know, or ought to know about Your particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether You have taken reasonable care not to make a misrepresentation to Us.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- (a) the type of consumer insurance contract in question, and its target market;
- (b) explanatory material or publicity produced or authorised by Us;
- (c) how clear, and how specific, the questions We asked were;
- (d) how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- (e) whether or not an agent/insurance broker was acting for You;
- (f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because You:

- (g) failed to answer a question; or
- (h) gave an obviously incomplete or irrelevant answer to a question.

Making a Claim

WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most. Nautilus has been appointed to administer and settle claims. Nautilus' handling of Your claim will be in accordance with the requirements set out under the General Insurance Code of Practice (see below). You should contact Us to make a claim.

THE FINANCIAL CLAIMS SCHEME

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich is subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at <http://www.fcs.gov.au>

GENERAL INSURANCE CODE OF PRACTICE

The insurer is a signatory to the General Insurance Code of Practice (the Code) and NM Insurance also proudly supports the Code.

The objectives of the Code are:

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

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

Further information about the Code or the Code Governance Committee and Your rights under it is available at www.insurancecouncil.com.au/cop or by contacting Us.

How We Resolve Your Complaints

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Us or Your intermediary to initiate Your complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 1300 996 110. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with Our initial response, You may access Our internal dispute resolution process. Please refer to Our website for details of Our internal dispute resolution process.

We expect that Our internal dispute resolution process will deal fairly and promptly with Your complaint, however, You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au.

Freecall: 1800 931 678 (free call)

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

Other Important Information

CONTACTING US

If You need to contact Us for any reason about Your insurance or to obtain confirmation of any Policy transaction, please call Us on: 1300 780 533.

UPDATING THIS PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law.

We will issue You with a new PDS or Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

DISTRIBUTORS' REMUNERATION

Distributors such as Your Insurance Broker may receive a commission whenever You enter into a Policy arranged by them (including renewals and some variations which increase the premium payable). The commission excludes GST and is a percentage of underwriters base premium (i.e. premium excluding the amounts included by the underwriters in relation to applicable stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium. In addition the distributors must also provide You with details of the complaints resolution process outlined in the PDS.

HOW NAUTILUS IS REMUNERATED FOR THE SERVICES PROVIDED

Nautilus also receives a commission whenever You enter into a Policy (including renewals and some variations which increase the premium payable).

ZAIL may also advance NM Insurance other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance Nautilus may be paid a profit share amount in relation to such insurance entered into in each annual period. The amount Nautilus can receive is a percentage of the net profit amount (if any) which is determined by Us and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the policies (e.g. taxes and charges on the Policy, reinsurance costs, claims payments, commission paid and administrative costs) over a 12 month period.

If there is no net profit in the annual period, Nautilus receives no profit share. Any profit share amount is paid 3 months after the annual period ends.

Nautilus will also charge You an administration fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the premium and is shown on Your Certificate of Insurance.

Nautilus' staff receive an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

REMUNERATION PAID TO REFERRERS

Nautilus will in some cases pay a pre agreed fee and/or a commission which is a percentage of the premium to persons who refer You to it if You buy the insurance.

The amount paid will depend on the person who refers You and their level of involvement in the transaction.

FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits Nautilus, its distributors or referrers receive, please ask for it within a reasonable period after You receive this document and before this insurance is issued to You.

How We Protect Your Privacy

ZAIL and NM Insurance are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the “Act”) and the Australian Privacy Principles (APPs).

In this section dealing with Privacy, “We”, “Our” and “Us” refers to both ZAIL and NM Insurance.

Further information about Our Privacy Policies is available at:

- for NM Insurance at: www.nminsurace.com.au or by contacting NM Insurance at customerservice@nminsurace.com.au or on 1300 376 959.

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals You provide information about.

Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You (“Your details”) to assess applications, administer policies, contact You, enhance Our products and services and manage claims (“Purposes”). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich’s Privacy Policy, available at www.zurich.com.au or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

Nautilus Marine Premium Pleasure Craft Insurance Policy

This Policy together with Your certificate of insurance and endorsements, if any, complete the policy.

Part I - The Boat Insurance Contract

The Product Disclosure Statement (PDS), this Policy, Your Certificate of Insurance and any endorsements that may be issued from time to time, set out the contract between You and Us. They should be read as one document. You agree to pay the premium shown on Your Certificate of Insurance and comply with Your responsibilities described in this Policy.

The PDS, the Policy, Your Certificate of Insurance and any endorsements that are issued, describe the terms and conditions of Our contract with You. You should consider all documents together as one, and read it carefully to determine Your rights and duties, and what is and is not covered.

It is important that You refer to the terms and conditions of this policy for full details of cover.

1. This document contains Your insurance Policy terms and conditions. It is important that You read and understand it and retain it in a safe place.
2. Please inform Us promptly of:
 - a. any change in Your address; and/or
 - b. any change in the storage type and location or mooring type and location of Your Boat;
 - c. any other changes affecting You, Your Boat, or any Insured Person which will require an alteration to the Policy.

With your best efforts provide Us immediately upon receipt with any demand letters, letters of representation, suit papers and other documents that will help Us defend any Insured Person.

Part IA - Your Obligations

KEEP INSURED PROPERTY IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECT THEM

You must maintain Your Boat, Trailer, Equipment and Accessories in a good state of Repair and condition.

Any Loss or Damage caused by poor maintenance is not covered under the Policy. You must also make reasonable efforts to protect Your Boat, Trailer, Equipment and Accessories from any Loss or Damage.

If You make a claim and knew about something that could cause Loss or Damage to Your property and You did not make reasonable efforts to avoid it before the Loss, or Damage occurred, then Your claim may not be paid. If You do suffer Loss or Damage You must also make reasonable efforts to prevent any further Loss or Damage.

KEEP PROOF OF OWNERSHIP AND VALUE

When You make a claim for Loss or Damage, We will require proof that You owned the item/s and of its value/s or Your claim may not be paid.

You must tell Us if You modify Your Boat or change its normal storage or mooring location or if there is a material change in the use of Your Boat.

If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may alter the terms and conditions of the Policy and this may involve the payment of an additional premium. Alternatively We may cancel the Policy or decide not to offer renewal.

ENSURE THAT YOUR PREMIUMS ARE ALWAYS PAID

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

TELL US IF THERE IS A TRANSFER OF INTEREST

If Your Boat is sold, transferred to a new owner, or there is a change in any interest in the ownership of Your Boat, the Policy will no longer cover Your Boat from the time of such sale, transfer or change of ownership. We will cover Your replacement Boat in accordance with the replacement Boat cover of this Policy.

MEETING YOUR OTHER OBLIGATIONS

You will need to meet other conditions of the Policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the Policy.

Part II – Definitions

Words with special meanings are defined here or in the part of the Policy where they are used. Throughout the Policy, defined terms will be capitalised when used with the intent to have special meaning, even where those terms are used in the singular, plural or possessive.

In this Policy, the words “You”, “Your”, and “Yours” refer to the person or legal entity named on Your Certificate of Insurance as the named insured, who are owners of Your Boat (including any natural person who is a shareholder, partner, member of that legal entity or owner of such legal entity by any other name and in the case of a trust is named or identified as a beneficiary of that trust). The words “We”, “Us”, “Our” and “ours” means NM Insurance Pty Ltd ABN 34 100 633 038, AFS Licence Number 227186 acting as an agent of the insurer under a binder agreement.

- **Accidental Damage:** means accidental destruction, Loss or damage to Your Boat during the Period of Insurance caused by any event not specifically excluded.
- **Berth:** means a permanent pen for Your Boat within a marina or a private pontoon. It does not include any other type of mooring.
- **Boat:** means the Boat described on Your Certificate of Insurance, including Hull, Motor(s), Trailer, fixtures and fittings, mast, spars, rigging and sails, its Contents, Equipment & Accessories, and all other items used in the operation or navigation of the Boat, or Boats listed on Your Certificate of Insurance, including their designated Tenders.
- **Bodily Injury:** means physical harm or injury to persons, including sickness or disease resulting from physical harm, injury or death.
- **Certificate of Insurance** means Your current Certificate of Insurance We give You stating details of the cover You have bought which forms part of this Policy.
- **Collectibles:** means private collections of rare, unique or novel items of personal interest, including memorabilia.
- **Contents:** means any items not used in the operation or navigation of Your Boat but kept and used exclusively on board, including, but not limited to Your Water Sports Equipment, clothing, loose furniture, dishes and computer hardware. Contents does not include property of guests or Crew Members, Fine Arts, precious stones, gold or silver, jewellery, money, cheques, credit cards, debit cards, or bankcards or any stocks, bonds, notes, mortgages, mobile phones, cameras, game consoles or any intangible property.
- **Crew Member:** means any person employed by You or on Your behalf under an employment agreement to serve as a Skipper or as a Crew Member on board Your Boat and who is in the service of Your Boat at the time of a covered Loss. Crew member does not include an individual employed by You solely for the purpose of doing maintenance, service, Repair or inspection or other work on board Your Boat while it is at anchor, moored, tied up at a dock or in a Repair facility or during navigational tests or sea trials.
- **Damages:** means the sum of money required to satisfy a claim for compensatory Damages by a third party against an Insured Person, whether settled or agreed to in writing by Us or resolved by arbitration or final judicial proceedings. Damages do not include punitive Damages, fines, penalties, consequential Damages or sanctions.
- **Equipment & Accessories:** means Marine Electronics, Boat covers and canopies, batteries, portable fuel tanks, safety equipment carried on Your Boat in accordance with statutory requirements, and any other items that are portable and not permanently attached to Your Boat that are manufactured and intended solely for use on Your Boat that are portable and not permanently attached to Your Boat.
- **Excess:** means the amounts You will bear in respect of each Occurrence and/or instance of Physical Loss or Damage, and for which there will be no payment under this Policy. The Excess applicable to each Occurrence will vary depending on the part of the Policy which applies to Your claim made for that Occurrence. The Excess applicable to each part of this Policy is shown on Your Certificate of Insurance. In the event more than one part of this Policy applies to Your claim, then the claims under those coverages shall be subject to the highest single Excess applicable to any one (1) such claim.

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- Fine Arts: means paintings, etchings, statuary, antiques, Collectibles and other bona fide works of art with historical value or artistic merit. Jewellery, watches and furs are not included within the meaning of Fine Arts.
 - Geographic Limits: means the geographic territory shown on Your Certificate of Insurance within which Your Boat must be located at the time of any Occurrence in order for this insurance to apply. Unless otherwise shown on Your Certificate of Insurance, the Geographic Limits of Your Policy are 250 nautical miles off mainland Australia and Tasmania. All cover provided by this Policy will automatically lapse when Your Boat clears Australian Customs and Immigration for the purpose of leaving Australian waters and will recommence when it clears Australian Customs and Immigration on return.
 - Hull: means the shell of the Boat(s), deck, fixtures and fittings either on or below deck that are not normally removable and would normally be sold with the Boat(s).
 - Insured Person: means:
 - a. You;
 - b. An additional insured named in the Policy; or
 - c. Any person, including a Crew Member, operating Your Boat with Your permission, but only with respect to their legal liability arising out of such operation. Sub clause c does not include any person, company or other business entity, or any of their agents or employees, operating a shipyard, Boat Repair yard, marina, Boat club, sales agency, Boat service station or similar organisation.
 - Latent Defect: means a hidden flaw in the material of construction existing at the time of original building of Your Boat or any additional or replacement parts, components or systems of Your Boat, which is not discoverable by ordinary observation, known methods of testing or inspection.
 - Lay Up: If Lay Up is shown on Your Certificate of Insurance, it means the period nominated by You during which You do not use Your Boat and You keep it on its Trailer at the address shown on Your Certificate of Insurance.
 - Marine Electronics: means electronic equipment attached to Your Boat that is portable or is permanently attached to Your Boat such as electronic navigation equipment, depth sounders, marine radios and transceivers, fish finders. Marine Electronics does not include laptops or computers.
 - Marine Environmental Damage: means the unintended physical injury to or alteration or destruction of coastal or marine habitat through physical contact with Your Boat including its fuel, lubricants, or similar products used in the operation of Your Boat.
 - Market Value: the value of an item of property determined by taking its replacement value and with allowance for depreciation at the time and place of Physical Loss or Damage. Where Your insured item has no comparable of equivalent functionality and value with which it could be readily compared or replaced at the time of the assessment of Market Value, due to that insured item having become obsolete or only available with enhancements that were not present on the insured item, this shall be taken into account by Us when calculating the Market Value.
 - Motor: means stern drive units, inboard and outboard engines as described on Your Certificate of Insurance and includes the propeller, outdrives, saildrives, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, control cables, IPS Units, Joystick management systems and generator/s.
 - Named Cyclone: means a cyclone that has been given a name by the Bureau of Meteorology in Australia, or equivalent body if the cyclone is named outside of Australian waters.
 - Occurrence: means a sudden, unexpected and accidental event to which this insurance applies which happens within the Period of Insurance. An Occurrence caused by the same, repeated general harmful condition that results in an Occurrence within the Period of Insurance, unless an excluded cause of Loss, is considered to be one (1) Occurrence.
 - Personal Effects: means any personal items normally worn or carried about the person; including items of Your guests or Crew Members whilst they are on board Your Boat. It does not include portable Marine Electronics, money, jewellery, mobile phones, portable computers or tablets, Fine Arts, firearms, cheques, credit cards, consumables, debit cards, bankcards or any intangible property.
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- **Personal Watercraft:** means any vessel less than thirteen (13) feet in length propelled by an inboard Motor powering a water jet pump designed to be operated by a person or persons sitting, standing or kneeling on the vessel rather than within the confines of a Hull.
- **Physical Loss or Damage:** means actual physical harm to or destruction of tangible property insured under this Policy.
- **Policy:** means Your Nautilus Marine Premium Pleasure Craft Insurance Policy and PDS and the most recent Certificate of Insurance and any written endorsements issued to You by Us.
- **Period of Insurance:** means the period commencing on the effective date shown on Your Certificate of Insurance. This period ends on the earlier of the expiry date shown on Your Certificate of Insurance or the effective date of cancellation of this Policy. All Physical Loss or Damage, Property Damage, Bodily Injury and all Occurrences giving rise to any claim under this Policy must occur during the Period of Insurance. If anyone becomes an Insured Person under this Policy after the effective date, then in respect of that Insured Person, the Period of Insurance begins as of the date such person becomes an Insured Person and ends on the earlier of the expiry date or the effective date of cancellation of this Policy or when such Insured Person no longer meets the definition of an Insured Person.
- **Property Damage:** means direct physical harm to or destruction of tangible property of persons other than an Insured Person.
- **Reasonable Costs:** means the amount of money, which would be paid by a prudent purchaser for the products, services, or property provided. It does not include any additional costs incurred in order to have Repairs or any other work performed on an accelerated basis.
- **Repair or Replacement:** means the Reasonable Cost of Repairs or Replacement, in accordance with quality marine re practice, less depreciation.
- **Skipper:** means any person employed by You or on Your behalf under an employment agreement naming such person as the Crew Member to be in charge of the shipboard management and navigation of Your Boat.
- **Sum Insured:** means:
 - for a Market Value Policy, the Market Value of Your Boat at the time of the Occurrence or the value shown on Your Certificate of Insurance, whichever is lesser;
 - for an Agreed Value Policy, the value of Your Boat as shown on Your Certificate of Insurance.
- **Tender:** means a vessel that is stowed and carried on board Your Boat and used solely in conjunction with Your Boat and is clearly marked and identified as Tender to Your Boat.
- **Trailer:** means the insured vehicle shown on Your Certificate of Insurance that is used for the transportation of Your Boat.
- **Water Sports Equipment:** means equipment owned by You, inclusive of fishing equipment (i.e. rods, reels, tackle and other similar equipment used for recreational fishing), diving equipment (i.e. tanks, regulators, fins, snorkels, buoyancy compensation devices and other commercially manufactured equipment used for recreational diving) and Water Skiing or Aquaplaning equipment (i.e. water skis, wakeboards, kneeboards, vests, ropes and other professionally designed and manufactured equipment for the purpose of Water Skiing, Aquaplaning or Wakeboarding behind Your Boat, but not including flyboards or any other aerial device).

Headings (including headings that are underlined and/or in bold) are included for ease of reference and convenience only and shall not affect the interpretation of the Policy.

Part III – Property Coverage

A. INSURING AGREEMENT

This Policy covers You against risks of direct Physical Loss or Damage to Your Boat, its Contents, and Personal Effects while on board Your Boat caused by an Occurrence. This coverage is subject to the Geographic Limits and all Policy terms, Policy conditions, Policy exclusions and written endorsements.

B. AMOUNT OF PROPERTY COVERAGE

The coverage limit for Your Boat is Your Boat's Sum Insured.

C. PAYMENT OF A LOSS

For a covered Loss, We will pay as follows:

Total loss or constructive total loss of Your Boat We will pay Your Boat's Sum Insured if:

- a. Your Boat is stolen, lost or destroyed and not recovered; or
- b. the estimated Reasonable Cost of recovery and Repair of Your Boat is more than the Boat Sum Insured.

We will not pay for any Physical Loss or Damage not Repaired if Your Boat is subsequently lost, destroyed or declared a constructive total Loss as determined under a. and b. above, whether or not such unrepaired Physical Loss or Damage is due to a Loss covered under this insurance or any prior Policy of insurance issued by Us.

We will pay all sums awarded by a court to voluntary salvors or those acting under a salvage agreement providing for a salvage award on a no cure, no pay basis. However, We will pay salvage awards up to the value of the remains of Your Boat.

We will pay no more than the Sum Insured for the aggregate of partial Damages, expenses and salvage awards arising from any one (1) Occurrence.

When We pay a total or constructive total Loss, We reserve the right to keep the remains of Your Boat or its proceeds, if any, up to the amount of such payment.

- Partial Damage to Your Boat

If Your Boat is partially damaged, We will pay the Reasonable Costs to Repair Your Boat to as near as possible to its Market Value, appearance, and condition immediately prior to the Occurrence, with materials of like kind and quality. The most We will pay is Your Boat's Sum Insured. We will not pay for any improvement or betterment to Your Boat.

For a covered Loss to Your Motors, if Your Motors are five years of age or less, We will pay the Reasonable Costs to Repair or replace Your Motors without deductions for depreciation up to the Market Value of Your Motors.

When We pay a partial Loss, We reserve the right to keep the remains, or the proceeds of sale, of any parts removed from Your Boat in connection with the Repair of a partial Loss, if any, up to the amount of such payment.

- Subrogation

We shall acquire all Insured Persons' full rights to recovery and shall be entitled to subrogation against all parties responsible for any Occurrence giving rise to a total, constructive total or partial Loss covered by this insurance to the full extent of any payments We make under this section. Subject to any applicable laws, Our rights of recovery and subrogation shall be superior to any other rights of any Insured Person to recover and shall supersede any Insured Person's rights to compensation arising from an Occurrence.

We shall bear all costs and expenses of Our claims for subrogation and recovery, including legal fees, and shall have full authority to compromise and release Our claims and rights of subrogation without consultation with or agreement by any Insured Person.

All Insured Persons agree to provide their full cooperation with and assistance to Our efforts to make a recovery. This includes, but is not limited to the provision of their testimony under oath at depositions and at trials (and to travel for those purposes upon Our request and with reimbursement of reasonable expense), access to physical evidence, including the Boat and its parts and components, for examination and testing, along with documents and electronic data, and to assist in obtaining testimony under oath at depositions and at trials of other witnesses including current and former Crew Members, Boat managers and other employees and contractors of any Insured Person.

- Government Action

We cover direct Physical Loss or Damage to Your Boat caused by the actions of any government authority in an attempt to mitigate or prevent an actual or potential pollution hazard or otherwise acting within their authority for the public good resulting in direct Physical Loss or Damage to Your Boat, which is a covered Loss. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Temporary Removal and Storage

Your Boat's masts, spars, sails, Tenders, Motors, equipment and accessories, and Contents are insured against direct Physical Loss or Damage while in temporary storage on land, including while in transit to or from Your Boat, up to a limit of \$10,000.

Unless otherwise agreed in the Policy, the Excess will be the basic Excess shown on Your Certificate of Insurance.

- Physical Loss or Damage to Contents of Your Boat For a covered Loss to the Contents of Your Boat, We will pay whichever is less:

- a. The Market Value of the lost or damaged Contents; or
- b. the Reasonable Cost to restore or Repair the damaged Contents to pre-loss condition.

We will cover You for Physical Loss or Damage to wine and alcohol on board Your Boat provided it is caused by an Occurrence. This cover is limited to \$500 any one item and a maximum of \$10,000 any one event. Proof of ownership will be required to substantiate any claim payable under this coverage.

Unless otherwise agreed in the Policy, the Excess for this coverage is \$500.

We will cover You for spoilage of perishable food items on board Your Boat provided that the spoilage is caused by an Occurrence. This cover is limited to a maximum of \$1000 any one Occurrence. Unless otherwise agreed in the Policy, no Excess will apply if the claim is restricted to the spoilage of perishable food items only.

The Contents cover limits provided by the Policy are not payable over and above the Sum Insured in the event of a total and/or constructive total Loss.

- Physical Loss or Damage to the Equipment and Accessories of Your Boat

For a covered Loss to the equipment and accessories of Your Boat, We will pay whichever is less:

- a. The Market Value of the lost or damaged equipment and accessories; or
- b. The Reasonable Cost to restore or Repair the damaged equipment and accessories to pre-loss condition, for a covered Loss to Your Marine Electronics, We will replace Your Marine Electronics on a new for old basis if they are three (3) years of age or less.

The equipment and accessories cover provided by the Policy is not payable over and above the Sum Insured in the event of a total and or constructive total Loss.

Unless otherwise agreed in the Policy, the Excess for Physical Loss or Damage to the equipment and accessories of Your Boat is \$200.

- Overland Transportation

We cover direct Physical Loss or Damage to Your Boat incurred during overland transport on Your Trailer within the Commonwealth of Australia (or elsewhere if specifically approved and noted on Your Certificate of Insurance), including loading and unloading and including incidental transport via commercial ferry, provided that the Trailer and towing vehicle have sufficient towing capacity to transport Your Boat as rated by their manufacturers, the tow complies with all applicable legal requirements and it is legal to tow such a load on a public road or highway.

We will also cover incidental movement of Your Boat in connection with slipping, hauling, dry-docking, maintenance or Repair at a marina or shipyard where movements do not exceed a distance of ten kilometres overland.

Unless otherwise agreed in the Policy, the basic Excess shown on Your Certificate of Insurance will apply.

- Personal Effects

We will pay up to the Personal Effects coverage limit, the lesser of the following three alternatives:

- a. The Reasonable Cost to replace the lost or damaged personal effect; or
- b. The Reasonable Cost to restore or Repair the damaged personal effect to its pre-loss condition; or
- c. Their Market Value at the time of the Occurrence.

The maximum limit for any one (1) item belonging to You and Your guests under the Personal Effects coverage is \$2,000. The maximum limit for any one item belonging to a Crew Member under the Personal Effects coverage is \$500. The coverage limit per Occurrence for Personal Effects is \$20,000 in the aggregate unless otherwise shown on Your Certificate of Insurance.

Personal effects coverage shall apply to Your Personal Effects and those of Your guests and Crew Members while those Personal Effects are on board Your Boat.

Proof of ownership will be required to substantiate any claims for Personal Effects.

The Personal Effects cover limits provided by the Policy are not payable over and above the Sum Insured in the event of a total and or constructive total Loss.

Unless otherwise agreed in the Policy, the Excess for Personal Effects coverage is \$200.

- Water Sports Equipment

We will pay up to the Water Sports Equipment coverage limit, the lesser of the following three alternatives:

- a. The Reasonable Cost to replace the lost or damaged Water Sports Equipment; or
- b. The Reasonable Cost to restore or Repair the damaged Water Sports Equipment to its pre-loss condition; or
- c. Their Market Value at the time of the Occurrence.

The maximum limit for any one (1) item belonging to You and Your guests under Water Sports Equipment coverage is \$2,000. The coverage limit per Occurrence for Water Sports Equipment is \$20,000 in aggregate unless otherwise noted on the Certificate of Insurance.

Water Sports Equipment coverage shall only apply to Your Water Sports Equipment while on board Your Boat.

Proof of ownership will be required to substantiate any claims for Water Sports Equipment.

The Water Sports Equipment cover limits provided by the Policy are not payable over and above the Sum Insured in the event of a total and or constructive total Loss. Unless otherwise agreed in the Policy, the Excess for this coverage is \$200.

EXCESSES

The Excess shown on Your Certificate of Insurance is the amount of a covered Loss You will bear for each Occurrence and for which there will be no payment under this Policy. Unless otherwise agreed in the Policy, the Excess shown on Your Certificate of Insurance will not apply in the event of a total or constructive total Loss of Your Boat.

Unless otherwise agreed in the Policy, in the event of Physical Loss or Damage to Your Boat whilst Berthed at its usual Berth as shown on Your Certificate of Insurance the Excess shown on Your Certificate of Insurance will not apply.

In the event of Physical Loss or Damage to Your Boat caused by a Named Cyclone, a Named Cyclone Excess of \$5,000 or 5% of the total claim, whichever is greater, will be applied. This Excess will apply in the event of a Partial, Total and/or Constructive Total Loss. This Excess will not apply if Your Boat is secured ashore on its own Trailer and reasonable care has been taken to protect Your Boat from the Named Cyclone.

If Your Boat is under 10 meters in length overall and designed to be legally trailered on its own Trailer, in the event of Physical Loss or Damage to Your Boat caused by submersion an Excess of \$2,000 will apply in the event of partial, total, and/or constructive total loss. This Excess will not apply if at the time of the Occurrence Your Boat is either kept in a Berth, on its own Trailer, or has only been left unattended for less than 24 hours.

Unless otherwise agreed in the Policy, in the event of Physical Loss or Damage to Your Tender only, there shall be no Excess applied.

In the event of direct partial Physical Loss or Damage to Your Boat solely caused by the fault or neglect of a third party not insured under this Policy, there shall be no Excess applied to such Loss provided You can identify the third party (name, address and telephone number and their Insurance company (if any)) who was at fault. When one (1) Occurrence gives rise to claims under Boat, Motor, Contents, Equipment and Accessories, watersports equipment and/or Personal Effects coverages, the claims under those coverages shall be subject to the highest single Excess applicable to any one (1) such claim.

D. ADDITIONAL PROPERTY COVERAGE

Unless otherwise agreed in the Policy, the following additional property coverage is provided in addition to the Sum Insured. This additional coverage is subject to all Policy terms, conditions and exclusions.

- Safeguarding Damaged Property

If a covered Loss occurs, every Insured Person must take all lawful and reasonable measures, including making or arranging for temporary Repairs, to protect the covered property from further damage and mitigate any Loss payable under this Policy.

After a Loss covered by this Policy, We will pay the Reasonable Costs incurred by an Insured Person to protect or recover Your Boat from further Loss or Damage up to the Sum Insured.

We will pay the Reasonable Cost of salvage and towage services provided under a written contract which fixes the amount of compensation for such services and other related expenses necessarily incurred by an Insured Person so as to avoid or minimise a Loss that would be covered under this insurance. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Precautionary Measures

We will pay up to the precautionary measures coverage limit of \$5,000 for Reasonable Costs incurred by an Insured Person to move Your Boat to a place of safety from harm's way whilst Your Boat is under threat of windstorm, tidal surge or wave, or fire at Your Boat's Berth, mooring or place of storage.

Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Wreck Removal

If You are legally obligated to raise, remove or destroy the wreck of Your Boat, We will pay all Reasonable Costs You incur to raise, remove or destroy the wreck.

- Inspections

We will pay the Reasonable Costs You incur of inspecting Your Boat for Physical Loss or Damage after grounding, whether or not any damage is found. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Emergency Expenses

We will pay for necessary and reasonable emergency expenses without Physical Loss or Damage to Your Boat including:

- Commercial towing fees to the nearest place where necessary Repairs can be carried out;
- Delivery costs of fuel and other essential supplies, but excluding the costs of the fuel or supplies; and The cost of emergency parts and labour done on board Your Boat at the location of breakdown. We will pay up to the emergency expenses limit of \$5,000 for each Occurrence.

This coverage applies only if Your Boat is disabled for any reason other than a Loss covered by this Policy. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Trailers

We will cover Physical Loss or Damage to Your Trailer used with Your Boat. For a covered Loss, We will pay the lesser of the Reasonable Costs to Repair or its Market Value.

Unless otherwise agreed in the Policy, this coverage is subject to the Excess shown on Your Certificate of Insurance. No Excess is applicable in the event of Physical Loss or Damage solely to Your Trailer's tyre/s and or rim/s due to impact which causes the tyre to puncture, burst, blow out.

- Temporary Emergency Accommodation

In the event of Physical Loss or Damage to Your Boat, if You are more than 100kms from the mooring location shown on Your Certificate of Insurance and We agree that You cannot stay on Your Boat, We will pay up to \$250 per day for temporary emergency accommodation for Insured Persons for up to 7 days. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Tournament Coverage And Yacht Racing Fee Reimbursement

We will cover You for the Loss of entry fees paid by You should a claim be payable under this Policy causing You to miss or withdraw from a fishing tournament or yacht race. The cover provided by this benefit will only be paid if Physical Loss or Damage to Your Boat necessitates Your withdrawal. The maximum We will pay is the Tournament Coverage and Yacht Racing Fee Reimbursement limit of \$2,000. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Lost Keys Coverage

We will cover You for the Loss or theft of the keys of Your Boat including the costs associated with recoding the new keys. The maximum We will pay is the Lost Keys Coverage limit of \$1,500. Unless otherwise agreed in the Policy, there is no Excess for this coverage.

- Replacement Boat

If You sell Your Boat during the Period of Insurance, We will pay Damages an Insured Person is legally obligated to pay for Bodily Injury and/or Property Damage caused by an Occurrence arising from the ownership, operation, maintenance or use of any replacement Boat with a maximum design speed up to 60 knots that is reasonably similar to Your Boat, which You acquire by purchase and You use solely for private pleasure purposes during the Period of Insurance. This additional coverage is in effect for a period of twenty one (21) days, from the date of purchase, and subject to the Legal Liability coverage limit shown on Your Certificate of Insurance and all other terms, conditions and exclusions of this Policy. However, You must request coverage within twenty one (21) days of the date of purchase and You must pay the premium that We determine.

E. LOSS PAYEE / INTERESTED PARTIES

If a person's (e.g. credit provider or other insureds) interest is named in this Policy, any claim payable will be paid to such person and You, as interests appear. If more than one (1) Loss payee is named, the order of payment will be the same as the order of precedence of such persons.

F. PROPERTY EXCLUSIONS

These exclusions apply to PART III – PROPERTY COVERAGE.

There shall be no coverage under PART III – PROPERTY COVERAGE for any coverage specified in PART III for Loss or Damage, claim or expense attributable to or resulting directly or indirectly, in whole or in part or in combination with any other cause or causes from or in respect of:

- **Gradual or Sudden Loss**
Osmosis, blistering, fiberglass or surface coat blistering, electrolysis, delamination, rust, corrosion or oxidation, marine life, marine borers, moth or vermin, rot, fungi, mould or infestation, warping or shrinkage, change of temperature or humidity, deterioration, lack of maintenance, lack of reasonable care, lack of reasonable protection and/or security, wear and tear or inherent vice.
 - **Manufacturing and Design Defects**
Any faulty workmanship, defect in design or defect in manufacture of Your Boat or any additional or replacement part, component or system of Your Boat. However, We will cover You for professional repairer's negligence.
 - **Latent Defect**
Any Repair or Replacement of any Latent Defect in Your Boat, however, any subsequent Physical Loss or Damage to Your Boat resulting or caused directly by the Latent Defect will be covered.
 - **Mechanical Breakdown**
Any Physical Loss or Damage to Your Boat's Motors in connection with Mechanical Breakdown. However this exclusion does not apply if all of the following apply:
 1. Your Motors have been manufactured within the last 5 years;
 2. Your Motors have been regularly serviced and maintained in accordance with the manufacturer's recommendations, and You can provide copies of records of that service;
 3. Your Motors are not covered under the manufacturer's original warranty or any extended warranty; and
 4. The Physical Loss or Damage did not result from the failure of maintenance items such as seals, gaskets and filters

Any claim that We accept for Mechanical Breakdown will be subject to an Excess of 10% of the total Motor claim or the Excess named in this Policy, whichever is greater.
 - **Motors Secured to Your Boat**
Any Physical Loss or Damage to any Motor when secured to Your Boat in a manner other than specified or recommended by the manufacturer of the Motor or of Your Boat.
 - **Cash or Valuable Papers**
Cash, cheques, money orders, bank drafts, travel tickets, traveller's cheques, postage stamps, certificates, bonds, negotiable instruments, or any intangible property.
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- **Computer Software**
Computer software, programs or data unless this software forms part of Your Marine Electronics.
- **Loss of Use or Value**
Any Loss of use, including Loss of profits or Loss of Market Value or any other consequential Loss or damage.
- **Transit**
Any item in transit on board Your Boat or being delivered to or from Your Boat, not adequately packed, stowed and secured relative to its value and the method of transportation.
- **The Weight of Your Boat**
Any Loss arising out of the Boat exceeding the rated capacity of Your Trailer or other land conveyance vehicle.
- **Cargo Vessel Transit**
The loading, unloading or transportation of Your Boat on board a cargo vessel or any other form of commercial marine carrier.
- **Provisions**
Any Loss or Damage to the fuel, lubricants, consumables, provisions and stores of Your Boat, except as otherwise provided for in this Policy.
- **Sails**
Loss or Damage to sails caused by normal wear and tear and/or wind or water.
- **Theft of Watersports Equipment and Personal Effects**
Any theft of watersports equipment and Personal Effects unless there is evidence of violent and forcible entry into Your Boat or the Loss involves violent and forcible removal of the items from the place of storage of Your Boat.

Part IV - Legal Liability Coverage

A. INSURING AGREEMENT

We will pay Damages an Insured Person is legally obligated to pay for Bodily Injury or Property Damage arising from the ownership, operation, maintenance or use of Your Boat and caused by an Occurrence covered in this Policy and subject to the Geographic Limits. This coverage is also subject to all Policy terms, conditions and exclusions.

The most We will pay for all claims for Bodily Injury and Property Damage as a result of any one (1) Occurrence is the Legal Liability coverage limit shown on Your Certificate of Insurance of this Policy. This insurance applies separately to each Insured Person against whom a claim is made or a suit is brought, but We will pay no more than the limit shown on Your Certificate of Insurance for any single Occurrence regardless of the number of Insured Persons, Boats insured, claims made or persons injured under this Policy.

Unless otherwise agreed in this Policy, there is no Excess for any coverage provided under PART IV – LEGAL LIABILITY COVERAGE.

- Defence Coverage and Claim Expense

We will pay the legal costs to defend an Insured Person with Our prior written consent against any civil action, including trial and appeals against any suit seeking covered Damages for Bodily Injury and/or Property Damage caused by an Occurrence arising from the ownership, operation, maintenance or use of Your Boat, even if the suit is false, fraudulent or groundless. We reserve the right to select counsel. We may also investigate and settle any claim or suit at Our sole discretion. The limit of this coverage is included within the Legal Liability limit shown on Your Certificate of Insurance.

We will also pay:

1. All reasonable court costs and expenses awarded against an Insured Person.
2. Reasonable expenses incurred by an Insured Person at Our request up to a total of \$10,000 for assisting Us in the investigation or defence of a claim or suit.
3. Interest on the entire judgment, which accrues after entry of the judgment and before We pay or Tender, or deposit in court, that part of the judgment which does not exceed the amount of coverage.
4. All prejudgment interest awarded against an Insured Person on that part of the judgment We pay or offer to pay. We will not pay any prejudgment interest based on that period of time after We make an offer to pay the amount of such judgement.

Our duty to defend any claim or suit arising out of a single Occurrence ends when the amount We have paid in Damages for that Occurrence equals the Legal Liability coverage limit shown on Your Certificate of Insurance of this Policy.

B. MARINE ENVIRONMENTAL DAMAGE COVERAGE

We cover Damages an Insured Person is legally obligated to pay up to a maximum of \$500,000 inclusive of defence coverage and claim expense for Marine Environmental Damage caused by an Occurrence arising from the ownership, operation, maintenance or use of Your Boat, subject to the terms, conditions and exclusions of this Policy. This coverage shall be included in the Legal Liability limit shown on Your Certificate of Insurance for any one (1) Occurrence.

We also provide fines/penalties coverage up to a limit of \$50,000 as is listed on Your Certificate of Insurance for payment of any government fine or penalty incurred by You for Marine Environmental Damage caused by any one (1) Occurrence providing there was no intentional act or misconduct by You. The limit of this Marine Environmental Damage is included within the Legal Liability limit shown on Your Certificate of Insurance.

C. OPERATING OTHER WATERCRAFT

When Your Boat is not in use and subject to all Policy terms, conditions and exclusions, including the coverage limit for Legal Liability coverage shown on Your Certificate of Insurance, We cover Damages for Bodily Injury and/or Property Damage caused by an Occurrence that You are legally obligated to pay resulting from Your operation or use of another Boat with a maximum design speed up to 60 knots which is neither owned nor chartered by You.

D. ADDITIONAL LEGAL LIABILITY COVERAGE

These additional Legal Liability coverages are provided in addition to the Legal Liability coverage limit shown on Your Certificate of Insurance. This additional coverage is subject to all Policy terms, conditions and exclusions. The Excesses shown on Your Certificate of Insurance apply to these coverages.

- Replacement Boat
If You sell Your Boat during the Period of Insurance, We will pay Damages an Insured Person is legally obligated to pay for Bodily Injury and/or Property Damage caused by an Occurrence arising from the ownership, operation, maintenance or use of any replacement Boat with a maximum design speed up to 60 knots that is reasonably similar to Your Boat, which You acquire by purchase and You use solely for private pleasure purposes during the Period of Insurance. This additional coverage is in effect for a period of twenty one (21) days, from the date of purchase, and subject to the Legal Liability coverage limit shown on Your Certificate of Insurance and all other terms, conditions and exclusions of this Policy. However, You must request coverage within twenty one (21) days of the date of purchase and You must pay the premium that We determine.

E. LEGAL LIABILITY EXCLUSIONS

The following exclusions apply to PART IV – LEGAL LIABILITY COVERAGE:

There shall be no coverage under this PART IV – LEGAL LIABILITY COVERAGE for any Loss or Damage, liability, claim, cost of defence or expense attributable to or resulting directly or indirectly, in whole or in part from or in respect of:

- Care, Custody or Control
Property Damage to property owned by, or in the care, custody or control of, an Insured Person, family member or domestic partner.
- Bodily Injury, Illness or death
Any liability for Bodily Injury to a person who is covered or should have been covered by any compulsory insurance, including compulsory third party insurance or compulsory medical insurance.
- Towing
Any liability for any Occurrence when a Trailer is connected to a Motor vehicle or any Occurrence involving the towing of any persons or objects in the air.
- Asbestos
Any liability arising out of asbestos or any product containing asbestos.
- Liability arising out of Water Skiing or Aquaplaning
Any Occurrence while Your Boat is being used for water skiing or aquaplaning. This exclusion does not apply if Your Certificate of Insurance shows the Water Skiers Inclusion Endorsement.
- Jurisdiction of Courts Outside of Australia
Any actions brought against You in a court outside of Australia or an Australian court that applies law that is not Australian Law.
- Employee Benefits
Any act, error or omission in respect of the provision of employee benefits of any kind by You.

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- **Liability to Paid Crew**
Damages (including, if applicable, maintenance and cure, repatriation and other related expenses) for which You and/or any Insured Person are legally liable to pay a Crew Member under any applicable Workers Compensation scheme in Australia or other similar law of any nation in respect of Your legal liability to any Crew Member.
 - **Contractual Liability**
Any liability assumed by an Insured Person under any contract or agreement, including indemnification agreements, without Our prior permission, except for an agreement executed between an Insured Person and Boat club, Boat yard, ship yard, marina or other similar facility for the exclusive purpose of slipping, hauling, mooring, storing or launching Your Boat, by such Boat club, Boat yard, ship yard, marina or other similar facility where the Boat(s) is kept, except in instances of gross negligence or intentional/wilful acts.

Notwithstanding the foregoing, no cover will be provided where an Insured Person assumes liability under any contract or agreement (including indemnification agreements) with a Boat club, Boat yard, ship yard, marina or other similar facility if Your Boat is having Repair work or alterations (other than scheduled routine maintenance), Boat refitting or any hot work performed in connection with any Repair, alteration, routine maintenance or refitting in a Boat yard, ship yard or marina, or by any ship or marine repairer.

For the purposes of this exclusion "hot work" shall mean any operation that results in the release of sufficient heat, energy, hot particles or flames to ignite flammable materials or vapours in and/or near the area of work including, but not limited to, welding, cutting, brazing, arcing, grinding or other fire spark producing operations, which includes the use of hot rivets or other similar work.
 - **Obligatory Repatriation**
Any liability for repatriation costs and expenses in respect of any Crew Member if such expense is payable by reason of (i) the end of the Crew Member's contractual term of service (whether by contract or by agreement) with You, (ii) the sale or disposal of Your Boat, (iii) the arrest, detainment or seizure of Your Boat or (iv) the laying up of Your Boat.
 - **Unauthorised Use**
Any Occurrence while Your Boat is being operated or used without Your prior consent.
 - **Motorised Land Vehicles**
The ownership, operation, maintenance, use, loading or unloading of any motorised land vehicle, including any such vehicle engaged in the overland transportation of Your Boat.
 - **Humiliation, Harassment or False Arrest**
Any liability arising from actual, alleged or threatened humiliation, harassment, false arrest, false imprisonment, wrongful detention, libel, slander, defamation of character or invasion of rights of privacy, malicious prosecution, shock, emotional distress, mental injury, wrongful entry or eviction.
 - **Discrimination**
Any liability arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or identity or any other discrimination.
 - **Sexual Molestation or Corporal Punishment** Any liability arising out of any actual, alleged or threatened:
 1. Sexual molestation, misconduct or harassment;
 2. Corporal punishment; or
 3. Sexual, physical or mental abuse by any person.
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- **Transmittable diseases**
Any liability from any illness, sickness or disease transmitted intentionally or unintentionally by any Insured Person to anyone. We also do not cover any Damages for any threat of exposure or any consequences resulting from that illness, sickness or disease.
- **Diving Activities**
Any liability arising out of diving activities or the use or provision of diving or air compression equipment or the supply of compressed gasses.
- **Insured Person**
Any legal liability for Bodily Injury to an Insured Person. However, this exclusion does not apply if any person, including a Crew Member, operating Your Boat with Your permission is legally obligated to pay for Bodily Injury to an Insured Person arising from the ownership, operation, maintenance or use of Your Boat and caused by an Occurrence covered in this Policy and subject to the Geographic Limits. This exception is also subject to all Policy terms, conditions and exclusions.

Part V - Personal Accident Coverage

A. INSURING AGREEMENT

You are covered in the event of:

- death; or
- an injury causing permanent and total Loss of:
 - sight of an eye;
 - the use of a limb; or
 - the thumb or any finger;

caused directly and solely by a violent, visible, and external Occurrence while You are using Your Boat for private pleasure purposes or voluntary rescue work.

We will pay up to:

- \$50,000 or the amount shown on Your Certificate of Insurance for Personal Accident Coverage for claims involving death, permanent and total Loss of use of a limb or the permanent and total Loss of sight of an eye;
- up to 20% of \$50,000 or of the amount shown on Your Certificate of Insurance for Personal Accident Coverage for claims involving permanent and total Loss of the thumb or any finger.
- We will also pay:
 - Your Reasonable Costs up to \$5,000 for certain emergency expenses You incur as a result of the Occurrence providing that the costs are not covered by Medicare, workers compensation or another government or private scheme or arrangement. You must produce receipts for all costs incurred.
 - Your funeral expenses to a maximum benefit of \$5,000 where Your death arises directly and solely by an Occurrence which occurred whilst using Your Boat.

The limit shown under this section of the schedule cover under PART V – PERSONAL ACCIDENT COVERAGE only applies to Insured Persons shown on the Certificate of Insurance. If more than one individual is shown as an Insured Person on Your Certificate of Insurance the amount payable to the individual claiming under PART V – PERSONAL ACCIDENT COVERAGE will be limited to the amount payable, divided by the number of individuals shown on Your Certificate of Insurance as Insured Persons.

Where a claim is made against you by someone who is not an Insured Person, the coverage is limited to \$2,000 for any one person, up to a maximum of \$5,000 any one incident.

Our payment is subject to the individual claiming under PART V – PERSONAL ACCIDENT COVERAGE obtaining medical attention for the accidental injury from a registered medical practitioner and undergoing any medical examination requested by Us.

We will not pay for any claims for PART V – PERSONAL ACCIDENT COVERAGE where providing such payment would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation or compulsory Workers Compensation Insurance.

We will not pay for any claims where:

- the injury or death is self-inflicted, including suicide or attempted suicide whilst sane or insane; or
- the death, permanent injury, total Loss of the use of a limb, thumb or any finger, or total Loss of sight of an eye occurs after 12 months of the date of the Occurrence.

Part VI – General Exclusions and Conditions

The following general exclusions and conditions apply to all parts of this policy:

A. GENERAL EXCLUSIONS

There shall be no insurance under any provision of this Policy for any Loss, damage, liability, claim, cost of defence or expense resulting directly or indirectly, in whole or in part from or in respect of:

- Command and control of Your Boat
Any Occurrence whilst the person in command and control of Your Boat is:
 - a. unlicensed when a license is necessary;
 - b. a person without adequate experience to reasonably control the Boat;
 - c. under the influence of alcohol or drugs;
 - d. a person who has been refused Boat insurance within the last five years unless You have advised Us of the refusal and We have agreed in writing to cover that person under the Policy.

This exclusion does not apply if You can prove that:

- You did not know or had no reason to suspect that the person in control of Your Boat fell into any of the aforementioned categories;
 - It was reasonable for that person to assume control of Your Boat as a result of an unforeseen emergency.
- Nuclear Hazard
Nuclear Hazard, including the following and any consequence of the following:
 - a. Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - c. The use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- War

War, including the following and any consequence of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike acts by a military force or military personnel;
- c. The destruction, seizure or use of property for a military purpose; or
- d. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

- Chemical Weapons and Cyber Attacks

Chemical Weapons and Cyber Attacks, including the following and any consequence of the following:

The use or threatened use of:

- a. Any chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material; or
- b. Any computer, computer system, software program, virus or process, or any other electronic system, as a means for inflicting harm, or the consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the Loss or damage. We also do not cover any Loss, damage, liability, claim, cost of defence or expense caused by any action taken in hindering or defending against the use or threatened use of any of these.

- Terrorism

Terrorism, including the following and any consequence of the following:

The use or threat of force or violence, by an individual or group acting alone, on behalf of or connected to any organisation or government, which gains its motivation from political, religious or ideological beliefs with the intent to influence any government or the public by the use of fear or from an act of terrorism.

- Confiscation

Confiscation, including the following and any consequence of the following:

The capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or destruction of or damage to property by any government or under the order of any government or public or local authority of the country in which Your Boat is owned, located or registered except as otherwise provided in PART III – PROPERTY COVERAGE – C. Payment of a Loss, Government Action.

- Intentional Acts

Intentional Acts, including the following and any consequence of the following:

- any intentional act by an Insured Person who directs, permits, approves of or participates in any dishonest, criminal, wilful, intentional or malicious act or omission by any Insured Person; or
- any claim arising from acts or omissions of any person which are intended to or would inevitably result in Physical Loss or Damage, Bodily Injury or Property Damage. This exclusion applies even if the Physical Loss or Damage, Bodily Injury or Property Damage is of a different kind or degree, or sustained by a different person than would be expected or intended by the Insured Person.

- Fines or Punitive Damages

Except as otherwise expressly provided in the Policy, any fines, penalties, punitive, exemplary or non- compensatory Damages, or any Damages resulting from the multiplication of compensatory Damages regardless of the cause of Loss.

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- **Illegal Activity**
The use of Your Boat for any illegal purpose including but not limited to the transport of any illegal substance.
 - **Chartering or Commercial Use**
The use of Your Boat for any purpose other than private pleasure purposes. Your Boat cannot be chartered, leased or used for any commercial purposes at any time. Entertaining business clients on Your Boat is not considered charter or commercial use.
 - **Towing**
The towing of any other Boat or watercraft except Your Tender by Your Boat unless previously approved by Us in writing. This exclusion shall not apply if You are rendering emergency assistance to a distressed Boat.
 - **Racing and Competitive Use**
Any Occurrence during instruction, testing, preparation or participation for or in any race, speed contest or similar competition unless You have advised Us and We have agreed to cover it in writing. Notwithstanding the foregoing, You are covered for Sailboat racing provided such races are not over 100 nautical miles in length.
 - **Para-Sailing, Kite Surfing/Boarding or Teak Surfing**
Any Occurrence while Your Boat is being used for para- sailing, kite surfing/boarding, teak surfing or similar activity.
 - **Aircraft**
The ownership, maintenance, use, loading or unloading, transporting or towing of any aircraft.
 - **Claims Settled Without Our Consent**
Any claim of a third party which You have settled or where You have accepted liability without Our written consent regardless of the cause of Loss. Nor do We cover any cost, expense or judgment for a suit brought or defended without Our written consent.
 - **Unseaworthy state**
Loss, damage or liability caused by Your Boat not being seaworthy or in defective condition. This exclusion will not apply if You can prove to Us that You did not know, or could not reasonably have known, that Your Boat was not seaworthy or defective at the time.
 - **Modifications**
The modification of Your Boat unless You have advised Us and We have agreed to extend cover in writing.
 - **Parts**
Mechanical parts that are not in accordance with the manufacturer's original specifications.
 - **Engine Power**
Any Occurrence when Your Boat or any Boat covered by the Policy was fitted with a Motor more powerful than that recommended by the manufacturer of Your Boat.
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- **Unsuitable Mooring**
Any Occurrence where the mooring for Your Boat was not any of the following:
 - of a suitable design and weighting for Your Boat;
 - appropriately sited;
 - in good order and regularly maintained on an annual basis.
- **Speed**
Your Boat or any Boat covered by the Policy exceeding the speed limit shown on Your Certificate of Insurance.
- **Bushfire or Named Cyclone Waiting Period**
A bushfire or Named Cyclone within the first 48 hours of the original start of the Policy (not including a renewal) unless You bought Your Boat on the start date of the Policy or You previously held cover for Your Boat under another insurance Policy, with equivalent cover, with another insurance company and cover was then provided under this Policy without interruption in cover.
- **Electronic Equipment**
Electronic or mechanical derangement of electronic equipment, data, viruses, malfunction and processing errors.
- **Overheating**
Overheating of a Motor or seizure unless caused by a covered Loss under the Policy.
- **Sanctions**
We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any Loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy.

B. GENERAL CONDITIONS

We will not be liable to pay any claim under this insurance unless You and any Insured Person comply with all the requirements in the following conditions.

- **Duties after an Occurrence**
In the event of an Occurrence which may give rise to a claim under this Policy, or if You and any Insured Person under this Policy are sued in connection with an Occurrence which may be covered under this Policy, You and any Insured Person must:
 - a. Give prompt notice to Us as soon as possible of any incident that may result in any kind of claim under this Policy. If You think a crime has been committed, You must also tell the police and, if appropriate, the coast guard or other maritime authority.
 - b. Protect the property from further damage.

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- c. Preserve the properties, equipment or instrumentalities involved in any accident, which might be reasonably believed to be involved in damage to property (including property covered by this insurance) or injury to persons and deliver to Us at Our request and expense.
 - d. Keep an accurate record of all Repair expenses and with your best efforts provide Us with bills (quotations, invoices, etc.), receipts and related documents.
 - e. As often as We reasonably require:
 - i. Allow inspection and testing of the damaged property;
 - ii. With your best efforts provide Us with records and documents We request; and
 - iii. Submit to separate examination under oath.
 - f. Send to Us upon Our request, Your signed, sworn proof of Loss that sets forth, to the best of Your knowledge:
 - i. The time, place and cause(s) of Loss;
 - ii. The interest of all others in the property;
 - iii. Other insurance which may cover the Loss; and
 - iv. The full amount claimed under each coverage for which a claim is made.
 - g. With your best efforts provide Us with the names and addresses of any known persons injured and any available witnesses.
 - h. With your best efforts provide Us immediately upon receipt with any demand letters, letters of representation, suit papers and other documents that will help Us defend any Insured Person.
 - i. Assist and cooperate with Us in the conduct of the defence by helping us:
 - i. To make settlement;
 - ii. To enforce any right of contribution or indemnity against any person or organization who may be liable to an Insured Person;
 - iii. To attend hearings and trials; and
 - iv. To secure and give evidence and obtain the attendance of witnesses.

- Abandonment

No action which either You or We take to save, protect or recover Your Boat will be regarded as a waiver or acceptance of abandonment nor will it prejudice the rights of either You or Us.

- Appraisals of Physical Loss or Damage

If You and We fail to agree on the amount of Physical Loss or Damage to property covered under PART III – PROPERTY COVER, either party may make a written demand that each selects an independent appraiser.

In this event, the parties must notify each other of their selection within 20 days. The independent appraisers will select a third appraiser within 15 days. If a third appraiser is not agreed upon within that time each appraiser within seven days thereafter, shall propose to the other in writing the names of three appraisers together with their curricula vitae for consideration as the third appraiser. Each appraiser, within seven days thereafter, shall strike two names from the other party's list; and the third appraiser shall then be selected by the drawing of lots. If either appraiser fails to propose the names of three appraisers or to strike two names as required above, the non-defaulting party will appoint the third appraiser from its list. The independent appraisers will then appraise the Loss and submit any differences to the third appraiser. Each independent appraiser will be paid by the party selecting him. The expenses of the third appraiser shall be shared equally between You and Us.

- Premium Fully Earned

If You have a total Loss or a constructive total Loss of Your Boat during the Period of Insurance, the full premium for the Policy shall be considered fully earned and You shall receive no return premium on cancellation of Your Policy.

- Co-Insureds

Any denial, defence or avoidance of coverage for any claim based on the acts, omissions, breach of warranty or condition by one (1) Insured Person shall also apply against any claim by any other Insured Person.

- Duplicate Coverage

If a Loss is covered under more than one (1) part of this Policy, We will pay You under the part giving You the greatest amount of coverage, but not under more than one part. In no event will We make duplicate payments for a single Loss.

- Due Diligence

It shall be the duty of every Insured Person to exercise due diligence to maintain all insured property in seaworthy condition and reasonably fit in all respects for the intended use of such insured property.

- Sale, transfer or change in ownership

If any interest in Your Boat is sold or transferred to a new owner, or any interest in the owning legal entity is changed, without Our written consent, this insurance will be of no further force and effect and cancelled from the time of such sale, transfer or change. If Your Boat is at sea at the time of such sale, transfer or change, this insurance will continue until the Boat arrives at a safe port, provided You request Us to provide such coverage in advance.

- Waiver or Impairment of Subrogation

We shall acquire all Insured Persons' full rights to recovery and shall be entitled to subrogation against all parties responsible for any Occurrence giving rise to a total, constructive total or partial Loss covered by this insurance to the full extent of any payments We make under this section. Our rights of recovery and subrogation against all responsible parties shall be superior to any other rights of any Insured Person to recover against any responsible parties and shall supercede any Insured Person's rights to be made whole.

We shall bear all costs and expenses of Our claims for subrogation and recovery, including attorneys' fees, and shall have full authority to compromise and release Our claims and rights of subrogation without consultation with or agreement by any Insured Person.

All Insured Persons agree to provide their full cooperation with and assistance to Our efforts to make recovery against responsible parties, including, but not limited to the provision of their testimony under oath at depositions and at trials (and to travel for those purposes upon Our request and with reimbursement of reasonable expense), access to physical evidence, including the Boat and its parts and components, for examination and testing, along with documents and electronic data, and to assist in obtaining testimony under oath at depositions and at trials of other witnesses including current and former Crew Members, vessel managers and other employees and contractors of any Insured Person.

You and any Insured Person must not do anything to impair such rights of recovery.

At Our request, You or an Insured Person will bring an action at Our expense, transfer or assign those rights to Us and help Us enforce them or Your rights and cooperate with Us in Our attempt to recover Our payment.

No one covered under this Policy or acting on their behalf shall waive, limit or impair Our right to recover and/or the amount to recover against a third party before or after a Loss.

- **Salvage**

In the event We have paid Your claim for any item that has been damaged where the amount paid has been based on the total Loss of that item, We shall be entitled to, but not obligated to, take legal ownership of the item for which We have paid the claim, irrespective of its condition. You agree to provide to Us all legal rights and title in the item if requested by us, where We have elected to take legal ownership of the item under this condition. This condition shall not apply where We have elected to pay the cost of any Repair to Your item.

When We pay a partial Loss, We reserve the right to keep the remains, or the proceeds of sale, of any parts removed from Your Boat in connection with the Repair of a partial Loss, if any, up to the amount of Our Loss payment.

- **Assignment**

No assignment of or change of interest in this insurance or in any amount payable under it will be binding on or recognised by Us.

No one covered under this Policy may assign or turn over any right or interest in regard to the Policy without Our written consent.

- **Changes**

No change or modification of this Policy shall be effective except when made by written endorsement issued by Us.

- **No Benefit to Bailee**

This insurance shall not benefit any bailee.

- **Misrepresentation or Non-Disclosure**

We may decline to meet a claim and cancel the Policy if any material information provided to Us is inaccurate, untrue or if any material information has been withheld or omitted from disclosure, by or on behalf of the Insured Person.

Notwithstanding the foregoing, any fraudulent deliberate misrepresentation or concealment of information will void this Policy from inception. If this happens, the Insured Person will lose any benefit that may have been due to them and must pay back any benefit that We have already paid them.

- **Bankruptcy or Death**

The filing of voluntary or involuntary bankruptcy proceedings by You (or filing for similar relief) shall not relieve Us of any of Our obligations. However, an Insured Person must notify Us promptly upon filing or service of legal documents initiating any such proceedings. Further, if an Insured Person dies or becomes bankrupt or insolvent during the Period of Insurance, this Policy, unless cancelled, will cover the Insured Person's legal representative for the remainder of the Period of Insurance.

- **Cancellation**

You may cancel this Policy at any time by notifying Us of the future date that the cancellation is to take effect.

We may cancel this Policy in accordance with the Insurance Contracts Act 1984 (Cth).

Subject to any term to the contrary and provided there has been no claim under the Policy and there is no legal reason not to return the premium, then in the event of cancellation by You or by us, We will refund any unearned premium on the effective date of cancellation, or as soon as reasonably possible afterwards. The unearned premium will be computed pro rata for the unexpired term of the Policy.

- **Renewal**
All renewals of the Policy shall be in accordance with the provisions found in the Insurance Contracts Act 1984 (Cth).
- **Law**
This Policy shall be governed by and construed in accordance with the laws of the State of New South Wales.
- **Jurisdiction**
Unless the Certificate of Insurance provides to the contrary this Policy is subject to the exclusive jurisdiction of the courts Australia which shall have exclusive jurisdiction in any dispute arising hereunder.
- **Construction, Severability and Conformity to Law**
If any provision contained within this Policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, such invalid, illegal or unenforceable provision shall have no effect on any other valid, legal and enforceable provisions of this Policy, and the valid, legal and enforceable provisions of this Policy will continue to remain in full effect. Any invalid, illegal or unenforceable provision shall where permitted be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- **Fraud**
Any fraud, deliberate dishonesty, or hiding of information connected with a claim by an Insured Person, will make this Policy invalid so far as concerns that Insured Person. If this happens, the Insured Person will lose any benefit due to them and they must pay back any benefit that We have already paid. If this happens, We will not refund any premiums.
- **Payment of premium**
You must pay the premium shown in Your Certificate of Insurance. No cover will be provided the premium is not paid.
- **Goods and Services Tax (GST)**
Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay as these amounts specified are GST inclusive amounts. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of the insured property or for other things covered, We will reduce any payment for a claim under the Policy by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your any incorrect advice concerning or omission to tell Us about, your GST registration or entitlement to input tax credits.
- **Claims Notification/Our Contact Details**
Either You or Your Agent/Broker acting on Your behalf must make a claim by one (1) of the following methods:

Notifying Us directly on Our claims contact numbers:
 - Nautilus Claims Hotline: 1300 996 110
 - Nautilus Marine Insurance: 1300 780 533
 - Or via e-mail at claimsteam@nautilusinsurance.com.au



Nautilus Marine Insurance

ABN: 34 100 633 038 **AFSL:** 227186

P: 02 8287 3790 **F:** 02 8287 3799

A: Level 7, 99 Walker Street, North Sydney NSW 2060

www.nautilusinsurance.com.au



ITRN-017149-2021

20 - Prestige Broker

The following endorsement attaches to and forms part of **your** Nautilus Marine Boat Insurance **policy** and PDS.

This endorsement should be read in conjunction with **your policy** wording and is issued subject to the terms and conditions and exclusions that may apply;

1) 3 Years Replacement (Trailerable Boat or Personal Watercraft)

If at the start of the period of insurance for this **policy** (by way of clarity, if this **policy** is a renewal of a previous **policy** it does not include any previous periods of insurance) is:

- within 3 years of the original date of purchase of **your** trailerable **boat** or **personal watercraft** which is declared a Total Loss and or Constructive Total Loss, **we** will at our option:

- replace **your** trailerable **boat** or **personal watercraft** with a new trailerable **boat** or **personal watercraft** of the same make, model or series; or
- pay to you the replacement value of a similar model or series of the same make of trailerable **boat** or **personal watercraft**.

We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement of **your** trailerable **boat** or **personal watercraft** up to a maximum of 10% of the original purchase price.

- not within 3 years of the original date of purchase of **your** trailerable **boat** or **personal watercraft**, which is declared a Total Loss and or Constructive Total Loss, **we** will only provide cover for **market value** or agreed value, whichever is shown on **your Certificate of Insurance**.

This cover will end as soon as one of the following occurs:

- **your policy** is cancelled;
- **your** trailerable **boat** or **personal watercraft** is no longer covered by Nautilus Marine Insurance;
- **your** trailerable **boat** or **personal watercraft** is older than 3 years since its original registration;
- **your** trailerable **boat** or **personal watercraft** has been sold.

Trailer Boat for the purposes of this cover means a boat less than 10 m in length that is designed and manufactured on a production line to be legally trailered on its own **trailer**.

2) Boat Tender Water Skiing and Aquaplaning Activities

The Legal Liability section of the **policy** is extended to **your boat** tender for water skiing and aquaplaning activities. This additional cover extends the Legal Liability section of the **policy** to cover **you** or any person allowed by **you** to control **your boat** tender and the observer (within the requirements of any law) against Legal Liability for:

- Accidental death or bodily injury to a water skier or aquaplaner (including **you**) towed by **your boat tender**;
- Accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by **your boat** tender ;
- Accidental Damage to another person's property caused by a water skier or aquaplaner being towed by **your boat** tender.

This benefit will also cover the water skier or aquaplaner being towed by **your boat** tender for their Legal Liability to others for accidental death or bodily injury or Damage to another person's property.

In addition to the Legal Liability exclusions , the following exclusions will apply to this cover

Liability arising out of waterskiing or aquaplaning when:

- there is not a legally competent observer in addition to the driver on board **your boat** tender at the time of the Accident;
- an aerial device or ski ramp is being used;
- a ski mast, ski pole or ski tower are being used unless it has been professionally designed, manufactured and installed.
- involved with competition waterskiing / wakeboarding or water-ski racing of any description.

Liability arising out of the towing of:

- any person by **your boat tender** that breaches any statutory requirements;
- any device not designed and professionally manufactured for the purpose of being towed behind **your boat** tender (e.g. tyre tubes or surfboards).

3) Watersports Equipment - Theft

In the event of theft of water sports equipment where there is no evidence of forcible and violent removal of water sports equipment a \$5,000 cover limit will apply subject to a maximum of \$500 per item.

Unless otherwise agreed in the **policy** , the **excess** for this coverage will be \$200.