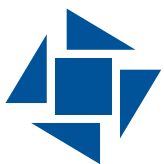


# Pleasurecraft Insurance Policy

Product Disclosure Statement and Policy Document



CLUB  
MARINE  
INSURANCE



**STEADFAST**  
group limited

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# Section A - About Club Marine Pleasurecraft Insurance

## About Club Marine and Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708 (ABN 15 000 122 850) of 2 Market St, Sydney NSW 2000, is the insurer of the Club Marine Pleasurecraft Insurance.

Club Marine Limited AFS Licence No. 236916 (ABN 12 007 588 347) of 40 The Esplanade Brighton, Victoria 3186 is an Australian organisation that specialises in providing insurance products for pleasurecraft and commercial leisure craft. Evolving from a background of over 40 years as a specialist in pleasurecraft insurance, Club Marine provides boat owners and their families with an integrated range of services designed to maximise their enjoyment on the water.

Club Marine and its authorised representatives have been given a "binding" authority by Allianz to issue, vary and dispose of this insurance and settle claims as agents of Allianz as if they were the insurer. Please refer to the Financial Services Guide of Club Marine and its authorised representatives for full details of their authority.

## About Steadfast

Steadfast Group Limited AFS Licence No. 254928 (ABN 98 073 659 677) of Level 3, 99 Bathurst Street, Sydney, 2000 is an unlisted public company comprising over 260 shareholders. Each shareholder is an independent insurance brokerage. This Policy is available exclusively to You through shareholders of Steadfast. Steadfast does not issue, guarantee or underwrite this Policy.

## Important information about Steadfast's advice

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

## About Our Product Disclosure Statement

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

- decide whether this insurance meets Your needs; and
- compare this insurance with others You may be considering.

You should read this document in its entirety to understand the coverage available and the terms and conditions which apply in relation to this insurance.

Any advice contained in this document is general advice only and does not take into account Your individual objectives, financial situation or needs.

Because of this You should consider the appropriateness of the advice and this product having regard to Your objectives, financial situation and needs.

We may need to update this document from time to time if certain changes occur where required and permitted by law. We will issue You with a new one or a supplementary one 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 contacting Club Marine or accessing its website [www.clubmarine.com.au](http://www.clubmarine.com.au).

**Preparation date: 14/10/09**

## Significant features and benefits of the Club Marine Pleasurecraft Insurance Policy

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

### Section 1 - Accidental Loss or Damage to Your Boat

This section covers accidental Loss, Damage, Fire and/or Explosion, Theft or Mechanical Breakdown to Your Boat and certain other property up to the sum insured and limits specified in the Schedule or this document. Additional limits apply to certain property such as Fishing Gear, Water Ski Equipment, Diving Equipment, Tools, Personal Effects and Club Care Benefits for emergency assistance.

If You obtain an Agreed Value Policy rather than a Market Value Policy, We will pay You up to the amount We agree with You for Your Boat. If You obtain a Market Value Policy We will pay You up to Our assessment of the sale value of Your Boat.

### Section 2 – Liabilities to other people

This section covers Your and certain other persons' legal liability to pay compensation for loss or damage up to the sums insured noted on the Schedule (including legal costs and expenses) to other people in certain circumstances.

## Section 3 – Injury to the Named Insured

This section covers Named Insureds up to the sums specified in this document and the Schedule for death and certain specified Injuries.

If more than one person is a Named Insured, the amount paid to each insured will be the amount payable under this section divided by the number of insureds.

Please refer to each cover section for details of the basis on which We settle any claim under the above cover sections.

## Make sure You understand what is and is not covered

Section B of this document sets out the cover(s) We are able to provide You with. You need to decide if the limits, type and level of cover(s) are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for Yourself.

Not everything is covered by this insurance and there are limitations. It is important that You read this document carefully, so that You can understand what We cover and the limitations.

Read “Words with special meanings” (see pages 11 to 15) to ensure You understand what We mean by terms used in relation to the cover We provide. For example “Market Value” and “Agreed Value” are defined terms that affect what We cover You for.

Make sure You understand what We specifically exclude. Each cover has specific exclusions that apply to it.

You should also ensure that You comply with the "General conditions" and "Claims conditions" of the Policy which set out certain obligations that You have. If You don't comply with them We may be able to refuse to pay a claim.

We will only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

For full details of what We do and do not cover please read this document together with Your Schedule once issued.

## Excess

If You make a claim under Your Policy You may first have to pay an excess. We pay the relevant amounts We cover You for above any excess. We tell You when You apply for cover what excess(es) apply and the amount(s). We specify any excess on the Schedule when We issue cover.

## Applying for cover

To apply for this insurance You must complete Our application form and send it to Us. Depending on the information You provide on Your application, We may ask You for further information.

When completing the application or providing Us with additional information in relation to Your application, You must comply with Your Duty of Disclosure. For details of this duty refer to “Your Duty of Disclosure” on page 37 of this document.

Where We agree to provide cover we will issue You with a Schedule which sets out things such as:

- the period of insurance;
- Your premium;
- the covered property;
- the limits for those covers;
- the excesses that will apply to You or others; and
- any variation to the standard terms.

The premium We charge You is based on a number of factors including Your risk profile (e.g. where Your Boat is located, the type of boat being insured and its value, and Your insurance history etc.) It includes any amounts that take into account Our actual or estimated

obligation to pay any relevant compulsory Government charges (e.g. Stamp Duty and GST and Fire Services Levy where applicable) in relation to Your Policy as well as other additional charges We tell You about.

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid. Additional charges may apply if You pay Your premium by instalments. Special conditions also apply to instalment payments – see the “General conditions” section of this document for details.

You may be eligible for a 'No Claim Bonus' which is a discount off Your premium. The No Claim Bonus You receive will depend on the number of years You have insured Your Boat and the number of claims You have had. You are eligible for the maximum No Claim Bonus if You have experienced no pleasurecraft related claims in the last five years.

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

Rating 1 – receives a 25% discount

Rating 2 – receives a 20% discount

Rating 3 – receives a 15% discount

Rating 4 – receives a 10% discount

Rating 5 – receives no discount.

Your No Claim Bonus will be reduced by 2 ratings for any claim You make under the Policy. (e.g. If You were on a No Claim Bonus rating 1 and make a claim Your next renewal would be offered on rating 3). Where You do not have a rating 1, You improve one rating each year that You do not make a claim. The above discounts may be changed by Us on renewal and We will tell when this is the case.

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

## Cooling off period

You have a cooling off period which means You can return Your Policy within 21 days of cover commencing and We will refund the premium paid unless You have made or are entitled to make a claim under the Policy. After the cooling off period ends You can cancel the Policy by notifying Us in writing, however We can choose to deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the purchase and termination of the Policy and any amounts in relation to Government taxes, duties, charges or levies paid for the Policy that We cannot recover.

In addition to cooling off You have cancellation rights (see “Cancellation rights” on page 27 to 28 for full details of Your cancellation rights).

# Section B – Your cover

Where We have agreed to cover You, Your Policy will consist of:

- this printed Product Disclosure Statement which sets out details of Your cover and its limitations;
- the Schedule We issue to You, which shows the terms and conditions that apply specifically to You, such as the Excesses that apply, the maximum speed of Your Boat and any Geographic Limits; and
- any written endorsements We issue amending the terms of the cover or any other document that We tell You forms part of the terms and conditions of Your cover.

You should carefully read and retain this document, the Schedule and any other document referred to above. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the period of insurance, will become the current Schedule, which You should carefully read and retain.

Where We have agreed to cover You We will insure You for the cover(s) specified on the Schedule for the period of insurance on the basis:

- that You have paid, or agreed to pay Us the premium for the cover(s) You selected when You applied for this insurance and which the Schedule indicates are in force,
- of the verbal and/or written information provided by You which You gave having been advised of Your Duty of Disclosure either verbally or in writing. If You failed to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel Your Policy. If You have told Us something which is fraudulent, We also have the option of avoiding Your Policy from its beginning.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of non-disclosure under the heading “Your Duty of Disclosure” on page 37.

## Words with special meanings

To understand this Policy, You need to know what We mean by certain words. We explain the meaning We give these important terms below:

**“Accidental Loss or Damage”** means physical loss and/or damage which occurs by accident. An accident is an unforeseen and unintended happening.

**"Agreed Value"** means the amount We agree to pay in the event of a Total Loss of the entire Boat less the Policy Excess. This amount is agreed by both the Insured and Insurer in writing and valid until the next renewal date. In the event of a Total Loss We reserve the right to replace the Boat at Our option.

**“Boat”** means the insured boat which is either the boat described in the Schedule or a Replacement Boat. It also includes the insured boat's:

- Hull(s);
- Motor(s);
- Masts, Spars, Rigging and Sails;
- Trailer (if specifically noted as covered on the Schedule);
- Equipment and Accessories;
- Boat Tender;
- Personal Effects but only when on and/or used on the insured boat or the Boat Tender.

**“Boat Tender”** means an auxiliary boat or dinghy (including motor) which is carried on deck or towed behind Your Boat that is used as a lifeboat or way of transportation to Your Boat, excluding personal watercraft unless agreed and extended in writing.

**“Club Care Benefits”** means assistance following an emergency or unforeseen incident which gives rise to a claim under this Policy including:

- emergency towing or transit by land or sea;
- emergency delivery of fuel;
- returning Your Boat to Your home or the location of Your Boat's usual berth, mooring or storage facility as shown in the Schedule following repairs; and

- reasonable costs of;
  - medical evacuation and patient transport;
  - temporary accommodation (up to 5 nights);
  - transport home (economy class or equivalent);
 for You and all passengers and domestic pets on board Your Boat at the time of the incident.

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

**“Diving Equipment”** means masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices, compressors owned by You.

**“Equipment and Accessories”** means safety equipment that meets statutory or other legal requirements and any other equipment. This includes boat canopies, Fishing Gear, Water Ski Equipment, Diving Equipment and Tools. It excludes Personal Effects and anything not owned by You unless You advise Us and We agree to extend cover in writing.

**“Excess”** means the amount shown on the Schedule which You must first pay when You make a claim under Your Policy (see the section of this Policy called “Claims Conditions” for more details on Excess payments). No excess is applicable to third party Injury claims under Section 2 and Section 3 of the Policy. Berthing - Nil excess is payable whilst Your Boat is penned at Your Boat’s usual berth at the marina or private jetty/pontoon named in the Schedule. Please note that the marina or private jetty/pontoon must be suitably designed and engineered to accommodate Your Boat and be adequately maintained.

Club Care Benefits - In the case of making a claim for Club Care Benefits only, the excess payable is 10% of the maximum excess stated on the Schedule.

**“Fire and/or Explosion”** means damage caused to the Boat from the combustion of materials.

**“Fishing Gear”** means rods & reels used for the purpose of recreational/sport fishing owned by You.

**“Geographic Limits”** means those waters up to 250 nm off the Australian mainland and Tasmania, and the New Zealand North and South Islands unless restricted or noted on the Schedule.

**“Hull”** means the hull, deck, cabin, deck fixtures and fittings on or below the deck of Your Boat.

**“Injured” or “Injury”** means bodily injury caused solely and directly by violent, external and visible means, including exposure to the elements caused by them.

**“Insurance Broker”** means a licenced independent Steadfast insurance broker appointed by You to act on Your behalf.

**“Latent Defect”** Any flaw in the material used in the construction of the Boat that has now become evident and would not have been discoverable by a competent tradesperson carrying out an inspection.

**“Lawful Seizure”** ” loss or damage to Your Boat caused directly by any Government authority acting in the interest of public welfare to prevent or mitigate a pollution hazard which has arisen directly from damage to Your Boat which is covered by this Policy. There is no cover if the act was a result of a lack of reasonable care in the safeguard, protection and/or security of Your Boat.

**“Lay Up”** cover is noted as applying to Your Policy on the Schedule, We will only cover You for Accidental Loss or Damage to Your Boat that occurs when the Boat is within the gates, walls or fences of Your home address specified on the Schedule (or at another location if You advise Us and We agree to extend cover in writing) during the months specified on the Schedule.

Lay Up is extended to cover whilst going to, at, and returning from a boat dealer for servicing and maintenance or during a claim. Can be amended by contacting Our offices or Your independent Steadfast Insurance Broker.

**“Market Value”** means the sale value of the Boat immediately prior to the claimed loss or damage taking into account the condition and location of the Boat.

**“Masts, Spars, Rigging and Sails”** means the masts, booms, fittings, spinnaker poles, standing and running rigging and sails of Your Boat.

**“Mechanical Breakdown”** means loss resulting directly from mechanical breakdown of the Motor up to eight (8) years from the date of manufacture of the Motor.

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

**“Period of Insurance”** means the period of insurance shown on the Schedule, subject to prior termination in accordance with the Policy.

**“Personal Effects”** means personal items belonging to You, Your immediate family and all passengers on board Your Boat at the time of the loss, limited to clothing, shoes, waterproof gear, prescription glasses, sunglasses, jewellery, watches, cameras, computers, personal electronic devices, mobile phones and manchester.

**“Policy”** means Our agreement with You, including this policy wording, the Schedule and any endorsements We issue in writing which may change the standard cover.

**“Recovery/Detention”** loss or damage to Your Boat and reasonable legal expenses incurred in the release of the Boat following impounding, arrest, detention, confiscation or similar act by any Government as a result of any act committed without Your knowledge by a charterer, or crew member.

**“Repairers Negligence”** ” loss or damage to Your Boat caused by the negligence of any repairer engaged by Us to repair Your Boat in relation to a previous claim on Your Policy. This does not include cover for Section 2 of the Policy (Liability to other people).

**“Replacement Boat”** means a Boat purchased by You to replace Your Boat described on the Schedule, which has been notified to Us within 30 days of its purchase and agreed to be covered by Us in accordance with Your Policy.

**“Salvage Charges/Wreck Removal”** means reasonable charges and expenses incurred by You in preventing or minimising any loss or damage covered by Section 1 of Your Policy. Including cost associated with removal of

wreck. This is paid in excess of any payment for the loss or damage to Your Boat and is not limited by the sum insured.

**“Schedule”** means the schedule in respect of Your Policy which We have most recently given to You or sent to Your last known address.

**“Social Yacht Racing”** means yacht racing excluding the use of spinnakers and/or extras, and not exceeding a distance of 25 nm measured by the most direct route of the course, within the Geographical Limits of the Policy.

**“Theft”** A claim resulting from someone taking Your Boat or components without Your knowledge, consent or agreement with the intention of depriving You of them.

**“Tools”** means tools kept permanently on Your Boat for emergency, breakdown and maintenance purposes.

**“Total Loss”** means the loss of Your entire Boat or damage to Your Boat which We consider to be uneconomical to repair or requires repairs costing more than the Market Value of Your Boat or the sum insured.

**“Trailer”** means the trailer noted as covered in the Schedule and its winch including power winch.

**“Water Ski Equipment”** means water skis, wake boards, knee boards, ski biscuits, vests & ropes owned by You.

**“We”, “Us” and “Our”** means Allianz Australia Insurance Limited (ABN 15 000 122 850) of 2 Market Street, Sydney NSW 2000 (the insurer of Your Policy), through its agent Club Marine Limited ABN 12 007 588 347.

**“You”, “Your” or “The Named Insured(s)”** means the person or persons/company named on the Schedule.

*Please remember, if more than one person is insured by this Policy, any act, omission, statement or claim by any one of the insured people has the same effect as an act, omission, statement or claim by all of those people.*

Please note that the following covers are subject to the general conditions, general exclusions and the claims requirements in this document as well as the other terms of Your Policy.

## Section 1 – Accidental Loss or Damage to Your Boat

### What We cover

We will cover You, for Accidental Loss, Damage, Fire & Theft to Your Boat which occurs during the Period of Insurance:

- within the Geographic Limits;
- including whilst Your Boat is in transit on the Trailer by road, rail or ship in Australia, provided Your Boat is designed to be towed on the Trailer and all statutes and laws regarding the towing of Your Boat on the Trailer are complied with.

At Our option set out below, We will (subject to payment of the relevant Excess, if any):

- repair or replace Your Boat; or
- pay You the reasonable cost of repairing or replacing Your Boat; or
- pay You up to the Market Value of Your Boat; unless
- Your Schedule shows that Your Boat is insured for an Agreed Value, in which case we will pay You up to the Agreed Value. The Agreed Value will only be paid when there is a total loss or the entire Boat can not be satisfactorily repaired,

but We will not pay more than the applicable sum insured and limits specified in the Schedule or this Policy wording.

In respect of the repair or replacement of property, We will reimburse You for the cost of reasonable repairs and/or replacements required to bring the property as near as possible to its appearance and condition immediately prior to the claimed loss or damage. We can deduct an amount for wear and tear and depreciation (We may consider the condition of the property prior to the claim).

In respect of damage to a Motor up to 5 years old, We will reimburse You for the costs of new mechanical and electrical components up to the market value of the Motor. In this case We will not make a deduction for wear and tear, and depreciation.

Replacement of a new Boat after a Total Loss:

- If Your Boat was purchased new by You and becomes a Total Loss within twelve (12) months of the date of purchase, We will replace Your Boat with a new Boat of the same make, model and series.
- If a new Boat of the same make, model and series is not currently available, We will pay You either the Market Value or Agreed Value of Your Boat, whichever is shown in the Schedule.

The maximum We will pay You in respect of any one accident or theft for:

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

We will also cover You over and above the Section 1 sum insured shown on the Schedule for:

- Club Care Benefits, up to \$5,000 (incl GST) in total for all claims combined unless otherwise agreed on the Schedule;
- Salvage Charges/Wreck Removal;
- We will cover Your Boat if You are involved in volunteer marine rescue;
- Latent Defect;
- Mechanical Breakdown;
- Recovery/Detention; and
- Lawful Seizure.

## What We don't cover

We will not cover You:

1. for loss or damage to moorings, provisions and fuel unless You advise Us and We agree to extend cover to them in writing (other than as specified under "Club Care Benefits");
2. for theft by persons to whom Your Boat is entrusted;
3. for loss or damage to an outboard Motor when secured to Your Boat or the Boat Tender in a manner other than that specified or recommended by the manufacturer of the Motor, Your Boat or the Boat Tender;
4. (a) for loss or damage to Personal Effects, Fishing Gear, Diving Equipment, Water Ski Equipment and Tools unless they were stored on or being used on Your Boat at the time of loss or damage;  
or  
(b) for theft from Your Boat of Personal Effects, Fishing Gear, Diving Equipment, Water Ski Equipment and Tools unless there is physical evidence of violent and forcible entry into a lockable part of Your Boat;
5. for loss or damage to sails caused by the wind or water unless Your Boat is stranded, sunk or in a collision or suffers mast or rigging failure;
6. for loss or damage caused by wear and tear, deterioration, vermin, corrosion, electrolysis, mould, inherent vice and/or, lack of maintenance;
7. for malicious damage caused by any person or persons named in the Schedule;
8. for mechanical parts that are not in accordance with the manufacturer's original specifications;
9. for loss or damage to a Motor caused by or resulting from seizure and/or overheating unless caused by an external blockage;
10. for loss or damage which is a secondary financial loss sustained by You as a result of loss or damage to Your Boat or other insured property or associated loss or damage (other than as specified under "Club Care Benefits");

11. for emotional, psychological or sentimental loss which occurs due to loss or damage sustained to Your Boat;
12. for damage to the tyres of Your Trailer that occurs by applying the brakes, or by punctures, cuts or bursting of tyres;
13. for the cost of repairing or replacing any part of Your Boat due to fault or error in design or construction;
14. for the cost of repairing or replacing any part of Your Boat due to mechanical and/or electrical breakdown or failure unless You advise Us and We agree to extend cover in writing (other than as specified under “Mechanical Breakdown”);
15. for the cost of improving or altering Your Boat; and/or
16. for faulty repairs unless they are the result of faulty materials or workmanship carried out and authorised by Us in relation to a previous claim on Your Policy.

## Section 2 – Liability to other people

### What We cover

We will cover the following persons for their legal liability to pay compensation for loss or damage in circumstances specified in 1. to 5. below, up to the sums insured noted on the Schedule inclusive of legal costs and expenses (as specified in 6. below), to another party.

#### 1. Use of Your Boat

You or any person in charge or control of Your Boat (excluding boat builders, repairers, yacht clubs and marine operators except as provided by this section), for death or Injury and/or damage to property caused by or arising out of the use of Your Boat within the Geographic Limits during the Period of Insurance;

## 2. Use of another boat

You for death or Injury and/or damage to property caused by or arising out of the use by You of another boat (including its hull, motor, masts, spars, rigging and sails and tender), within the Geographic Limits and during the Period of Insurance, provided:

- You have permission to use the other boat from its owner;
- Your Boat is not being used at the time; and
- You or any member of Your household do not own or have an interest in the other boat.

## 3. The discharge, release or escape of fuel, lubricants or sewage from holding tanks

You for property damage caused by or arising from sudden and accidental pollution directly or indirectly arising from the discharge, release or escape of fuel, lubricants or sewage from holding tanks from Your Boat within the Geographic Limits and during the Period of Insurance, other than liability arising from or connected with:

- Your own wilful negligence or misconduct;
- the wilful negligence or misconduct of any person in possession of Your Boat with Your permission;
- fuel or lubricants not being used in connection with the operation of Your Boat at the time of loss; or
- fines, punitive, aggravated or exemplary damages.

We will pay no more than \$500,000 (incl. GST) for any one accident or series of accidents arising out of the same event in relation to this cover, including legal expenses.

## 4. Water-skiing

*(Only applies when the Schedule shows that You have selected this option)*

You and/or any person using Your Boat with Your permission and/or any person engaged in water-skiing and/or aquaplaning activities (using only recognised and commercially manufactured Water Ski Equipment and/or barefoot water-skiing) while being towed by Your Boat within the Geographic Limits and during the

Period of Insurance, for:

- death or Injury to a water skier being towed by Your Boat;
- death or Injury to any person caused by a water skier who is being towed by Your Boat;
- property damage caused by a water skier who is being towed by Your Boat.

We will not provide cover under this option unless:

- the Schedule shows that You have selected this option; and
- a person is on board Your Boat competently and in accordance with relevant legal requirements, observing the water skiing and/or aquaplaning activities in addition to the person in control of Your Boat at the time of any incident giving rise to a claim.

## 5. Marina liability cover

You for legal liability imposed upon You by the terms and conditions of a lease or agreement for the provision of a berth, mooring or storage facility.

*The sections of this Policy called “General conditions” and “General exclusions” also apply to this section of the Policy.*

## 6. Legal costs

Provided We first agree in writing, We will pay for all legal costs and expenses incurred in defending any court proceedings which may arise in respect of any liability covered by this section.

We will not pay for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

## What We don't cover

We will not cover legal liability:

1. incurred by boat builders, repairers, yacht clubs or marina operators unless they are in charge of or in control of Your Boat in an emergency for the purpose of minimising any loss or damage covered by Section 1 of Your Policy;
2. arising other than from the Motors, Masts, Spars, Rigging, Sails, Equipment and Accessories being on

- and/or used on Your Boat, Boat Tender or Trailer;
3. incurred while Your Boat is attached to or accidentally detached from a motor vehicle;
  4. for loss or damage occurring to property owned by You or in Your physical or legal control or owned by any person using Your Boat or in their physical or legal control;
  5. for the death or injury of a person who is employed or contracted in the operation of Your Boat or should have been covered by any compulsory compensation insurance;
  6. for disease that is transmitted by You or anyone using Your Boat;
  7. arising out of the towing of any persons or objects in the air;
  8. for any fines or penalties and/or aggravated, punitive or exemplary damages;
  9. for any relief or recovery other than monetary amounts;
  10. for liability arising from a contract that imposes on You a liability which You or a covered person would not otherwise have;
  11. that is covered under any other policy. We will be liable under this section 2 only for the amount Your liability exceeds the limits of cover under any other policy;
  12. that is in any part covered in any way by any:
    - (a) statutory or compulsory insurance policy or statutory or compulsory insurance; or
    - (b) compensation scheme or fund; even if the amount recoverable is nil;
  13. for claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos;
  14. for claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site;
  15. any claim directly or indirectly caused by the use of Diving Equipment.

## Section 3 – Injury to the Named Insured

### What We cover

If a Named Insured is Injured in an accident when using Your Boat within the Geographic Limits during the Period of Insurance and that Injury results in:

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

We will pay:

- the Section 3 Cover sum insured noted on the Schedule for death; permanent and total loss of sight of an eye or permanent and total loss of the use of a limb;
- 20% of the Section 3 Cover sum insured noted on the Schedule for permanent and total loss of the thumb or index finger;
- Funeral Expenses up to \$5,000 (incl. GST).

However payment is subject to the Named Insured claiming under Section 3 obtaining medical attention from a Medical Practitioner and undergoing any medical examination requested by Us.

### What We don't cover

We will not cover:

- death, permanent Injury or total loss of the use of a limb occurring after 12 months from the date of the accident; and/or
- self inflicted death or injury, including suicide or attempted suicide whilst sane or insane.

# General conditions

These general conditions apply to all Sections of the Policy.

## GST Notice

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

## Sums insured

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

## Claim settlements – Where We agree to pay

You may have to contribute the basic excess shown in the Schedule towards a claim. There are a number of other excesses that may also apply.

- A theft excess of \$1,000 (incl. GST) may apply for theft of trailerable power boats depending on Your location;
- A theft excess of between \$1,000 and \$2,000 (incl. GST) may apply for the theft of personal watercraft, depending on Your location;
- A racing excess may apply and varies based on the value of Your Boat and length of race;
- An age excess will apply if You make a claim for an incident where the driver of Your Boat, being a personal watercraft, was under 25;
- A submersion excess applies on some moored trailerable boats; and
- Additional excesses may apply depending on Your risk, for example if Your Boat is a large maxi yacht;
- When the Schedule shows that Your Policy is subject to an apportioned excess, the excess payable for any claim which relates only to Club Care Benefits will be reduced to 10% of the basic excess shown in the Schedule.

When We calculate the amount We will pay You, We will have regard to the following:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the sums insured or other limits shown in the Policy or in the Schedule;
- If Your sum insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled;
- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

## **Disclosure – Input tax credit entitlement**

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

## **Non payment of premium by instalments – Right to refuse a claim**

Where You pay Your premium by instalments, You must ensure You pay each instalment on time. If an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if You have not paid an instalment.

## Temporary cover for Your Replacement Boat

If You replace Your Boat, We will automatically provide temporary cover for the Replacement Boat from the date of purchase up to a maximum of 14 days and only up to the lesser of the purchase price of the Replacement Boat and the sum insured shown in the Policy Schedule under Section 1.

If cover is to continue on the Replacement Boat:

- You must give Us full details of the Replacement Boat within 14 days of purchase; and
- You must obtain Our agreement to cover Your Replacement Boat; and
- You must pay any additional premium We require and accept any changes in the terms and conditions of the Policy.

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

## Modifying Your Boat

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

When We receive this information, We may:

- alter the terms and conditions of Your Policy;
- charge You an additional premium;
- cancel Your Policy; or
- decide not to offer to renew Your Policy.

If You do not provide the information, We may not pay a claim under the Policy.

## Temporary extension to the Period of Insurance

If You have been at sea in Your Boat for more than 24 hours and Your Policy would otherwise expire (other than by cancellation), We will provide a temporary extension to the Period of Insurance until 24 hours after Your Boat arrives at its next port. The temporary extension to the Period of Insurance will apply automatically unless, when Your Boat arrives at its next port, You do not notify Us within 24 hours of its arrival to make arrangements to renew Your Policy.

## Transfer of interest

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

## Other insurance

To the extent permitted by the Insurance Contracts Act 1984 (Cth) (as amended) or any successor legislation, We will only provide cover to the extent that the amount of the claim is in excess of any payment that may be made from any other insurance.

## Yacht racing

Cover is provided for Social Yacht Racing. Should further cover be required contact Our office or Your independent Steadfast Insurance Broker for changes in premium, excess and conditions.

## Time trials

Cover is provided for time trials conducted under the control or regulation of a club, association or equivalent body to a maximum speed of 30 knots.

## Cancellation rights

You may cancel and return Your Policy at any time by notifying Us in writing.

We have the right to cancel Your Policy where permitted by law. For example, We can cancel:

- if You failed to comply with Your Duty of Disclosure;
- where You have made a misrepresentation to Us during negotiations prior to the issue of Your Policy;
- where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium; or
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.

If You or We cancel the Policy, We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and

termination of the Policy and any Government taxes, duties or fees paid in relation to the Policy that We cannot recover.

In the event that You have made a claim under this Policy and We have agreed to pay the full sum insured for Your Boat, no return of premium will be made for any unused portion of the premium for the Sections under which the full sum insured has been paid.

## Law

The Policy shall be governed in accordance with the Laws of the Commonwealth of Australia and the State or Territory where the Policy was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the courts of Australia.

# General exclusions

These exclusions apply to all Sections of the Policy.

## Geographic Limits

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

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

However, should Your Boat go beyond the Geographic Limits:

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

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

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

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

## Commercial use

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

## Persons in control

Any claim arising from an incident involving Your Boat or any boat covered by this Policy, when that boat is under the control of:

- an unlicensed person when a licence is necessary;
- a person without adequate experience to reasonably control that boat;

- a person under the influence of alcohol or drugs; or
- a person who has been refused boat or motor vehicle insurance within the last five years unless We have been notified of the refusal and We have subsequently agreed to cover such a person under this Policy.

This exclusion does not apply if You can prove that:

- You did not know or had no reason to suspect that the person with control of that boat was such a person; or
- as a result of an unforeseen emergency, it was reasonable for such a person to assume control of that boat.

## Racing

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

## Wear and tear

Any claim in respect of loss or damage caused by wear and tear, mould, deterioration, vermin, corrosion, electrolysis or inherent vice.

## Over powered Boat

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

## Pollution

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

## Boat condition

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

## Water-skiing

Any claim caused by or arising as a result of the use of Your Boat or any boat covered by this Policy for water-skiing, unless You advise Us and We agree to extend cover in writing.

## Safeguard

Any claim for loss or damage caused by or arising as a result of the lack of reasonable care, protection and/or security of Your Boat or any boat covered by this Policy or other insured property.

## Nuclear

Any claim caused by or arising as a result of ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste;
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- nuclear weapons material.

## Fraud

Any claim involving false or fraudulent representation by

- You; or
- Any person who is acting with Your express or implied consent. We may refuse payment of the claim and/or cancel the Policy under these circumstances.

## Deliberate, intentional, malicious or criminal act

Any claim caused by or arising as a result of a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- You; or
- Any person who is acting with Your express or implied consent.

## Unlawful purposes

Any claim arising from an incident involving Your Boat or any boat covered by this Policy or other insured property when it is being used for an unlawful or illegal purpose.

## Mooring

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

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

## Speed

Any claim caused by or arising as a result of Your Boat or any boat covered by this Policy exceeding the speed shown on Your Schedule.

## Computer software

Any claim for loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any Computer Technology and which:

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

## Terrorism/casualty exclusion

This Policy does not cover loss, damage, liability, injury, illness, death, cost or expense arising directly or indirectly out of or in any way connected with:

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or

- b. any action controlling, preventing, suppressing, retaliating against or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

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

# Claims conditions

These conditions apply to all Sections of the Policy.

## Prevent further damage or loss

You should do the following when appropriate to prevent further loss or damage:

- Dry Motor;
- Drain oil and fuel;
- Flush out engine with hose or dewatering fluid;
- Drain again;
- Fill with oil or dewatering fluid; and
- Take to repairer or mechanic as soon as possible.

## Notify Us and complete a claim form

- Notify Us immediately of the details of any loss or damage, anticipated or actual liability, death or Injury which is likely to result in a claim under this Policy; and
- Complete a claim form and forward it to Us.

*If Your Boat is damaged and You are covered under this Policy for the cost of repairing such damage, You must obtain a written, itemised quotation for repairs.*

*We may require statements or photographs or other documentation in support of Your claim.*

## After hours emergency claims service phone number

- 1300 00 CLUB (2582)

## Records You must keep

You must be able to prove Your loss. Please ensure You keep:

- All documentation relevant to the ownership or purchase of Your Boat and other property insured under the Policy;
- Any service records relevant to Your Boat and other property insured under the Policy;
- Evidence to support the amount of any Accidental Loss or Damage.

## What You must not do without Our consent

- admit fault, guilt or liability;
- negotiate or make any offer of settlement or payment;
- authorise repairs; and
- defend any claim.

**If You do not comply with these requirements We may refuse Your claim.**

## Repairers

You may choose the repairer of Your Boat. We may request that You take Your Boat to another repairer. You or Your repairer must get a written agreement from Us to start repairs before We will accept responsibility for them.

You must make Your Boat available for Our inspection. It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

## Total Loss

If We make a Total Loss payment for Your Boat, the Boat becomes Our property and We will keep the proceeds of any salvage sale.

## Excess

You are required to pay any applicable Excess shown on the Schedule, for each and every claim made under Your Policy. All claims arising out of one accident or incident are treated by Us as one claim.

We pay the relevant amounts in addition to the Excess payable by You.

## What help is required from You

In the event of a claim, any benefits that this Policy gives You depend on You giving Us full details of Your loss and the help that We require, including further written statements and documents We consider relevant. We may also require You to attend Court to give evidence.

You must help Us even after We have paid Your claim. We may attempt to recover the amount of Our payment from the person who caused You to suffer loss or damage or We may want to defend You if it is alleged that You caused loss or damage to someone else.

You must notify Us immediately of any incidents, demands, notices or Court documents You receive relating to an accident that resulted in or could result in a claim.

## Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under this Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance (less any legal or other fees We have incurred in relation to the recovery action).

## If Your Boat is a Total Loss

If Your Boat is a Total Loss;

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- no return of premium will be made for any unused portion of the premium.

# Other important information

## Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

- You know; or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You renew, extend, vary or reinstate the Policy.

## What don't You need to tell Us?

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know as an insurer; or
- We tell You We do not need to know.

## Who must tell Us?

Everyone who is insured under the Policy must comply with this duty.

## What happens if You (or they) don't tell Us?

If You (or they) don't comply with this duty, We may cancel the Policy or reduce the amount We pay if You make a claim – perhaps to zero. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

## General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this Policy wording.

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

## Privacy Act 1988 - Information

The Privacy Act 1988 contains National Privacy Principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy;
- determine the terms and conditions of Your Policy;
- compile data; and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with this Policy.

In certain circumstances, for example in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, investigators, agents etc or as required by law.

You have the right to seek access to Your personal and sensitive information and to correct it at any time. Club Marine aims to ensure that Your personal information is accurate, up to date and complete.

Please contact Club Marine on 1300 00 CLUB (2582) 8.30am to 5.30pm, Mon-Fri if You:

- would like to seek access to or revise Your personal information; or
- think that the information We currently have on record is incorrect or incomplete; or
- believe that the privacy of Your personal information has been interfered with.

In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about the privacy policies of Club Marine please call 1300 00 CLUB (2582) and ask for a copy of Our Privacy brochures.

From time to time Club Marine may advise or offer You information on other Club Marine or Allianz products or services that may be relevant and of interest to You. If You do not wish to receive these offers or information please call Club Marine – Freecall 1300 00 CLUB (2582) 8.30am to 5.30pm, Mon-Fri or indicate Your decision in the appropriate area of the Privacy section of Club Marine's website at [www.clubmarine.com.au](http://www.clubmarine.com.au)

## Customer Relations

We are proud to be the number one provider of pleasurecraft insurance in Australia and pride ourselves on Our customer service.

## Dispute Resolution Process - A free service helping You solve any problems

Disputes are not an everyday occurrence at Club Marine. We strive to do things the right way and keep Our customers happy.

Sometimes though complaints or disputes do occur. Our objective is to resolve any disagreement as

amicably and as quickly as possible. We believe that the best way to achieve this is to provide You with the opportunity for an unbiased review of the issue.

### Here is what to do if a dispute arises:

Regardless of whether the complaint or dispute involves Our staff, an agent, a loss adjuster, assessor, investigator, or the service We provide, simply contact Us and ask to speak to the team leader of the section handling Your claim or Policy. Provide them with the details of the issue concerning You and they will attempt to resolve the complaint or dispute. If they are unable to do so they will log it and refer it to the appropriate department for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and dispute resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

### If You are not satisfied with the outcome of this process:

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry external independent complaints scheme subject to eligibility. The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

### Phoning for assistance and confirmation of cover

To confirm any Policy transaction or clarify any of the information contained in this document or if You have any other queries, please use the contact details on the back cover, or contact Your independent Steadfast Insurance Broker.

# How to contact us

If You have any queries, want further information about the Policy, a copy of the Policy or want to confirm a transaction contact Your independent Steadfast Insurance Broker, or call Us.

## Victoria / Tasmania

40 The Esplanade Brighton VIC 3186  
Tel 1300 00 CLUB (2582) Fax (03) 8615 8178  
Email vic@clubmarine.com.au

## New South Wales / Australian Capital Territory

2 Market Street Sydney NSW 2000  
Tel 1300 00 CLUB (2582) Fax (02) 9266 7894  
Email nsw@clubmarine.com.au

## Queensland

1027 Manly Road Tingalpa QLD 4173  
Tel 1300 00 CLUB (2582) Fax (07) 3114 4736  
Email qld@clubmarine.com.au

## South Australia/ Northern Territory

Level 5, 89 Pirie Street Adelaide SA 5000  
Tel 1300 00 CLUB (2582) Fax (08) 7420 4738  
Email sa@clubmarine.com.au

## Western Australia

24 Mews Road Fremantle WA 6160  
Tel 1300 00 CLUB (2582) Fax (08) 6461 4701  
Email wa@clubmarine.com.au

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