



Boat Insurance

Product Disclosure Statement and
Policy Wording



Contents

Contents	2	Financial Claims Scheme	12
Part 1 – Important Information	4	Phoning for More Assistance and Confirmation of Transactions	12
Product Disclosure Statement	4	Notices	12
A Quick Overview of the Available Covers	4	Updating this PDS	12
Who is insuring you	4	Words with Special Meanings	13
About New Wave Marine and Hiller Marine	4	Policy Section 1 – Cover For Your Boat	16
The need to review.....	5	1. What You Are Covered For	16
Make sure you comply with your obligations under the policy once it is issued	6	2. What We Will Pay	16
What happens if you don't meet your obligations or an exclusion applies.....	6	2.1 For an Actual Total Loss or Constructive Total Loss....	16
Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us	7	2.2 For Partial Loss or Damage.....	16
What is the duty?.....	7	3. What You Will Contribute	16
Answering our Questions.....	7	3.1 Your contribution for new-for-old replacement parts and repairs on partial loss claims	16
Impact of acts of other insureds	7	3.2 Your contribution on electronic items	16
When does the duty apply until?	7	3.3 Your contribution for painting etc.	17
Consumer Insurance Contract Opt In Notice	7	3.4 Your Excess.....	17
What happens if you breach the duty?.....	7	3.5 Special Cyclone Excess	17
How we determine if there has been a breach?.....	8	3.6 No Excess for Securely Moored or Stored Boat	17
Need more help?	8	4. What You Are Not Covered For	17
Cooling Off Period and Cancellation Rights	8	5. Additional Condition and Exclusion applicable to Personal Watercraft	18
Your Premium	8	Policy Section 2 – Cover For Personal Effects And Water Sports Equipment	19
When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim	8	Personal Effects	19
If You Do Not Comply With or Meet any Policy Term ...	9	Water Sports Equipment	19
Terms Allowing Us to Refuse to Pay or Reduce a Claim	9	Policy Section 3 – Cover For Your Legal Liability	20
Terms Allowing Us to Refuse to Pay or Reduce a Claim Because of Pre-Existing Defects or Imperfections Existing Before the Policy was Entered Into	9	1. What You Are Covered For	20
Fraudulent Claims	9	2. Operating A Substitute Boat	20
Duty of Utmost Good Faith	9	3. We Will Also Pay For	20
Terms Apply to Extent Enforceable	10	4. Limit On What We Will Pay	20
Renewal Procedure	10	5. What You Are Not Covered For	20
Limits on Assigning Your Rights	10	Policy Section 4 – Cover For Personal Injury To You	21
Your and Our Representatives	10	1. Personal Injury	21
Privacy Statement	10	2. Definitions Applicable To This Section 4 Only	21
General Insurance Code of Practice	11	3. What You Are Not Covered For	21
Complaints and Disputes Resolution Process	11		

4. Other Conditions	21
<i>Policy Section 5 – Cover for Additional Costs and Expenses</i>	22
Clean Up Costs	22
Emergency Equipment Replacement Costs	22
Lost Keys Replacement Costs.....	22
Removal of Wreck Costs.....	22
Sighting Bottom After Grounding Costs.....	22
Transport and Accommodation Costs	22
<i>Policy Section 6 – Optional Covers</i>	23
A. Water-skiing and Aquaplaning Activities	23
1. What You Are Covered For	23
2. What You Are Not Covered For.....	23
B. Yacht Racing Risks.....	23
<i>Policy Section 7 – General Exclusions</i>	24
1. What You Are Not Covered For	24
2. We will not cover You when.....	24
3. We do not cover.....	25
<i>Policy Section 8 – General Policy Conditions and Provisions.....</i>	26
1. Cancellation Rights Under the Policy.....	26
Cancellation by You	26
Cancellation by Us.....	26
Effect of Cancellation.....	26
Premium Refund	26
2. Changes To Your Insurance Details – What You Must Tell Us.....	26
3. GST notice	27
Sums Insured	27
Claim Settlements – Where We Agree to Pay	27
Disclosure – Input Tax Credit Entitlement	27
4. Other Insurance	27
5. Social and Corporate Yacht Racing.....	27
6. Search and Rescue Use.....	27
7. Subrogation	27
<i>Policy Section 9 – Claims and Emergencies.....</i>	28
What to Do When a Claim Occurs	28
1. What You must Do	28
2. What You must not do.....	28
3. Repairers	28
4. Excess – the amount deducted from your claim.....	28
5. We may refuse or reduce a claim or cancel the Policy if amongst other things	29
6. Emergency Situations.....	29

Part 1 – Important Information

Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) and an important document **you** must read carefully before making a decision to purchase this insurance. This PDS can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **your** objectives, financial situation or needs. **You** need to decide if this insurance is right for **you**.

A Quick Overview of the Available Covers

By way of quick overview (refer to the **policy for terms**), this Boat Insurance **policy** is principally designed to provide cover for:

- Comprehensive Cover (see Policy Section 1 for details on page 16) – Available where Comprehensive Cover is selected and stated on the Policy Schedule. Designed to cover **your boat** for **accidental** physical loss or **damage, theft** and malicious **damage** while **your boat** is in **Australia**.
- Personal Effects and Water Sports Equipment (see Policy Section 2 for details on page 19) – Available where Comprehensive Cover is selected and stated on the Policy Schedule. Designed to cover **accidental** physical loss or **damage** whilst on **your boat** and while **your boat** is in **Australia**.
- Legal Liability Cover (see Policy Section 3 for details on page 20) – Available with or without Comprehensive Cover. Designed to cover **you** for **legal liability** arising from an **accident** involving **your boat** which occurs in **Australia**.
- Personal Injury Cover (see Policy Section 4 for details on page 21) – Available where Comprehensive Cover is selected and stated on the Policy Schedule. Designed to cover **you** if **you** suffer a specific bodily injury as a result of an **accident** in direct connection with the **boat**.
- Additional Costs and Expenses Cover (see Policy Section 5 for details on page 22) – Available where Comprehensive Cover is selected and stated on the Policy Schedule. Designed to cover **you** for various costs and expenses **you** may incur following an **accident** or **theft** of **your boat**, such as: emergency equipment replacement costs; lost keys; removal of wreck; transport and accommodation.

- Optional Covers (where applicable) as set out in Policy Section 6 – see page 23. Designed to:
 - cover **you** for **legal liability** arising out of water-skiing and aquaplaning activities;
 - cover **your boat** for **accidental** physical loss or **damage** and **your legal liability** arising while racing.

Only available where Comprehensive Cover is selected and stated on the Policy Schedule.

The above cover is subject to eligibility criteria and provided subject to the **policy terms** as explained in this document. **You** must read the **policy** for full details of the cover.

Who is insuring you	About the insurer – Berkshire Hathaway Specialty Insurance.
	The insurer of this insurance product is Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA. Liability is limited). ABN 84 600 643 034, AFS License No. 466713 (referred to as “BHSI” in the Policy). BHSI’s contact details are: GPO Box 650, Sydney NSW 2001 Email: australia@bhspecialty.com
Who acts for the insurer	About New Wave Marine and Hiller Marine
	New Wave Marine is a trading name of Hiller Marine Pty Ltd, ABN: 88 611 606 029, AFSL 553722 (Hiller Marine) and acts under an authority given by BSHI to arrange, enter into, vary and dispose of this insurance on BHSI’s behalf. This means that Hiller Marine will be acting as agent for BHSI, not for you . Hiller Marine’s contact details are: Level 14, 44 Market Street, Sydney, NSW 2000 Telephone: 1300 121 046 Email: help@newwavemarine.com.au

There are words with special meanings

Words and terms in bold (other than headings) are defined in the Words with Special Meanings section on page 13, unless expressly stated otherwise in the **policy**.

What you need to do when making any disclosures and answering questions

You have a duty to take reasonable care not to make a misrepresentation to **us** when applying for new business or to renew, extend, vary/change, replace or reinstate **your** insurance. If **you** don't comply with the above obligation, **we** may be able to refuse to pay or reduce a claim you make and/or cancel the **policy**, or treat it as if it never existed, subject to relevant law.

Refer to the "Your duty to take reasonable care not to make a misrepresentation to us" notice on page 7 for details.

Some important things to understand about the cover

The standard cover **we** provide is set out in the relevant cover section(s) starting page 16 (subject to eligibility and acceptance by **us**). **We** may apply additional **terms** that affect this cover if **we** agree this with **you** or where permitted by law.

The cover and what **we** pay can be affected by things such as:

- exclusions which restrict the cover;
- compliance with any **terms**/conditions **we** apply which impose obligations on **you** and others who may be covered;
- limits (including time limits) **we** apply to the cover;
- **excess(es)** **you** have to pay in relation to a claim;
- recovery **you** or **we** may make in relation to the relevant loss.

You need to consider these things to see if the cover is right for **you** personally as **we** don't do this. **You** should seek advice to help **you** when needed.

The need to review suitability of cover on an ongoing basis

Where **we** agree to insure **you**, **we** confirm this by issuing a **policy schedule**. This contains details such as what or who **we** insure, what covers are provided and your contact details. Some special **terms** apply for renewals. See Renewal Procedure page 10.

This document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document) form **your** agreement or contract with **us** (the "**policy**").

You need to read them together and keep them in a safe place for future reference. These are the **terms** on which **we** have agreed to provide insurance to **you**. Check they set out what **you** believe was agreed and that the information in them is accurate and up to date. If not, contact **us** immediately as this may adversely affect **your** right to cover.

Make sure you comply with your obligations under the policy once it is issued

The **policy terms** impose obligations on **you** that **you** need to meet such as:

- notifying **us** if certain things affecting the risk **we** have insured change. For example, **you** sell the insured property or in circumstances noted in Changes to Your Insurance Details – What You Must Tell Us page 26.
- taking certain action when an event that gives rise or may give rise to a claim occurs. For example, notifying **us** of this and taking reasonable care to mitigate any loss. See in particular Making a Claim What You Must Do page 28 and Prevent Further Loss, Damage or Liability page 28 and What You Must Do: Do Not Admit Liability page 28.

Some of the key policy conditions and limitations of the **policy**:

- if **your boat** is kept on a permanent swing mooring, **you** must verify that it complies with the regulations, specifications or standards required for **your boat's** size and remain in good order – such compliance includes being lifted and inspected at intervals as required by the relevant authorities, and in any event at least every three (3) years;
- **you** only allow persons who **you** know are suitably licensed, experienced and qualified and are aware of, and adhere to, maritime regulations and practice good seamanship to be in control of **your boat**;
- ensuring **your** boat whilst afloat on inland and coastal waters is within 250 nautical miles off mainland Australia or Tasmania;
- where replacement of the whole or part of any insured item results in a new-for-old part being provided (because of unavailability of parts or otherwise), **You** will be required to make a contribution towards the cost of repair or replacement.

What happens if you don't meet your obligations or an exclusion applies

If **you** don't meet **your** obligations under the **policy terms** **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 8 and Cancellation on page 26 for further information.

Some of the key exclusions under the **policy** are:

- any loss, **damage** or **legal liability**:
 - caused by or arising as a result of the **boat** being not **seaworthy**, or due to lack of repair or maintenance of **your boat** or any other **boat** covered by the **policy**;
 - arising from **your boat** being on a mooring or berth that is not suitable for **your boat's** size or type;
 - where **You** have not always acted to maintain and use **your boat, motors, machinery, equipment and accessories** in good condition and in accordance with manufacturers' recommendations, and take prudent measures to protect **your boat**;
- any loss or **damage** caused by **your** reckless acts or wilful misconduct;
- the cost of repairing or replacing **damaged** item(s) due to **mechanical or electrical breakdown** or electronic failures;
- if **your boat** is being operated:
 - with a **motor** more powerful than recommended by the **hull** manufacturer for the **hull** specifications; or
 - with more than the maximum number of passengers or load recommended by the **hull** manufacturer.
- wear and tear;
- if **your boat** is under the control of any person who is under the influence of alcohol and/or drugs.

Cooling off period and cancellation rights

You have cooling off rights that allow **you** to return the product for any reason within the cooling-off period see page 8.

You also have cancellation rights see page 26. **We** can cancel where permitted by law see page 26. Make sure **you** understand the premium refund **terms** when the **policy** is returned or cancelled as set out in these provisions.

Making a claim

If **you** want to make a claim under the **policy** contact **us**.

If **you** are represented by someone (e.g., a broker) speak with them in the first instance to see what assistance they can provide.

Make sure **you** start by reading and complying with the claims conditions on page 28. If **you** don't, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**.

Complaints and Disputes

If **you** need to make a complaint see Complaints and Disputes Resolution on page 11.

Premium

This is what **you** need to pay in return for **us** issuing this insurance. **We** agree the premium with **you** and how and when it must be paid before **we** issue the insurance. See Your Premium on page 8 for more details.

Impact of acts of other insureds

If there is more than one **insured** on the **policy**, then anything that any of the other **insureds** say, do or omit to advise applies to and affects the rights to all of the **insureds**, unless **we** expressly state this is not the case in a **term**.

This is not all you need to know

This only provides some important information to be aware of. **You** must read the **policy** for details of what **your** and **our** rights and obligations are under this insurance.

Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract.

Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us**What is the duty?**

All persons who will be an **insured** covered by the insurance (referred to as **you, your**) have a legal duty to take reasonable care not to make a misrepresentation to **us** (i.e., the insurer).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. E.g., a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering **our** questions:

- take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for **you**, **we** will treat their answers as **yours**. In such a case **you** should check the questions have been answered correctly on **your** behalf by them.

When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate your insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell us about this change before the time ends.

What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay your claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific, any questions asked by **us** were;
- how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us** or go to www.newwavemarine.com.au

Cooling Off Period and Cancellation Rights

You have a cooling off period of twenty-one (21) days from the date **we** first issue **your policy** and also on any renewal. During this period **you** can return **your policy** and receive a refund of **your** premium unless:

- **you** have made a claim;
- an event has occurred that could give rise to a claim on **your policy**; or

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

In addition to **your** cooling off period, **you** can cancel **your policy** at any time (See Cancellation Rights Under the Policy on page 26).

Your Premium

Where **we** have agreed to issue cover, **we** do so in return for **you** paying or agreeing to pay **us** the premium. The premium and the time it needs to be paid by are specified in the **policy schedule**. It depends on a number of factors (and can change on renewal) such as:

- **your** risk profile which includes where **your** boat is situated, the boat being insured, the type and amount of cover **you** get, who is covered, the relevant claims experience of those covered;
- any applicable discounts;
- any compulsory government charges and any applicable fire services levy;
- any applicable **excess(es)**;
- other charges **you** are told by **us** of; and
- other factors that **we** consider relevant to the likelihood of a claim being made on **your policy**.

When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may refuse to pay or reduce the amount **we** pay under a claim to the extent permitted by law. The situations in which **we** may refuse to pay or reduce the amount **we** pay under a claim under the **policy** include (but are not limited to):

- a) when **you** apply for cover (this includes new business, variations and renewals) and **you** have made a misrepresentation in breach of the duty to take reasonable care not to make a misrepresentation to us under the Insurance Contracts Act 1984 (Cth) (Refer to the "Your duty to take reasonable care not to make a misrepresentation to us" notice on page 7 for details); or
- b) if **you** do not comply with or meet a **term** or condition (including where an exclusion applies or other limitation) of the **policy** (All referred to as "**terms**" when used below) – See If You Do Not Comply With or Meet any Policy Term below for more detail;
- c) if **you** make a fraudulent claim – See Fraudulent Claims below;
- d) where **you** have not or are not acting in accordance with **your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See Duty of Utmost Good Faith below.

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) or **excess(es)** that apply and recoveries **you** or **we** might make relevant to a loss. The **policy** sets out the relevant limits and **excess(es)** and when they apply to a claim.

If You Do Not Comply With or Meet any Policy Term

We will only rely on any rights **we** have regarding the operation of or breach of a **term** of the **policy** to the extent permitted by law (including **our** right to refuse or reduce a claim noted above). **We** provide some key examples below. **You** need to seek **your** own advice regarding all relevant legal rights **you** may have.

Terms Allowing Us to Refuse to Pay or Reduce a Claim (in Whole or Part) by Reason of an Act by You or Some Other Person that Occurred After the Policy was Entered Into

Subject to **our** rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the **policy** (this includes all **terms** or conditions, including any exclusion or other limitation) is to allow **us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **you** or some other person that occurred after the **policy** was entered into, **we** will exercise **our** rights under the **policy** as explained below (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by **you** or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the policy or of allowing the state or condition of that subject-matter to alter.

How **we** exercise **our** rights where section 54 applies (unless there is a Fraudulent claim)

- Where:
 - the act was necessary to protect the safety of a person or to preserve property;
 - it was not reasonably possible for **you** or the other person not to do the act; or
 - **you** prove no part of the loss that gave rise to the claim was caused by the act,

we will not refuse to pay or reduce the claim by reason only of that act.

- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy** but **you** prove that some part of the loss that gave rise to the claim was not caused by the act, **we** may not refuse to pay the claim, so far as it concerns that part of the loss but,

we can reduce **our** liability in respect of the claim by an amount that fairly represents the extent to which **our** interests were prejudiced as a result of that act.

- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**, **we** may refuse to pay the claim.

Terms Allowing Us to Refuse to Pay or Reduce a Claim Because of Pre-Existing Defects or Imperfections Existing Before the Policy was Entered Into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **policy**:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into **you** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in the **policy** that has the effect of limiting or excluding our liability under the contract by reference to the condition, at a time before the **policy** was entered into, of the thing. This does not apply if the **policy** is in an excluded class to which section 46 does not apply. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Fraudulent Claims

In all cases, where a claim is made fraudulently under:

- the **policy**; or
- the Insurance Contracts Act against **us** by a person who is not the **insured**,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Duty of Utmost Good Faith

- Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the **policy** to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **policy** on a provision of the **policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Terms Apply to Extent Enforceable

A **term** (or part of a **term**) of the **policy** will be applied to the extent is not unenforceable under relevant law.

Renewal Procedure

Before the end of **your period of insurance we'll send you** a notice advising if **we** are prepared to renew this insurance and if so on what **terms**, including the cost. It is important to read this document as things can change.

The sums insured for **specified contents** are not adjusted. Check value of these items to make sure this insurance still meets **your** needs.

If **you** don't want to take up the renewal offer or need to vary it or the information listed, contact **us** before the renewal.

Each renewal is a separate policy, not an extension of the prior policy and the cooling off period applies on each renewal.

Any optional benefits **you** have been provided which will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

Limits on Assigning Your Rights

You cannot assign any benefits, rights or obligations under **your policy** unless **you** have **our** written permission to do so (such consent not to be unreasonably withheld).

Your and Our Representatives

If **you** want to appoint a representative to act on **your** behalf **you** must provide **us** with reasonable details, including the authority **you** wish to provide to them but **we** need to consent (such consent not to unreasonably be withheld).

If someone is acting as **our** representative and not **yours**, **we** require them to tell **you** this.

Remuneration may be paid by **us** to **our** representatives and referrers and in some cases to **your** representatives who arrange insurance for **you**. **You** can ask **us** and them for details.

Privacy Statement

We are covered by the Privacy Act 1998 (Cth) and its Australian Privacy Principles (APPs), which set out standards for the collection, use, disclosure and handling of personal information. In this Privacy Notice **We**, **Our** and **Us**

means Berkshire Hathaway Specialty Insurance Company ABN 84 600 643 034 along with all companies in the Berkshire Hathaway group of insurance companies and third parties, including New Wave Marine, who provide services to **Us** or on **Our** behalf.

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details. This privacy notice details how **We** collect, disclose and handle Your personal information.

What are the purposes We collect Your personal information for?

We, and entities acting on **Our** behalf, only collect personal information (including sensitive information) from or about **You** for the purposes of assessing **Your** application for insurance and administering **Your** insurance policy, including managing and administering any claim made by **You**.

What happens if You don't give Us Your personal information?

Without **Your** personal information, **We** may not be able to provide **You** with **Our** services or products, issue insurance cover, administer **Your** insurance or process **Your** claim.

How do We collect Your personal information?

Collection can take place through websites (from data **You** input directly or through cookies and other web analytic tools), email, by telephone or in writing. **We** collect it directly from **You** unless **You** have consented to collection from someone other than **You**, it is unreasonable or impracticable for **Us** to do so or the law permits **Us** to.

If **You** provide **Us** with personal information about another person **You** must only do so with their consent and agree to make them aware of this privacy notice. **We** will only use **Your** personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes listed above.

Who do We disclose Your personal information to?

We may disclose **Your** personal information to other companies in the Berkshire Hathaway group and to third party service providers, including Hiller Marine, for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in New Zealand, India, Singapore, Hong Kong, Malaysia, France, Germany, the United Kingdom, Canada and the United States of America, or countries where claims assistance or related services are provided. These details may change from time to time. **You** can contact **Us** for

further information. Where such disclosure is made, **We** make all reasonable efforts to ensure that the arrangements **We** have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

How do You contact Us and what are Your opt out rights?

By providing **Us** with personal information **You** and any other person **You** provide personal information for, consent to these uses and disclosures unless **You** tell us otherwise. If **You** wish to withdraw your consent, please contact **Us**.

If **You** wish to obtain details of the personal information **We** hold about **You** (including to correct or update the personal information **We** hold about **You**), or if **You** have a complaint about a breach of Your privacy, please refer to **Our** privacy policy available at:

- <https://newwavemarine.com.au/> or by emailing help@newwavemarine.com.au; or
- <https://www.bhspecialty.com/privacy-policy/>, or by emailing australasia.privacy.compliance@bhspecialty.com.

We reserve the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if **You** are seeking information on another person's behalf, **We** will require written authorisation from that individual.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

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

For further information on the Code, please visit www.codeofpractice.com.au, or visit **our** website. Further information about the Code Governance Committee (CGC) is available at <https://insurancecode.org.au/>

You can obtain more information on the Code of Practice and how it assists **you** by contacting **us**.

Complaints and Disputes Resolution Process

Our complaints process

We view seriously any complaint made about **our** products or services and will deal with it promptly and fairly

If **you** have a complaint please first try to resolve it by contacting the relevant member of **our** staff, or **our** Internal Disputes Resolution Officer by email at complaints.australia@bhspecialty.com. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

If **you** have a complaint against Hiller Marine, please first try to resolve it by contacting Hiller Marine on 1300 121 046 or emailcomplaints@newwavemarine.com.au.

If **you** are not satisfied with the final decision, or a final decision has not been provided to **you** within 30 calendar days of the date on which **you** first made the complaint, **You** may contact the Australian Financial Complaints Authority (AFCA) if not already done. See below for more details on AFCA.

You can contact **us** using the contact details on the back cover if **you** want more information on **our** procedures.

AFCA

A complaint can be referred to AFCA at any time, subject to its rules. The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy **your** concerns, subject to the complaint falling within its rules.

AFCA only considers complaints (otherwise covered by its rules) referred to it within 2 years of **our** final decision, unless AFCA considers special circumstances apply. If AFCA tells **you** that under its rules it cannot assist **you** or consider **your** dispute, then **you** can seek independent legal advice. **You** can also seek to access any other external dispute resolution or other options that may be available to **you**.

For further details **you** can visit their website at www.afca.org.au or contact them:
Australian Financial Complaints Authority
PO Box 3
Melbourne, VIC, 3001
Telephone: 1800 931 678
Email: info@afca.org.au

Governing Law

Your policy is governed by the law of the Australian State or Territory where the policy is issued.

Financial Claims Scheme

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

Phoning for More Assistance and Confirmation of Transactions

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

Notices

Any communications to **us**, including notices as provided for or required under the **policy**, must be sent to Hiller Marine.

We will send all notices in relation to the **policy** to:

- a) the nominated insurance intermediary of the “**insured’s**” specified on the **policy schedule (insured)** until **we** receive written notice to the contrary from the **Insured**; or
- b) if there is no nominated insurance intermediary, the **insured**, acting on behalf of **you**.

Any notice **we** give the **insured** will be in writing, and it will be effective:

- a) if it is delivered to the **insured** or their nominated insurance intermediary personally; or
- b) if it is delivered or posted to the **insured’s** address or the **insured’s** nominated insurance intermediary address last known to **us**.

It is important for the insured to tell us of any change of address as soon as possible.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example **policy schedules**, and/or **endorsements**) 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. An electronic copy made available without charge on request.

Words with Special Meanings

The following key words and terms used in the policy which appear in bold (other than in headings) have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a policy section, term or condition.

Accident or Accidental means a sudden and unforeseen **occurrence** being a fortuity causing physical loss or **damage, legal liability**, death or bodily injury that is not intended or expected by **you**. This includes a series of **accidents** arising out of the same **occurrence**.

Actual Total Loss is a loss that occurs when **your boat** is destroyed or damaged to such an extent that it can be neither recovered nor repaired for further use or is irretrievably lost.

Agreed Value means the value of **your boat** that **you** and **we** have agreed at the time of insuring **your boat** or at any renewal or variation and which is specified as the **total sum insured** in the **policy schedule**. Unless **we** agree otherwise in writing, the **agreed value** shall not exceed 15% of the purchase price of the **boat**.

Anti-Theft Device means a professionally manufactured purpose-designed device which has been designed specifically to prevent theft of the **boat**, its **motor, trailer, tender, equipment and accessories**. (Note: a chain or padlock(s) is not an anti-theft device).

Boat means the boat described in the **policy schedule**, comprising the:

- **hull**;
- **motor(s)**, including fuel tanks (unless they form part of the **hull**);
- **equipment and accessories**;
- sails, masts, spars, standing and running rigging;
- **tender**; and
- **trailer**.

Burglary means **theft** following violent and forcible entry into or exit from the locked cabin or a lockable part of **your boat** or its **tender** (if applicable), or a building where the **boat** is stored, and which is reported to the Police.

Constructive Total Loss means the estimated cost of repairing **your boat** exceeds the **total sum insured**.

Damage means any form of physical damage to **your boat** but does not include wear and tear or any condition or fault that was present before the **policy** came into force.

Depreciation means loss in **market value**.

Due Diligence means:

1. **you** always act to maintain and use **your boat, motors, machinery, equipment and accessories** in good condition and in accordance with manufacturers' recommendations, and take prudent measures to protect **your boat**;
2. **you** only allow persons who **you** know are suitably licensed, experienced and qualified and are aware of, and adhere to, maritime regulations and practice good seamanship to be in control of **your boat**;
3. if **your boat** is kept on a permanent swing mooring, **you** must verify that it complies with the regulations, specifications or standards required for **your boat's** size and remain in good order – such compliance includes being lifted and inspected at intervals as required by the relevant authorities, and in any event at least every three (3) years.

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

Equipment and Accessories means safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for use of or with **your boat**. This includes canopies, electronic devices used solely for navigational purposes, **boat** and **motor** covers, life-saving equipment including life jackets, depth sounders, two way radios and any other **equipment** and **accessories** specified in the **policy schedule**. It excludes jewellery and watches or other timepieces. **Equipment** and **accessories** does not include **personal effects**.

Excess means the first amount of any claim which must be paid by **you**. When **you** apply for cover, and before the **policy** is entered into, **we** will tell **you** the amount of any **excess** payable and it will also be stated in the **policy schedule** or in the **policy** wording. There may be more than one excess applicable in any one claim, depending on the **occurrence**. The **excess** shall not apply to a claim for **total loss** or **constructive total loss** of **your boat**.

Family means **your** spouse or domestic partner and the children, parents or other relatives of **you** and **your** spouse or domestic partner who live permanently with **you**.

Fishing Gear means rods and reels owned by **you** that are used for the purpose of recreational or sports fishing.

Hull means the hull, deck, cabin, deck fixtures and fittings on or below the deck of **your Boat** that are not normally removable and would normally be sold with the **boat**.

In Australia means for the purpose of this **policy**:

- whilst afloat on inland and coastal waters within 250 nautical miles off mainland Australia or Tasmania;
- while ashore including on slipways or in dry-docks in Australia for the purposes of slipping, haul out or whilst under repair or in storage;
- whilst in transit on land in Australia, provided the transit is by purpose-built trailer, transporter, cradle or beach trolley designed for the transit of **your boat**, unless a restriction applies and is stated in **the policy schedule**.

When your **boat** is embarking on an overseas voyage the **policy** will cease from the time that **your boat** is cleared by Australian Border Force. On **your** return from an overseas voyage, any remaining cover under the **policy** recommences from the time **your boat** clears Australian Border Force.

Legal Liability means the legal responsibility arising out of the ownership or use of the **boat** to pay compensation for death, injury, loss or damage to other people or their property.

Market Value means the reasonable sale value of the item of insured property immediately prior to the loss or **damage**. In the event of dispute over the **market value**, an expert opinion of a valuer, surveyor, repairer (if applicable) or other suitable expert shall be engaged to offer an opinion at the **insurer's** cost.

Mechanical or Electrical Breakdown means the failure or breakage of, or the inability to operate, any component or accessory, including any **motor**, engine or transmission, any mechanical or electrical or electronic or alarm system, and includes any **damage** their failure causes to the rest of those systems.

Motor means stern drive units, inboard and outboard engines described in the **policy schedule** and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank(s) and lines, battery and control cables and generator.

Named Cyclone or Windstorm means a cyclone, tropical depression, tropical storm, hurricane or windstorm named by the Bureau of Meteorology or any other similar foreign or domestic government body or agency.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions which results in loss or **damage** neither expected nor intended by **you**. An **occurrence** may or may not give rise to a payable claim.

Period of Insurance means the period of time that **you** are covered by the **policy** as shown in the **policy schedule**, unless the **policy** ends earlier in accordance with its terms or law. Each renewal results in a new contract and new **period of insurance**.

Personal Effects means only the following personal items belonging to **you** or **your family** or passengers on board the **boat** or its **tender** – clothing, binoculars, mobile phones, prescription glasses and sunglasses, waterproof gear, bags, eskies, wine coolers, shoes, wallets or purses (excluding cash and credit cards), toiletry articles, hats or caps, keys or pens, portable radios, MP3 players and compact disc players.

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

Policy means this **policy** wording, the PDS, the **policy schedule** and any endorsement(s) or other documents issued by **us** in writing amending the **policy** wording or **policy schedule**, all of which are to be read together.

Policy Schedule means the most recently dated **policy schedule** we have provided to **you** which specifies important information such as the **policy** number, navigation limits, details of the **boat**, **total sum insured** and any **excess(es)** payable.

Premium means the amount **you** agree to pay for the insurance provided by the **policy** as specified in the **policy schedule** or any endorsement. The **premium** does not include government or other levies or taxes which may be payable in addition to the **premium**.

Salvage means what is left of the **boat** after it has suffered loss or **damage**.

Seaworthy means the **boat** is in a good condition, well maintained, suitable, capable and properly equipped for use in usual sea or water conditions and is reasonably fit in all respects to operate safely and efficiently for its designed purpose. This means:

- the **boat** is designed for the intended usage;
- the **hull** is structurally sound and clean;
- all mandatory safety gear is on board (when on the water) and kept in a good condition; and
- all other parts of **your boat** (e.g. **motor**, steering, anchor, pumps, navigational equipment, etc.) are kept in a good condition, good working-order and well maintained and **you** can verify the maintenance recommendations of the manufacturer have been carried out.

Social or Corporate Yacht Racing means organised yacht racing including the use of spinnakers and/or extras and where the race distance is less than 50 nautical miles.

Tender means a small auxiliary boat or dinghy capable of being carried on deck or on davits on **your boat** or which is towed behind **your boat**, that is used as a lifeboat or means of transportation between **your boat** and the shore. **Tender** does not include any other type of **personal watercraft** unless agreed by **us** in writing.

Term(s) means any term, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

Theft means the taking of **your boat**, or other items that are covered by the **policy**, without **your** knowledge, consent or agreement.

Third Party means parties or persons who are neither **you**, **your family** nor **us**.

Total Sum Insured means the amount **we** agree to insure **your boat** for and is the total value for the **boat's hull, motors, equipment and accessories**, sails, masts, spars, standard and running rigging and **trailer**, whether individual sums insured are specified for these items or not.

Trailer means the **trailer** noted as covered in the **policy schedule**, which is a roadworthy vehicle in a condition that complies with registration requirements and designed to be towed by a motor vehicle and used in transporting **your boat**.

Water Ski Equipment means water skis, wakeboards, knee boards, ski biscuits, vests and ropes owned by **you**.

Water Sports Equipment means diving equipment, fishing gear, water-ski equipment, paddle boards, inflatable toys or other similar equipment or toys used by **you** for sporting or recreational purposes whilst on **your boat**.

We or Our or Us or Insurer means Berkshire Hathaway Specialty Insurance Company acting through its agent New Wave Marine.

You or Your or Insured means the person(s) or entity(ies) named in the **policy schedule** as the **insured**.

Policy Section 1 – Cover For Your Boat

The following cover for **your boat** is only available if 'Comprehensive Cover' is selected and stated on the **policy schedule**.

1. What You Are Covered For

We will insure **your boat** for:

- **accidental** physical loss or **damage**;
- **theft**;
- malicious **damage**; or
- **damage** caused to **your boat** by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from an **accident to your boat**, provided this has not resulted from a lack of **due diligence** by **you**,

while **your boat** is in **Australia** and which occurs during the **period of insurance**.

We will only cover **your equipment and accessories** for the events listed above whilst on board **your boat in Australia**, which occur during the **period of insurance** and whilst:

- **your boat** is in use;
- **your boat** is left unattended when moored or on its **trailer** provided the **equipment and accessories** are locked in a cabin or locked space; or
- whilst temporarily removed from **your boat**;
- for the purpose of repair including while being taken to or from repair or storage;
- for storage in securely locked premises; provided at all times **you** act with **due diligence**.

All cover is subject to the exclusions and conditions shown elsewhere in the **policy**.

2. What We Will Pay

2.1 For an Actual Total Loss or Constructive Total Loss

If **your boat** is insured on an **agreed value** basis **we** will pay **you** the **agreed value** of **your boat** as stated in the **policy schedule**.

We will not pay for any unrepaired **damage** in addition to an **actual total loss** or **constructive total loss**.

If **we** pay **you** for an **actual total loss** or **constructive total loss** **you** agree that **we** are entitled (but not obliged) to take ownership of any **salvage** or remaining **boat** or parts.

2.2 For Partial Loss or Damage

We will either:

- repair or replace the item(s) involved;
- pay **you** the reasonable cost of repairing or replacing the item(s);
- pay **you** the **agreed value** (where insured on an **agreed value** basis) of the item(s) involved; or
- pay **you** the **market value** of the item(s) involved where the item does not have an **agreed value** specified in the **policy schedule**,

whichever is the lesser.

3. What You Will Contribute

3.1 Your contribution for new-for-old replacement parts and repairs on partial loss claims

If any replacement of the whole or part of any insured item results in a new-for-old part being provided (because of unavailability of parts or otherwise), **You** will be required to make a contribution towards the cost of repair or replacement where the used item that has been repaired or replaced is over:

- one (1) year old, at the date of such loss or **damage**; or
- three (3) years old, at the date of such loss or **damage** for sails, fabric protective covers and **motor(s)**.

Your contribution will be the equivalent to 5% per year of the age of the item(s) subject to a maximum contribution of 50% of the item(s). This contribution shall be deducted by the **insurer** from any claims payment.

3.2 Your contribution on electronic items

When electronic items are over one (1) year old at the date of such loss or **damage** **your** contribution will be the equivalent of 15% per year subject to a maximum contribution of 75% of the item.

Electronic items comprise only the following: personal and or laptop computers, mobile/smart phones, communication or photographic equipment, home entertainment equipment including TV(s) and DVD player(s), iPads iPods, portable radio, mp3 players and compact disc players, mobile phones, CDs and DVDs, auto pilot, depth sounders, GPS (global-positioning system), EPIRB (Emergency Position Indicating Radio Beacon), two-way radios and other electronic equipment.

3.3 Your contribution for painting etc.

In respect of any claim for painting, recoating or treating a **damaged** area of **your boat** following repair, **we** will pay 25% of the additional costs of painting, recoating or treating surfaces immediately adjacent to the **damaged** area of **your boat** following repair to match colours and finish. The balance of such costs, and the costs of painting, recoating or treating remaining areas will be at **your** cost.

3.4 Your Excess

The **excess** amount stated on the **policy schedule** will be deducted from **your** claim unless stated otherwise in the **policy**.

3.5 Special Cyclone Excess

Unless otherwise stated in the **policy schedule**, in addition to the **excess** amount stated in the **policy schedule**, **we** will apply an additional **excess**, being an amount of 10% of the **agreed value** of **your boat**, when it or any part of it is lost or **damage** is as a direct result of a **named cyclone or windstorm** when **your boat** is located North of Hervey Bay on the East Coast of Australia, or North of Exmouth on the West Coast of Australia).

3.6 No Excess for Securely Moored or Stored Boat

In the event of a claim for **accidental** loss or **damage** to **your boat** that occurs while it is moored at its permanent or usual berth/pen (including air dock/air berth), private jetty, pontoon or stored ashore within a secured compound of a commercial marina or yacht club, **we** will not deduct the **excess** shown in the **policy schedule** unless stated otherwise in the **policy**.

This additional cover does not apply when:

- **your boat** is moored on a swing mooring at the time of the loss, or is not in its permanent or usual berth; or
- the claim is for loss or **damage** caused by a **named cyclone or windstorm**.

4. What You Are Not Covered For

- 1) Claims for **depreciation**;
- 2) Loss, including **theft**, of outboard **motor(s)** that are not securely attached to **your boat**;
- 3) The cost incurred in remedying a fault or error in design or construction or, in the event of **damage** resulting from a fault or error in design or construction and giving rise to a claim under the **policy**, for any additional cost or expenditure incurred by reason of betterment or alteration required, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a fault or error in design or construction.

- 4) The cost of repairing or replacing **damaged** item(s) due to **mechanical or electrical breakdown** or electronic failures unless caused by any of the following:
 - a) fire, explosion or lightning;
 - b) collision with another boat or external object other than water;
 - c) a malicious act by persons other than **you** or a **family** member;
 - d) **burglary** and/or **theft**.

We will however pay for the cost of repairing consequential **damage** to **your boat** due to such failure.

- 5) Loss or **damage** to:
 - a) sails and protective covers caused by wind or water unless **your boat** is stranded, sunk or in a collision or suffers mast or rigging failure; or
 - b) sails, masts, spars, standing and running rigging while **your boat** is racing, unless **we** have agreed to provide the Optional Cover "Yacht Racing Risks" and this is shown in the **policy schedule** and **you** have paid or agreed to pay any additional **premium** required. This clause does not apply to **social or corporate yacht racing**.
- 6) Claims arising from **your boat** in use anywhere other than **in Australia**.

We will not cover **you** for loss or **damage** caused by or resulting from:

- 7) wear and tear, osmosis, deterioration, vermin, marine and non-marine infestations or organisms, weathering including sunlight, dampness or normal wetting or any other gradually operating cause;
- 8) rot, mould, rust or other forms of corrosion, delamination, mildew or electrolysis, oxidation and inherent vice; or
- 9) gradual ingress of water into the **boat**, its **motor(s)** and **equipment and accessories** where **you** cannot provide proof that the **boat** has been regularly checked (at least once every 3 months) to ensure that these are in a water-tight condition and bilge pumps are functioning and in good order.

5. Additional Condition and Exclusion applicable to Personal Watercraft

- 5.1 If **your boat** is a **personal watercraft** it is a condition of **your policy** that **you** are at all times required to take reasonable security measures to prevent **theft** including ensuring all Anti-Theft Devices are engaged. We will not cover You for Theft where You have failed to ensure all **anti-theft devices** are engaged.
- 5.2 If **your boat** is a **personal watercraft** we will not cover **you** for water ingress (i.e. the in-flow of water into the **personal watercraft**), causing **damage** to the **motor** other than **damage** caused as a result of an impact or collision with a solid object resulting in **damage** to the **hull**.
- 5.3 **We** will not cover water ingress resulting from the seat or hatches of the **personal watercraft** detaching from the **hull** unless caused as a result of an impact or collision with a solid object.
- 5.4 When the person in control of the **personal watercraft** was less than 25 years of age at the time of loss or **damage**, then an additional excess of \$500 will apply.

Policy Section 2 – Cover For Personal Effects And Water Sports Equipment

The following cover for **personal effects** and **water sports equipment** is only available if 'Comprehensive Cover' is selected and stated on the **policy schedule**.

Personal Effects

We will cover **personal effects** of **you**, **Your family** or any passengers on **your boat** or its **tender** for **accidental** loss or **damage** while they are on board or being carried to or from **your boat** or its **tender** while **your boat** is in **Australia** and which occurs during the **period of insurance**. Unless otherwise shown in the **policy schedule**, the maximum **we** will pay for loss or **damage** is \$1,500 any one item to a maximum of \$10,000 in total any one **occurrence**.

We will either:

- repair or replace the item(s) involved; or
- pay **you** the reasonable cost of repairing or replacing the item(s).

We will not cover **you** for **theft** of **personal effects** of **you**, **your family** or any passengers on **your boat** or its **tender**, unless this follows **burglary**.

Water Sports Equipment

We will cover **your water sports equipment** whilst on **your boat** for **accidental** loss or **damage** while **your boat** is in **Australia** and which occurs during the **period of insurance**. Unless otherwise shown in the **policy schedule**, the maximum **we** will pay for loss or damage is \$1,500 any one item to a maximum of \$10,000 in total any one **occurrence**.

We will:

- repair or replace the item(s) involved or, at **our** option, pay **you** the reasonable cost of repairing or replacing the item(s); or
- pay the current **market value** of the item(s), whichever is the lesser.

We will not cover **you** for:

- **theft** of **water sports equipment** unless this is as a result of **burglary**; or
- loss of or **damage** to **water sports equipment** whilst being used.

Policy Section 3 – Cover For Your Legal Liability

The following cover for **your legal liability** is available when 'Comprehensive Cover' or 'Third Party Only' is selected and stated on the **policy schedule**.

1. What You Are Covered For

We will cover **you** or any person in charge or control of **your boat** with **your** permission (excluding boat builders, boat brokers, repairers, yacht clubs and marina operators except as provided by this Section), for **legal liability** arising from an **accident** involving **your boat** which occurs in **Australia** during the **period of insurance** including:

- the costs for the rescue of **you**, **your** passengers or **your** crew;
- **legal liability** for loss, damage or contamination caused by the sudden **accidental** discharge release or escape of fuel, lubricants or sewage from the holding tanks of **your boat** up to \$500,000 (including GST and legal expenses) for any one **occurrence**;
- the costs of salvaging **your boat**;
- the costs of any attempt or actual raising, removal or destruction of the wreck of **your boat**;
- any costs that result from any neglect or failure to raise, remove or destroy **your boat**;
- **legal liability** imposed upon **you** by the terms and conditions of any lease or agreement for the provision of a marina berth, mooring or storage facility which **you** may own or use;
- death, injury, loss or damage to a **third party** or their property.

2. Operating A Substitute Boat

We will cover **you** for **your legal liability** arising out of an **accident** which occurs in **Australia** during the **period of insurance** whilst **you** are operating any other boat provided that:

- **you** have permission from its owner;
- **your boat** is not being used at the time;
- **you** or any member of **your family** do not own or have an interest in the substitute boat; and
- **you** are entitled to cover under any other policy, then to the extent permitted by law **we** will only be liable under this clause for the amount **your** liability exceeds the limits of cover under any other policy.

3. We Will Also Pay For

- Legal or other reasonable expenses incurred with **our** prior written consent; and
- the cost of attendance at court proceedings at our request, subject to a maximum amount of \$250 per person per day.

4. Limit On What We Will Pay

The maximum **we** will pay is the amount shown in the **policy schedule** in total for all claims that arise from any one **accident**. This maximum amount includes all legal fees and expenses.

5. What You Are Not Covered For

We will not pay for:

- 1) loss of or **damage** to any property owned by **you** or **your family** or borrowed by **you** and in **your** custody or control or the property of any other person covered by the **policy**;
- 2) any fines or penalties awarded against **you**;
- 3) **legal liability** arising from the towing of persons or objects from the **boat**. This exclusion will not apply where **we** have agreed to cover you under the Optional Cover for Water-skiing and Aquaplaning Activities and this is stated in the **policy schedule** accordingly;
- 4) Parasailing, regardless of whether **we** have agreed to cover **you** under the Optional Cover for Water-skiing and Aquaplaning Activities and this is stated in the **policy schedule** accordingly;
- 5) loss or damage to **third party** property arising from the **trailer** being towed by, breaking away from, or accidentally becoming detached from the towing vehicle;
- 6) **legal liability** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 7) the **legal liability** of any tradesperson or company engaged by **you** for the repair, service or maintenance of your boat; or
- 8) actions that are brought against **you**, or any person in charge or control of **your boat** with **your** permission at the time of the **accident**, in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of Australia.

Policy Section 4 – Cover For Personal Injury To You

The following cover for personal accident to **you** is only available if 'Comprehensive Cover' is selected and stated on the **policy schedule**.

1. Personal Injury

If **you** suffer a specific bodily injury named below as a result of an **accident** which occurs during the **period of insurance** and happens at one place and at a particular time, in direct connection with the **boat**, including when stepping onto, whilst on board, stepping from **your boat** whilst afloat, or whilst **your boat** is being put into or retrieved from the water, **we** will pay the following amount arising out of any one **occurrence**:

- a) **permanent total disablement** \$30,000;
- b) total and permanent loss of all sight of one or both eyes \$30,000;
- c) total and permanent loss of a limb \$30,000;

provided such bodily injury is the sole cause of the above and occurs within three (3) calendar months of the **accident** occurring and the **accident** occurs **In Australia** during the **period of insurance**.

If more than one person is named as **you** in the **policy schedule** suffers death or a bodily injury from the same **accident** the amount paid to each person will be the limit payable under this Section 4 divided by the number of persons. The total payable for any one **accident** will in all instances be limited to \$30,000 in total.

2. Definitions Applicable To This Section 4 Only

Permanent Total Disablement means **you** have been unable to carry out any occupation for which **you** are fit by reason of **your** education, training or experience for a period of at least twelve (12) consecutive months and a registered specialist medical practitioner certifies that **you** will remain unable to do so for a continuous indefinite period solely and directly as a result of the bodily injury.

3. What You Are Not Covered For

We will not be liable to pay compensation where:

1. any entity, company or other organisation that falls within the definition of **you**, **your** or **insured** is not an individual person.
2. **you** have passed Your 75th birthday at the start of the **period of insurance**;
3. **your** claim arises from an **accident** while **your boat** is being used for purposes other than **your** own private pleasure purposes;
4. **your** claim arises directly or indirectly from:
 - a) sickness or disease;
 - b) bacterial or viral infection not occurring through an **accidental** cut or wound;
 - c) natural causes;
 - d) surgical treatment (unless rendered necessary as a result of a covered **accidental** bodily injury);
 - e) suicide or attempted suicide;
 - f) intentional self-injury or deliberate exposure to exceptional danger;
 - g) diving, snorkelling, swimming, water-skiing, wake-boarding, wake-surfing, kiting, aquaplaning, or similar in water or airborne activities or other activities away from the **boat**;
 - h) **your** own criminal act including whilst under the influence of drugs and/or alcohol.

4. Other Conditions

1. **Our** payment is subject to the individual claiming under this Section 4 obtaining medical attention for the **accidental** injury from a registered medical practitioner and undergoing any reasonable medical examination requested by **us** at **our** expense.
2. **We** will not pay for any claims where providing such payment would result in **us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the National Health Act 1953 (Cth) or workers compensation legislation, or any succeeding, amendment, replacement or equivalent legislation to those Acts or any other similar applicable legislation.

Policy Section 5 – Cover for Additional Costs and Expenses

The following Cover for Additional Costs and Expenses is only available if 'Comprehensive Cover' is selected and stated on the Policy Schedule.

Clean Up Costs

We will cover **you** for the costs of cleaning up an accident site following **accidental** discharge, emission spillage or leakage upon or into waters or land, of oil, diesel, petroleum products, effluent or sewage following an **occurrence** that is covered under Section 1 of the **policy** up to a maximum of \$25,000 in addition to the **agreed value** of **your boat**.

Emergency Equipment Replacement Costs

In the event of a claim which **we** have accepted under Section 1 for **accidental** loss or **damage** to **your boat** **we** will reimburse **you** the costs **you** have incurred:

- for the replenishing, refilling or replacing of fire extinguishers and safety flares;
- to replace the battery within **your** EPIRB (or similar emergency beacon); or
- for the repacking of **your** life raft,

up to a maximum of \$1,500 any one **occurrence**.

Lost Keys Replacement Costs

We will cover **you** for the loss or **theft** of the keys of **your boat** occurring during the **period of insurance**, including the costs associated with re-coding the new keys if applicable. No Excess is applicable to a claim made under this additional benefit.

The maximum amount payable under this benefit is \$500 for any one **occurrence**.

Removal of Wreck Costs

We will pay the reasonable costs limited to \$5,000 of removing **your** submerged or otherwise wrecked **boat** from **your** own private mooring or other location even if **you** have no legal responsibility to do so (see Policy Section 3 for detail on Cover for Your Legal Liability) following an **accident** that has occurred during the **period of insurance**.

Sighting Bottom After Grounding Costs

We will pay costs incurred by **you** for the purpose of sighting the hull bottom up to a maximum amount of \$5,000 any one **occurrence**, where during the **period of insurance** **your boat** becomes stranded and/or grounded and/or is involved in an **accident** regardless of whether any resultant **damage** is discovered.

Sue and Labour Costs (expenses to avoid or minimise loss or damage)

We will reimburse **you**, without deduction of **excess**, and in addition to the amount stated in the **policy schedule** as the **total sum insured**, for all expenses necessarily and reasonably incurred by you in preventing or attempting to prevent loss or **damage**, where a claim would be or has been accepted by us under Section 1.

Cover under this clause includes but is not limited to emergency towing, emergency repairs such as drying all electrical equipment, cleaning and oiling the **motor(s)**. **You** do not need **our** authority to take such action if it is an emergency. However, **you** must advise **us** as soon as possible after the action has been taken.

Transport and Accommodation Costs

If **we** have accepted a claim under Section 1 of the **policy** for damage to **your boat**, in consequence of which **damage** it cannot be used for its intended purpose of accommodation, **we** will also pay the related costs necessarily incurred by **you** for accommodating and transporting **you**, **your** crew and passengers, to **your** usual place of residence, or to the mooring, marina or boat ramp from which **your** journey commenced. The maximum amount payable under this benefit is \$5,000 for any one **occurrence**.

Policy Section 6 – Optional Covers

The following Optional Covers are only available if 'Comprehensive Cover' is selected and stated on the Policy Schedule and the selected Option is also stated on the Policy Schedule.

The following Optional Covers only apply where they are shown as covered in the Policy Schedule.

A. Water-skiing and Aquaplaning Activities

We will extend the cover provided under Section 3 – Cover for Your Legal Liability for Water-skiing and Aquaplaning Activities as follows:

1. What You Are Covered For

We will cover **you** or any person using **your boat** with **your** permission and the observer (within the requirements of any law) against **legal liability** for:

- 1.1 **accidental** death or bodily injury to a water skier or aquaplaner (including **you**) towed by **your boat**;
- 1.2 **accidental** death or bodily injury to any person caused by a water skier or aquaplaner being towed by **your boat**;
or
- 1.3 **accidental damage** to a **third party's** property caused by a water skier or aquaplaner being towed by **your boat**, arising from an **accident** involving **your boat** which occurs in Australia during the **period of insurance**.

This Optional Cover will also cover the water skier or aquaplaner being towed by your boat for their **legal liability** to others for **accidental** death or bodily injury or **damage** to another person's property.

2. What You Are Not Covered For

In addition to the exclusions specified under Section 3 – Cover for Your Legal Liability the following exclusions will apply to this Optional Cover.

We will not pay for **legal liability** arising out of water-skiing or aquaplaning when:

- 2.1 **you** have not selected this Optional Cover and it is not shown on the **policy schedule**;
- 2.2 there is not a competent observer in addition to the driver on board **your boat** at the time of the **accident**;
- 2.3 an aerial device or ski ramp is being used at the time of the **accident**;

2.4 a ski mast, ski pole or ski tower are being used at the time of the **accident**, unless it has been professionally designed, manufactured and installed; or

2.5 involved with competition water-skiing/ wakeboarding or water-ski racing of any description at the time of the **accident**.

2.6 **we** will not pay for **legal liability** arising out of the towing of:

- any person by **your boat** that breaches any statutory requirements; or
- any device not designed and professionally manufactured for the purpose of being towed behind **your boat**.

B. Yacht Racing Risks

We will extend the cover provided under Section 1 – Cover for Your Boat to cover loss of or **damage** to **your boat** including:

- sails;
- mast(s);
- spars;
- booms;
- spinnaker poles;
- standing and running rigging,

arising from an **accident** involving **your boat** whilst it is racing in Australia and which occurs during the **period of insurance**.

We will also extend the cover provided under Section 3 – Cover for Your Legal Liability for **you** or any person using **your boat** with **your** permission for **legal liability** arising from an **accident** involving **your boat** whilst it is racing in Australia.

You will have to pay the Yacht Racing Risks **excess** shown in the **policy schedule** for loss or **damage** to **your boat** or **legal liability** or damage to other people's property (as applicable).

Policy Section 7 – General Exclusions

The following General Exclusions apply to all Sections of the Policy.

1. What You Are Not Covered For

We will not cover you for:

- 1.1 any loss, **damage** or **legal liability**:
 - 1.1.1 caused by or arising as a result of the **boat** being not **seaworthy**, or due to lack of repair or maintenance of **your boat** or any other **boat** covered by the **policy**;
 - 1.1.2 arising from **your boat** being on a mooring or berth that is not suitable for **your boat's** size or type;
 - 1.1.3 arising from **your boat** being on **your** mooring or berth that has not been inspected or serviced within the required period, or does not meet the minimum specifications set by any port, harbour-master, local council or any other legally competent authority.
- 1.2 any loss or **damage**:
 - 1.2.1 intentionally caused by **you** or a person acting with **your** express or implied consent, unless required by law;
 - 1.2.2 caused by **your** reckless acts or wilful misconduct.
- 1.3 loss of use or any consequential loss; including financial or mental loss that occurs because **you** cannot use **your boat**.
- 1.4 **theft** by persons to whom **you** have loaned the **boat**.
- 1.5 **theft** of tools, **water ski equipment, fishing gear, diving equipment, personal effects** or other sports and leisure equipment not normally sold with the **boat** unless this follows forcible and violent entry into a lockable part of **your boat** as a result of Burglary.
- 1.6 **accidental** loss or damage to tools, **water ski equipment, fishing gear, diving equipment** or **water sports equipment** whilst in use.
- 1.7 any loss, **damage** or **legal liability** resulting from or in any way connected with **your** failure to exercise **due diligence**.

2. We will not cover You when

- 2.1 **Your boat** is being used:
 - 2.1.1 in racing, speed tests or trials, unless it is a sailing **boat** and the Optional Cover "Yacht Racing Risks" has been agreed or the **boat** is being used for **social or corporate yacht racing**;
 - 2.1.2 for an unlawful purpose;
 - 2.1.3 for hire or charter, or for payment or reward at the time of the **accident** or loss.
- 2.2 **Your boat** is being operated:
 - 2.2.1 with a **motor** more powerful than recommended by the **hull** manufacturer for the **hull** specifications; or
 - 2.2.2 with more than the maximum number of passengers or load recommended by the **hull** manufacturer.
2. **Your boat** is being towed / transported on a **trailer**:
 - 2.3.1 and the driver of the **trailer**:
 - a) has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test;
 - b) was not licensed to drive a vehicle in accordance with the law.

However, **we** will cover **you** if **you** can clearly demonstrate that **you** had no reason to suspect that the driver was unlicensed or intoxicated;
 - 2.3.2 unless the **boat** and **trailer** are designed and built for that purpose;
 - 2.3.3 where the **trailer** does not meet warrant of fitness or minimum braking standards as required by law.
- 2.4 **your boat** is under the control of any person who is under the influence of alcohol and/or drugs. However, **we** will cover **you** if **you** were not on board the **boat** at the time and can clearly demonstrate that **you** had no reason to suspect that the person in control would be under the influence of alcohol and/or any drug.
- 2.5 **your boat** is undergoing alterations (e.g. extending the length of the Boat, major refurbishment of deck, cabin and **hull** or replacing inboard engines).
- 2.6 **your boat** is left unattended at anchor for more than 24 consecutive hours at the time of the **occurrence**.

3. We do not cover

3.1 **War** – loss, damage, liability, or expense directly or indirectly caused by, contributed to by, or arising from:

- 3.1.1 war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war; or
- 3.1.2 mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

3.2 **Radioactive Contamination and Weapons** – loss, damage, liability, or expense directly or indirectly caused by, contributed to by, or arising from any radioactive contamination, chemical, biological, Bbio-chemical or electromagnetic weapon.

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by, contributed to by, or arising from:

- 3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- 3.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

3.3 **Terrorism** – loss, damage, liability or expense directly or indirectly caused by, contributed to, or arising from:

3.3.1 Terrorism; or

3.3.2 any steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

For the purpose of this clause, “Terrorism” means any act(s) of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- b) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

3.4 **Sanctions** – any loss where payment of such claim or provision of such benefit breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand, Australia or United States of America.

3.5 **Infectious or Contagious Diseases** – any loss, damage, liability, or expense directly or indirectly caused by, contributed to by, or arising from the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, illness, physical distress or death to humans, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or disease affecting humans, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.

Policy Section 8 – General Policy Conditions and Provisions

The following General Policy Conditions apply to all Sections of the Policy:

1. Cancellation Rights Under the Policy

Cancellation by You

You may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation. Cancellation will take effect from the date **your** notice is received by **us** or any other date if mutually agreed. If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

Cancellation by Us

We may cancel the **policy** pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice to that effect. This includes where:

- **you** have:
 - failed to comply with the duty of utmost good faith;
 - failed to comply with the Duty of Disclosure at the time when the **policy** was entered into;
 - made a misrepresentation to **us** during the negotiations for the **policy** before **we** entered into the **policy**;
 - failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
 - made a fraudulent claim under the **policy** or any other policy of insurance (whether with **us** or some other insurer) that provided insurance cover during any part of the period during which the **policy** provides insurance cover; or
 - failed to notify **us** of any specific act or omission or failure that has occurred after the **policy** is entered into where notification is required under the **terms** of the **policy**.
- the effect of the **policy** is to authorise **us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **you** or of some other person and, after the **policy** was entered into, such an act or omission or failure has occurred.

When **we** cancel the **policy**, it will have effect from whichever of the following times is the earliest (unless **we** tell **you** otherwise):

- the time when another policy of insurance replacing the **policy** is entered into; or
- 4 o'clock in the afternoon of the third (3rd) business day after the day on which notice was given to **you** unless the **policy** is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4 o'clock of the fourteenth (14th) business day after the day on which notice was given to **you**.

Effect of Cancellation

Your policy with **us** ends from the time of cancellation. **You** will not have cover for events occurring after that time.

However, cancellation of this insurance by **us** or **you** does not affect the treatment of any claim for an event that happened happening before cancellation.

Premium Refund

If **you** or **we** cancel the **policy** **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your period of insurance** is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy** **we** cannot recover.

However, in the event that **you** have made an **actual total loss** or **constructive total loss** claim under the **policy** and **we** have agreed to the claim no return of premium will be made.

2. Changes To Your Insurance Details – What You Must Tell Us

You must tell **us** as soon as reasonably possible, if during the **period of insurance**:

- the place where **your boat** is regularly moored/trailerred/garaged/kept changes; or
- **your boat** is modified in a manner that affects its value or performance in any way; or
- the **boat** usage changes; or
- any security or tracking devices on **your boat** are modified or no longer operational, or
- any finance on **your boat** changes; or
- any matter listed on **your policy schedule** changes or is inaccurate.

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

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

If you do not provide the information as soon as reasonably possible we may be entitled to reduce or refuse to pay a claim under the policy. See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 8.

3. GST notice

The **policy** has a GST provision in relation to premium and **our** payment to **you** for claims. It may have an impact on how **you** determine the amount of insurance **you** need. Please read it carefully. Seek professional advice if **you** have any queries about GST and **your** insurance.

Sums Insured

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

Claim Settlements – Where We Agree to Pay

When **we** calculate the amount **we** will pay **you**, **we** will have regard to the items below:

- 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 sum insured/limit of indemnity or other limits shown in the **policy** or in the current **policy 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 the **policy** as compensation instead of payment for a relevant acquisition, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to had the payment been applied to a relevant acquisition.
- where the **policy** insures business interruption, **we** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by **your** business that is relevant to **your** claim.

Disclosure – Input Tax Credit Entitlement

If **you** register, or are registered, for GST **you** are required to tell **us** **your** entitlement to an input tax credit on **your** premium. If **you** fail to disclose or understate **your** entitlement, **you** may be liable for GST on a claim **we** may pay. The **policy** does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.

4. Other Insurance

If at the time of an **accident** another policy is in force covering the same risk then to the extent permitted by law **we** will only pay the amount in excess of the amount that is recovered under those policies limited to the **total sum insured** shown in the **policy schedule**.

5. Social and Corporate Yacht Racing

Your boat is covered while being used in **social or corporate yacht racing** events in Australia subject to the distance limit stated in the **policy schedule**.

6. Search and Rescue Use

Your boat is covered whilst being used for search and rescue work undertaken by the Australian Volunteer Coast Guard, Australian police, Volunteer Sea Rescue Groups or other similar constituted authority, but this clause does not extend to cover the **legal liability** of such organisations or authorities.

7. Subrogation

In the event **we** are liable to cover **you** for any loss or liability under the **policy**, **we** will be entitled to pursue **your** legal rights to recover in respect of that loss or liability.

You must:

- a) consent to **us** pursuing those rights and **you** must reasonably cooperate with **us** in pursuing those rights;
- b) reasonably co-operate with **us** in any action **we** take if **we** have a right to recover any money payable under this **policy** from any other person;
- c) give **us** **your** rights to conduct, defend or settle any legal action and to act in **your** name. **You** must not do anything which prevents **us** from doing this.

Policy Section 9 – Claims and Emergencies

What to Do When a Claim Occurs

1. What You must Do

- 1.1 Prevent further **damage** or loss – **you** must promptly take all reasonable and responsible precautions to prevent any further loss or **damage** to **your boat** including electrical equipment and components which have been submerged and in the case of a **motor(s)**, the flushing out and oiling of the **motor** and the drying out of its and all other electrical equipment and components.
- 1.2 Report loss or damage to Police – promptly report to the Police any malicious **damage**, **burglary**, **theft** or attempted theft of **your boat**. **You** must give **us** a written statement or report from the Police saying that **you** reported such an event to them.
- 1.3 Notify **us** – promptly notify **us** of any **accident** or **occurrence** that may give rise to a claim under the **policy** by:
 - 1.3.1 contacting **us** as soon as possible and telling **us** details of what has happened; and
 - 1.3.2 completing **our** claim form and any other form **we** ask **you** to complete.

To complete the Claims Form, go to www.newwavemarine.com.au and click “Make a claim”.

Login with your email address and policy number:
 1. a text message or email will be sent to **you** with a code
 2. enter the code into the website and you will be logged in
 3. Click “new claim”, complete the claim form online, and click submit. **Your** claim will then be sent directly to **us**.

If **you** have trouble logging-in please call New Wave Marine whose details appear at the top of this PDS.

Should **you** have questions after submitting **your** claim, **you** can contact New Wave Marine.

- 1.4 Co-operate with **us** – assist **us** with **your** claim:
 - 1.4.1 make **your boat** available for inspection by **us** at any reasonable time;
 - 1.4.2 co-operate with **our** assessors, investigators and anyone else **we** may appoint to help **us**; and
 - 1.4.3 take photographic evidence of any **damage** should a health and safety issue warrant immediate removal or destruction before **we** are able to inspect.

- 1.5 Produce records – that **we** require. **You** must be able to prove **your** loss or **damage**. Please ensure **you** keep:
 - 1.5.1 all documentation relevant to the ownership or purchase of **your boat** and other property insured under the **policy**;
 - 1.5.2 any service records relevant to **your boat** and other property insured under the **policy**; and
 - 1.5.3 evidence to support the amount of any **accidental** loss or **damage** that **you** are claiming for.

2. What You must not do

- 2.1 Without Our prior written consent You must not:
 - 2.1.1 admit fault, guilt or liability;
 - 2.1.2 authorise repairs to **your boat**;
 - 2.1.3 negotiate or make any offer of settlement or payment;
 - 2.1.4 defend any claim.

3. Repairers

- 3.1 **You** may choose the repairer of **your boat**, unless **we** tell you that **you** must take **your boat** to another repairer due to the specialised nature or extent of repairs required. **You** or the repairer must get a written agreement from **us** to start any repairs before **we** will accept responsibility for them.
- 3.2 **We** may obtain or require the provision of 2 or 3 quotations before the repairs proceed, to verify the reasonable costs of repair.
- 3.3 It is **your** responsibility to ensure that **you** are satisfied with the repairs to **your boat**. **We** will provide all reasonable assistance to help you have unsatisfactory or defective repairs rectified.

4. Excess – the amount deducted from your claim

- 4.1 **You** are required to pay an applicable **excess(es)** shown on the **policy schedule** or elsewhere in the **policy**, for each and every claim made under **your policy**. More than one **excess** may apply depending on the nature of the claim.
- 4.2 All claims arising out of one **accident** or **occurrence** are treated by **us** as one claim for the purposes of applying the **excess(es)**.
- 4.3 **We** pay the relevant amounts less the **excess** payable by **you**.

5. We may refuse or reduce a claim or cancel the Policy if amongst other things

- 5.1 **You** do not do what **your duty to take reasonable care not to make a misrepresentation to us** requires **you** to do when applying for the **policy**, for example **you**:
- 5.1.1 are not truthful;
 - 5.1.2 have not given us, or refuse to give, full and complete details; or
 - 5.1.3 have not told **us** something **you** should have.
- 5.2 **You** do not at all times take reasonable care to:
- 5.2.1 prevent **burglary or theft of your boat** including outboard **motor(s)** or the **equipment and accessories**;
 - 5.2.2 protect **your boat** against any initial or further loss or **damage**;
 - 5.2.3 keep **your boat** in good condition; or
 - 5.2.4 obey any applicable statutory requirements that safeguard people or their property.
- 5.3 **You** do not give **us** the documents and information **we** may need to help **us** decide on any amount that **we** may pay **you**.

6. Emergency Situations

When an **accident** or other **occurrence** has happened and **you** require immediate advice or assistance in protecting lives and the **boat**, **you** should contact the nearest maritime authorities and emergency rescue services and request their instructions or assistance. Thereafter, if **your boat** needs emergency repairs or towing to a place of safety please contact our 24/7 **Emergency Number 1300 780 748**.

Contact Details of Hiller Marine
Level 14, 44 Market Street
Sydney, NSW 2000
Telephone. 1300 121 046
Email: help@newwavemarine.com.au

Hiller Marine acts as an agent for Berkshire Hathaway Specialty Insurance Company and is authorised to arrange, enter into/bind and administer this insurance on their behalf.

New Wave Marine is a trading name of Hiller Marine Pty Ltd
ABN 611 606 029 - AFSL
553722.

Document: **15th March 2024**
NWMB15/3/24/1

Thank you for receiving this document electronically.