

Austbrokers pleasure craft

QBE Insurance (Australia) Limited

Product disclosure statement and
Marine insurance policy



CONTENTS

About this booklet	2
Important Information	4
Duty of disclosure	4
Summary of cover	4
Significant risks	8
The cost of this policy	8
Cooling-off period	9
The General Insurance Code of Practice	10
Privacy	10
Resolving complaints & disputes	10
Contacting QBE Customer Care, FOS or the OAIC	12
Financial claims scheme	13
Policy Wording	14
Our agreement	14
Paying your premium	14
Words with special meanings	16
Section 1: Cover for your pleasure craft	24
Additional benefits	29
Section 2 - Legal liability cover	35
What you are covered for - Legal liability	35
What you are not covered for - Legal liability	36
General exclusions	39
General conditions	41
Claims	43
Excesses	47
Other terms	49

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About Austbrokers

This insurance Policy is distributed by insurance brokers who are licensed members of Austbrokers Holding Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual general insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all import feel of independence. With a total turnover of over 1 billion dollars in general insurance premiums, the Austbrokers Network ranks within the top general insurance broking groups in Australia.

Austbrokers Holding Limited ("Austbrokers") has entered into an arrangement with QBE to develop financial products and services that are distributed by Austbrokers members.

For further information about Austbrokers Network please visit www.austbrokers.com.au

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Summary of cover

The following is a summary of the cover provided in this Policy. Full details of the cover, exclusions and additional cover you can arrange is provided in the Policy Wording. There are also exclusions that limit cover in certain circumstances. Please read the detail carefully to make sure it matches your expectations.

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<p>Section 1</p> <p>Loss of or damage to your pleasure craft:</p>	<ul style="list-style-type: none"> • Any dinghy or tender which is required to be separately 	<ul style="list-style-type: none"> • If you do not keep your

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<ul style="list-style-type: none"> • Accidental damage or sinking. • Theft without evidence of visible and forced entry provided reasonable precautions are taken (except personal watercraft). • Search costs up to \$10,000. • Damage caused by governmental authority. • Removal or recovery of wreck costs up to \$10,000,000. • Inspection costs for damage following stranding. • Emergency land towing costs up to \$750. • Emergency accommodation expenses up to \$500. 	<p>registered by law;</p> <ul style="list-style-type: none"> • optional yacht racing extensions to cover loss or damage during racing. <p>An additional cost will apply for either extension of cover.</p>	<p>pleasure craft in good condition and seaworthy (e.g. keep it properly serviced and free of corrosion) and in compliance with any Statutory requirements, or do not take reasonable precautions when using your pleasure craft;</p> <ul style="list-style-type: none"> • if the loss or damage is intentionally caused by you, or a person acting with your express or implied consent, unless required by law; • caused by normal wear and tear or depreciation; • caused by mechanical, structural, electrical or electronic failures; • caused by faulty design or construction of your pleasure craft where you do not take reasonable

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
		<p>measures to prevent theft;</p> <ul style="list-style-type: none"> • where you use • your pleasure craft as permanent living accommodation.
Additional benefits		
<p>Personal accident</p> <p>We will pay for death or bodily injury to you arising directly out of the use of the pleasure craft for private pleasure purposes or voluntary rescue work:</p> <ul style="list-style-type: none"> • Death-\$30,000. • Temporary total disablement-\$300 per week up to 100 weeks. • Permanent total disablement-\$30,000. • Loss or damage to sporting equipment up to \$10,000 with a limit of \$1,000 per item except when in use. • No excess applies whilst your pleasure craft is penned at a marina unless otherwise shown in the 	<p>This is included automatically at no additional premium.</p>	<ul style="list-style-type: none"> • Where you do not obtain and follow the advice of a qualified medical practitioner or undergo any medical examination by a medical practitioner appointed by us as soon as possible after the accident.

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<p>Policy Schedule or if there is a named cyclone.</p> <ul style="list-style-type: none"> • Power boat association time trials up to a maximum speed of 30 knots. • Loss or damage to your personal effects up to \$12,500 with a limit of \$1,000 per item. • Household contents up to \$250 per item subject to a maximum of 5% of the hull sum insured. 		
<p>Section 2</p> <p>Third party liability</p> <ul style="list-style-type: none"> • Accidental death or bodily injury to a person other than you. • Accidental damage to other people's property. • Property damage caused by or arising from sudden and accidental pollution including clean up costs up to \$500,000. • Berth holders liability. 	<p>You can apply for our optional water skiers and/or aquaplaning extension to cover:</p> <ul style="list-style-type: none"> • liability for you and the water skier (includes aquaplaning, and barefoot skiing). <p>An additional cost will apply.</p>	<ul style="list-style-type: none"> • Pollution caused by your negligence or wilful misconduct; • caused by para-sailing or other aerial activities including a water ski ramp while using your pleasure craft.

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
You can select the level of legal liability cover you require- \$5,000,000, \$10,000,000 or \$20,000,000.		

Significant risks

The product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the Policy Terms and Conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

This Policy is an agreed value Policy unless 'Market value' is stated in your Policy Schedule. A separate agreed value (called a 'Sum insured') will apply to each of the hull, motor/s, equipment, accessories and trailer where specified on the Policy Schedule.

This means it is important that you ensure all items to be insured are separately listed on the Policy Schedule with their respective sums insured, otherwise the maximum amount we will pay for any part or item will be its current market value.

The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- make, model and type of the pleasure craft;
- age and construction of hull and mast;
- maximum speed (powered craft);
- sum insured;
- limit of liability chosen for legal liability cover;
- State or Territory where your pleasure craft is insured;
- method of storage for your pleasure craft;
- where you operate your pleasure craft;
- previous loss or claims history.

Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling off period, contact your financial services provider.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- Annually or by instalments,
- cash, cheque, credit card or bank transfer.

Your premium and how you've chosen to pay it are shown on your Policy Schedule.

Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one (1) event.
Agreed value	the amount for which we have both agreed to insure your pleasure craft, taking into account the type of pleasure craft, manufacturer, model, age and its condition.
Anti theft device	<p>a professionally manufactured purpose designed anti theft device. Examples include:</p> <ul style="list-style-type: none"> • Klamp it; • hitch helmet; • Trailercop; • Trojan sentry; • braided steel cable; <p>to secure your pleasure craft or personal watercraft to the trailer.</p> <p>Anti theft device does not include chains and/or padlocks.</p>
Damage	any form of physical harm to the pleasure craft. Damage does not include wear and tear or anything that was present before this Policy came into force.
Equipment and accessories	<p>safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the pleasure craft, including:</p> <ul style="list-style-type: none"> • any tender used with your pleasure craft; • anchors; • oars or paddles; • detachable canopies including dodgers and biminis; • boat and motor covers;

When we say	We mean
	<ul style="list-style-type: none"> • bilge pumps; • life-saving equipment including life jackets; • auto pilot; • depth sounders; • electronic navigation equipment including laptop computers that can be clearly demonstrated are used for navigation purposes; • global positioning system; • EPIRB (Emergency Position Indicating Radio Beacon); • two-way radios; • tools; • unfixed spare parts.
Excess	<p>is the amount of any claim which must be paid by you. Where an excess is to be applied to any section(s) of your Policy the amount will be shown in either the Policy Schedule or the Policy booklet and will be deducted from the amount payable for each claim.</p>
Family	<p>includes your spouse or partner, the children, parents or other relatives of you or your spouse or partner who live permanently with you.</p>
Forcible and violent entry	<p>entry obtained by picking or breaking a lock or anti theft device by means of an instrument involving the use of violence. Visible evidence including marks or broken components is required as proof. Mysterious disappearance is not proof of forcible and violent entry.</p>
Household contents	<p>contents permanently kept on the pleasure craft for your personal use, provided they are not separately insured, including:</p> <ul style="list-style-type: none"> • cushions, bedding, manchester and flags; • unfixed furniture, tables and chairs; • home entertainment equipment including TV(s) and DVD player(s); • items and appliances used for cooking, drinking and eating; • portable refrigerators, freezer and ice boxes, (excluding food and alcohol); • portable barbecues and gas bottles.

When we say	We mean
Hull	<p>the main body of the pleasure craft, including bottom, sides and deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the pleasure craft.</p> <p>This includes household contents.</p>
Indemnity	<p>to place you in the same financial and/or material position as you were in immediately before your loss. Indemnity does not mean new for old unless stated. We may deduct an amount for wear and tear, depreciation or betterment.</p>
Latent defect	<p>any flaw in the construction or material used in the construction of the hull and superstructure, motors/machinery, sails, masts, spars, standing and running rigging of the pleasure craft that is not known by you and would not have been discoverable by a competent trades person carrying out normal inspection.</p>
Legal liability	<p>your legal responsibility arising out of the use of the pleasure craft to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.</p>
Market value	<p>the value of your pleasure craft in your local market, that is the amount it costs to buy the equivalent pleasure craft (including GST) from the authorised Australian distributor in your area.</p> <p>Market value is generally based on:</p> <ul style="list-style-type: none"> ● vessel type; ● manufacturer; ● model; ● specifications; ● the age and condition of your vessel (including wear, tear and maintenance history); ● non-standard accessories; ● modifications made to the vessel.

When we say	We mean
	<p>Note: If your pleasure craft is considered to be a parallel/grey/personal import then the market value may be lower than the equivalent Australian model due to the difference in specifications.</p> <p>If the words 'Market value' are shown in your Policy Schedule, your Policy is based on market value.</p>
Mooring	<p>a permanent anchor at the bed of the sea, waterway or lake with a rode (a line, cable, or chain) running to a float on the surface.</p> <p>The mooring must:</p> <ul style="list-style-type: none"> • confirm with all licensing and statutory regulations; • be appropriately sited; • in good order and properly maintained and serviced by a professional mooring contractors on an annual basis; and • be suitably designed for the type, size and displacement of the pleasure craft.
Motor(s)	<p>includes:</p> <ul style="list-style-type: none"> • inboard motors; • outboard motors; • be suitably designed for the type, size and displacement of the pleasure craft; • bow thrusters; • stern drive units; • jet units; • gear boxes; • propellers; • shafts; • skegs; • portable fuel tanks and lines; • wiring harness; • instruments (e.g. tachometer); • control cables; • generators (gen sets).
Omission	<p>a failure to act and includes a failure to do or say something.</p>
Period of insurance	<p>The period this Policy operates for as shown on your Policy Schedule.</p>

When we say	We mean
Permanent living accommodation	using your pleasure craft as your permanent place of residence (which is defined as a place at which the person resides or a place at which the person has sleeping accommodation on a permanent basis).
Permanent total disablement	you are unable from the date of the injury to perform your occupation or any other occupation for which you are suited by reason of your education, training or experience and are not otherwise employed or engaged in any business activity, and under the continuous and regular care of a doctor and undergoing appropriate treatment for a period of at least twelve (12) consecutive months and you remain unable to do so for a continuous indefinite period.
Personal effects	<p>items normally worn or carried on your person including:</p> <ul style="list-style-type: none"> • clothing; • mobile phones, prescription glasses and sunglasses; • waterproof gear and bags; • food and beverage coolers; • shoes; • wallets and purses, (excluding cash and credit cards); • toilet articles; • hats and caps; • keys and pens; • portable radio and compact disc/MP3 players; • binoculars.
Personal Watercraft (PWC)	a vessel designed to be operated by a person standing, sitting astride or kneeling on. It uses water jet propulsion and has an engine in a watertight compartment.
Pleasure craft	<p>the vessel described in the current Policy Schedule. Your pleasure craft is comprised of:</p> <ul style="list-style-type: none"> • the hull; • its motor(s), including fuel tanks (unless they form part of the hull); • equipment and accessories; • its sails, masts, spars, standing and running rigging;

When we say	We mean
	<ul style="list-style-type: none"> • its trailer; • personal effects, (or those of any passenger on board your pleasure craft).
Policy Schedule	<p>the most recent document we give you. We give you a Policy Schedule when you:</p> <ul style="list-style-type: none"> • first buy the Policy from us; • change any part of the Policy or any personal details relevant to it; or • renew the Policy with us.
Premium	What you pay us to insure you. It's the cost of this Policy.
Sail, masts, spars, standing and running rigging	sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging.
Salvage	what is left of the pleasure craft after it has suffered loss or damage.
Seaworthy	<p>your pleasure craft is in 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.</p> <p>For example:</p> <ul style="list-style-type: none"> • the pleasure craft 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 in good condition; • all other parts of your pleasure craft are in good condition, good working order and well maintained, (e.g. motor, steering, anchor, pumps, navigational equipment, etc.) and you can verify that the maintenance recommendations of the manufacturer have been carried out.
Sporting equipment	fishing equipment (including rods, reels, tackle and other similar equipment), diving equipment (including regulators, tanks and buoyancy compensation devices), kayaks, canoes and

When we say	We mean
	wave skis and/or water ski and aquaplaning equipment used for the purpose of recreational purposes and owned by you.
Temporary total disablement	you are unable from the date of the injury to perform the occupation, business or profession which you were carrying on immediately before the date of disablement, and from which you received wages, salary or income prior to, but not after the date of disablement.
Tender	an auxiliary boat, or dinghy, capable of being and usually carried on deck or on davits on your pleasure craft or which is towed behind your boat. It may or may not have an outboard motor attached. It is used as a lifeboat or means of transportation between your pleasure craft and the shore, or for both purposes. A tender must be marked with the registration number of your boat and not registered in its own right. If the tender is required to be registered by law, you need to apply for the 'Dinghy/tender extension' on dinghy/tender extension.
Theft	a person has taken your pleasure craft without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.
Total loss (actual or constructive)	<p>your pleasure craft is an actual total loss when it is totally destroyed or damaged in such a way that it can be neither recovered nor repaired for further use.</p> <p>If the pleasure craft is damaged beyond an amount which we consider economical to repair then we consider it be an 'constructive total loss'.</p>
Total sum insured	the amount we insure your pleasure craft for and is the total of the agreed or market value for all items defined as part of your pleasure craft, whether individual sums insured are specified for these items by you or not.
Trailer	the trailer described in the Policy Schedule and all its fittings.

When we say	We mean
Water skiing or aquaplaning	travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your pleasure craft.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Yacht club social racing	a yacht club organised event, conducted under racing rules of sailing, where the length of the race is not greater than 25nm and spinnakers are not allowed to be set. This definition also includes twilight racing events.
Yacht racing risks	taking part in a sporting event organised by a club or association.
You, your	any of the person or persons named as the insured in your Policy Schedule , including any person allowed by you to control your pleasure craft. If more than one (1) person is named as the insured in the Policy Schedule, we will treat an act, omission, statement or a claim by any one (1) of those persons as an act, omission, statement or a claim by all of them.

Section 1: Cover for your pleasure craft

What is covered

We will cover your pleasure craft as described in the Policy Schedule while it is navigating or in transit within mainland Australia and Tasmania and including Australian and inland coastal waters of up to 250 nautical miles (unless otherwise stated in your Policy Schedule), and including while the pleasure craft is at any marina, slipway or location when laid-up ashore or engaged in any voluntary rescue work.

What you are covered for - Loss of or damage to your pleasure craft

We will cover you for:

- (a) Accidental loss or damage to your pleasure craft or part of it caused by:
- an accident during use or while stored ashore, or moored;
 - sinking provided it was in seaworthy condition at the time of sinking;
 - malicious damage or vandalism;
 - a latent defect within the hull, motors/machinery of the pleasure craft (excluding the cost and expense of replacing or repairing the defective part), provided the loss or damage has not resulted from lack of due diligence (care) by you;
 - negligence of skipper, master and/or crew provided the loss or damage has not resulted from lack of due diligence (care) by you;
 - negligence of the repairers (excluding you) provided the loss or damage has not resulted from a lack of due diligence (care) by you;
 - an accident during transit on its own trailer by road, rail or ship within mainland Australia and Tasmania including loading and unloading provided your pleasure craft is designed to be transported on a boat trailer and you are complying with all statutory requirements.
- (b) Theft (excluding personal watercraft)
- of the entire pleasure craft including trailer, outboard motor(s), equipment and accessories;
 - of part of the pleasure craft including trailer, outboard motor(s), equipment or accessories from:
 - the pleasure craft, or
 - the place of storage of the pleasure craft, trailer, outboard motor(s) or the equipment and accessories.

In the event of a claim it will not be necessary for you to demonstrate that there is physical evidence of visible and forced entry, but it is a condition of this cover that you are at all times required to take reasonable security measures to prevent theft, (e.g. placing equipment/accessories or outboard motors temporarily removed from the pleasure craft in a secure place of storage).

- (c) Theft of personal watercraft (PWC)
- (i) theft of your PWC while permanently or temporarily stored ashore in a securely locked garage or premises provided there is actual physical evidence of visible, forcible and violent entry into and removal from the place of storage;
 - (ii) theft of your PWC while stored permanently or temporarily on a moored pontoon or wharf provided that your PWC was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the PWC and the anti theft device;
 - (iii) Theft of your PWC while unattended on a trailer and/or theft of the trailer, provided the trailer was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the trailer and the anti theft device.

It is a condition of this cover that you are at all times required to take reasonable security measures to prevent theft, (e.g. placing equipment/accessories motors temporarily removed from the PWC in a secure place of storage and ensure all anti theft devices are engaged).

(d) Search costs

Costs or expenses reasonably incurred by you for hire or charter of any vessel or aircraft to be utilised in search of your pleasure craft presumed lost or in distress. These costs are subject to a limit of \$10,000 any one (1) event.

(e) Damage caused to your pleasure craft

By any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your pleasure craft, provided this has not resulted from a lack of due diligence (care) by you.

(f) Recovery or removal of wreck costs

If your pleasure craft is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your pleasure craft and are subject to a limit of \$10,000,000 any one (1) event and in the aggregate for any one (1) period of insurance.

This cover will not apply if separate 'Protection and Indemnity Policy' cover is in force.

(g) Other expenses

If your pleasure craft gets into difficulties or is damaged accidentally, we will pay the reasonable cost incurred by you when taking action to:

- (i) minimise loss or damage,
 - (ii) remove the pleasure craft to safety (including emergency towing),
 - (iii) dry all the electrical equipment in the motor(s), and
 - (iv) clean and oil the motor(s).
-

We will also reimburse you for:

- (v) towing costs to take your pleasure craft to the nearest repairer in an emergency following a loss, (provided your pleasure craft is designed to be towed by a trailer). Reimbursement of costs is limited to \$750 for all claims during the period of insurance,
- (vi) costs associated with arranging for your pleasure craft to be inspected for damage as a result of being stranded, and
- (vii) emergency expenses of up to \$500 for reasonable travel and accommodation expenses incurred when your pleasure craft or your trailer can not be used, following loss or damage as a result of an accident/event or theft covered by this Policy which occurs more than 100 kilometres from your home.

You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority.

However, you must advise us as soon as possible after the action has been taken.

These costs are recoverable in addition to the sum insured of your pleasure craft. The additional amount we will pay is limited to the sum insured of your pleasure craft shown in your Policy Schedule.

Please remember (unless otherwise specified) that you will have to pay any excess shown on your Policy Schedule, or in the Policy booklet.

What you are not covered for - Loss of or damage to your pleasure craft

We will not cover you for:

- theft of your pleasure craft or any part of it by persons to whom you have loaned your pleasure craft;
 - loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law;
 - depreciation or reduction in value following repairs;
 - loss or theft of outboard motor(s) when secured to the pleasure craft in a manner other than that specified or recommended by the manufacturer;
 - loss or damage including sinking caused by normal wear and tear including gradual deterioration;
 - loss or damage including sinking caused by timber rot, delamination, osmosis, gradual deterioration, vermin or marine growth;
 - loss or damage including sinking caused by rusting, electrolysis or other forms of corrosion;
 - loss or damage including sinking caused by lack of maintenance;
 - loss or damage caused by mechanical failure (including seizing or overheating of motors), structural, electrical or electronic failures
-

caused by or resulting from gradual deterioration, corrosion, wear and tear, lack of maintenance or the use of incorrect fuel;

- the cost of repairing or replacing any part of the pleasure craft which is defective and the defect is caused by fault, error in design or construction or faulty workmanship;
- financial, emotional or psychological loss which occurs because you cannot use your pleasure craft;
- accidental loss or damage to sporting equipment and tools while in use;
- damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the pleasure craft;
- any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered by this Policy;
- any fine or penalty;
- loss or damage to money, credit cards, watches, jewellery, cameras, pagers, consumable stores, compact discs, audio or video tapes or e-book readers;
- loss or damage to moorings.

How much we pay - Loss of or damage to your pleasure craft

If your pleasure craft is accidentally damaged or stolen the basis of claims settlement will be:

Total loss

If it is determined that your pleasure craft is an actual total loss or constructive total loss (not economical to repair), we will at our option:

- pay the sum insured as shown in the Policy Schedule;
- pay the amount of loss or damage up to the sum insured or its market value, whichever is the lesser, if the words 'Market value' are shown in the Policy Schedule;
- replace your pleasure craft with an equivalent new pleasure craft of the same make, specifications, model or series so long as it is available in Australia and provided that it is less than two (2) years old. We will also pay any registration and/or stamp duty costs applicable.

Partial loss

Repairs

If we accept your claim and decide your pleasure craft can be repaired, we will, at our option:

- repair your pleasure craft or the part(s) involved, to as near as possible to the condition, standard and specification it was before the accident; or
 - pay you the reasonable cost of repairing your pleasure craft or part(s) to as near as possible to the condition, standard and specification it was before the accident.
-

Replacement of parts

If we accept your claim and decide the part(s) can be replaced, we will, at our option:

- pay you the reasonable cost of replacing the part(s) to as near as possible to the condition, standard and specification it was before the accident;
- pay you the sum insured (*where specified) of the part(s) involved and take ownership of any salvage; or
- pay you the current market value of the part(s) (where there is no agreed value) and take ownership of any salvage.

*Where you have not specified a separate sum insured for the part of the pleasure craft, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances.

Motor/engine removal costs

We will pay all reasonable costs of labour to remove and reinstall engine-related, non-engine parts or components of the vessel in which the engine is installed, and, when required, reasonable costs of labour for engine removal and re-installation, provided these costs are not covered under warranty.

These costs are recoverable in addition to the sum insured of your motor and are limited to 10% of the specified motor sum insured or the current market value of the part or item as defined above.

Contribution to repairs

If your pleasure craft is less than or equal to two (2) years old:

- we will pay for the cost of repairs using new parts as needed.

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

- we may require you to contribute towards the cost of buying new parts used for repairing your pleasure craft if the damaged parts are affected by age or wear and tear;
- we may require you to contribute towards the cost of repairing your pleasure craft to modern standards where new electrical components/wiring are required to effect repairs;
- we may require you to contribute towards the cost of repairs where the condition or appearance of your pleasure craft improves due to repainting more than the damaged area.

Imported pleasure craft (Parallel/grey imports)

- if your pleasure craft is defined by Australian Customs Service (ACS) and Australian Quarantine and Inspection Service (AQIS) as a 'Parallel/grey/personal import' and has been imported from outside Australia we will use a different method to settle your claim in the event of a loss;

- we will pay you the reasonable cost of repairing your pleasure craft or part(s) to as near as possible to the condition, standard and specification it was before the accident but excluding any repairs or costs incurred to bring your pleasure craft up to Australian standards (e.g. electrical wiring);
- if your pleasure craft is damaged and the cost of repairing it is more than its market value, or if your pleasure craft is stolen and not found, we will only pay up to the market value at the time it was stolen or damaged;
- We will not pay more than the amount shown on the sale contract for your pleasure craft or the value of your pleasure craft that you declared to us at the start of your Policy, whichever is lowest;
- if your pleasure craft is damaged and the suitable parts or accessories are not available in Australia, we may choose to send you a cheque for the amount of the loss or damage instead of repairing your pleasure craft. The amount we will pay for new parts and accessories will not be more than the manufacturer's last list price in the country your pleasure craft was manufactured. We will use the currency exchange rates that apply at the date of that damage. We will not pay for the cost of importing any part or accessory into Australia.

Additional benefits

Sporting equipment

We will provide additional cover to you for:

- (a) accidental damage to your sporting equipment while on your pleasure craft (excluding while in use),
- (b) theft of your sporting equipment provided there is visible evidence of forcible and violent entry:
 - into the pleasure craft; or
 - into the normal place of storage of the pleasure craft or equipment.

The maximum amount we will pay is \$10,000 in total with a limit of \$1,000 on any one (1) item, unless otherwise stated on the Policy Schedule.

This amount is not paid in addition to a total loss settlement.

It is a condition of this cover that you are at all times required to take reasonable security measures to prevent theft, (e.g. placing equipment/accessories temporarily removed from the pleasure craft in a secure place of storage).

Personal accident cover

If you suffer bodily injury as a result of an accident during the period of insurance which arises directly out of the use of your pleasure craft, and that results within six (6) calendar months in either:

- death;
- temporary total disablement;
- permanent total disablement.

We will pay in the event of your:

- death - the sum of \$30,000;
- temporary total disablement - the sum of \$300 per week, up to a maximum of 100 weeks;
- permanent total disablement - the sum of \$30,000.

To qualify for payment you must obtain and follow advice of a qualified medical practitioner (other than you or your family), or undergo any medical examination by a medical practitioner appointed by us, (at our expense), as soon as possible after the accident.

This benefit excludes cover for death or bodily injury caused by the activity of:

- scuba diving, diving or diving operations;
- swimming, snorkeling or tunnel diving;
- towing of persons or objects in the air, including para-sailing.

Penned benefit clause

In the event of a claim for loss or damage to the pleasure craft while moored, at its usual berth/pen (including air dock/air berth), private jetty, pontoon or ashore within a secured compound of a commercial marina or yacht club, we will not deduct the excess shown in the current Policy Schedule unless otherwise shown.

This additional benefit does not apply when:

- your pleasure craft is moored on a swing mooring at the time of loss, or when the pleasure craft is not in its usual berth, (e.g. when travelling);
- in the event of a claim for loss or damage caused by a named cyclone meaning a tropical depression, tropical storm or hurricane.

Power boat association time trials

We will provide cover if your pleasure craft is participating in time trials conducted under the control or regulation of the Power Boat Association to a maximum speed of thirty (30) knots.

Personal effects

If your personal effects suffer physical loss or damage caused by an accident or theft which are being used or stored on your pleasure craft you are covered up to:

- \$200 any one (1) item for mobile phones, prescription glasses or sunglasses;
- \$1,000 any one (1)s item and \$12,500 in total for all other personal effects.

We will at our option:

- repair or replace the personal effects involved; or
- pay you the reasonable cost of repairing or replacing the personal effects involved.

This amount will not be paid in addition to a total loss settlement.

Household contents

If your household contents on board your pleasure craft suffer physical loss or damage caused by an accident or theft, you are covered up to \$250 per item, but we will not pay more than 5% of the hull sum insured for all items, unless otherwise specified in the Policy Schedule.

We will at our option:

- repair or replace the contents involved; or
- pay you the reasonable cost of repairing or replacing the contents involved.

Please remember if you make a claim, you will have to pay an excess. Please refer to 'What you must pay if you make a claim - Excess' on page 41 of this booklet.

Optional extensions

The following optional extensions may be obtained on application, and for an additional premium:

Optional yacht racing risk extension

If we have agreed to cover you for yacht racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss of or damage to your pleasure craft including its:

- sails; or
- masts; or
- spars; or
- standing and running rigging;

while your pleasure craft is racing.

We will only cover you when your pleasure craft is participating in races within the following navigational limits:

- non trailered pleasure crafts - within a course distance not exceeding 250 nautical miles from your pleasure crafts normal place of berth or mooring, unless otherwise stated in your Policy Schedule;
- trailer pleasure crafts - within a course distance not exceeding 250 nautical miles from the place your pleasure craft was last launched, within Australian Territorial Waters, unless otherwise stated in your Policy Schedule.

You should advise us if you need cover for races that are in excess of the course distance as shown in your Policy Schedule. An additional cost will apply.

When you are not covered

We will not cover you while participating in racing outside of the areas set out above or in excess of the course distance as shown in your Policy Schedule unless we have provided you with our written agreement.

Excess payable under this extension

The excess applicable to all claims for your hull, equipment and accessories, or sails, masts, spars, standing and running rigging made under the optional racing risk extension cover is as follows:

- (a) Pleasure craft with a sum insured value of up to and including \$50,000.

The excess for claims under this additional cover will be that shown in your Policy Schedule increased by an additional 150% unless otherwise specified in the Policy Schedule.

- (b) Pleasure craft with a sum insured value in excess of \$50,000.

The excess for claims under this additional cover will be subject to the current excess shown in your current Policy Schedule increased by an additional 150%, unless otherwise specified in the Policy Schedule with the exception for damage to an item(s) comprising part of the sails, masts spars, standing and running rigging an additional excess will apply as follows:

- where the pleasure craft is equal to or less than five (5) years old from the date of manufacture, an excess of 20% of the value of the claim for the damaged item will apply to the claim for that item; or
- where the pleasure craft is aged five (5) years old or more from the date of manufacture, an excess of 30% of the value of the claim for the damaged item will apply for that item.

The sections of the Policy called:

- How much we pay - Loss or damage to your pleasure craft
- What you are not covered for - Loss of or damage to your pleasure craft

- What you are not covered for – Legal liability
- When you are not covered

also apply to this extension.

Optional yacht club social racing risk extension

If we have agreed to cover you for yacht club social racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss or damage to your pleasure craft including its:

- sails; or
- masts; or
- boom; or
- standing and running rigging;

while your pleasure craft is being raced in yacht club social races not exceeding a course distance of twenty five (25) nautical miles.

This cover excludes races where spinnakers and/or extras are allowed.

You should advise us if you need cover for races that are in excess of the course distance of twenty five (25) nautical miles or races where spinnakers and/or extras are, allowed an additional cost will apply.

Excess payable under this extension

The excess applicable to all claims for your hull, equipment and accessories, or sails, masts, spars, standing and running rigging made under the optional racing risk extension cover is as follows:

- (a) Pleasure craft with a sum insured value of up to and including \$50,000.

The excess for claims under this additional cover will be that shown in your Policy Schedule increased by an additional 150% unless otherwise specified in the Policy Schedule.

- (b) Pleasure craft with a sum insured value in excess of \$50,000.

The excess for claims under this additional cover will be subject to the current excess shown in your current Policy Schedule increased by an additional 150%, unless otherwise specified in the Policy Schedule with the exception for damage to an item(s) comprising part of the sails, masts spars, standing and running rigging an additional excess will apply as follows:

- where the pleasure craft is equal to or less than five (5) years old from the date of manufacture, an excess of 20% of the value of the claim for the damaged item will apply to the claim for that item; or
- where the pleasure craft is aged five (5) years old or more from the date of manufacture, an excess of 30% of the value of the claim for the damaged item will apply for that item.

The sections of the Policy called:

- How much we pay – Loss or damage to your pleasure craft
- What you are not covered for – Loss of or damage to your pleasure craft
- What you are not covered for – Legal liability
- When you are not covered

also apply to this extension.

Optional dinghy/tender extension

We may agree to cover you for any dinghy or tender used with your pleasure craft which is separately registered by law or capable of a speed exceeding twenty (20) knots.

If we agree to this cover, it will be shown in your Policy Schedule.

Please remember that you will have to pay any excess shown on your Policy Schedule, or in the Policy booklet.

Section 2 - Legal liability cover

What you are covered for - Legal liability

1. **Operating your own pleasure craft**

We cover you and any person allowed by you to control your pleasure craft against legal liability for:

- accidental death or bodily injury to a person other than you;
- accidental death or bodily injury to you when another person allowed by you is in control of your pleasure craft;
- accidental damage to other people's property;

caused by the ownership of or use of your pleasure craft.

2. **Operating a substitute pleasure craft**

We will cover you against legal liability for:

- accidental death or bodily injury to a person other than you;
- accidental damage to other people's property;

caused by the use of the substitute pleasure craft provided that:

- you have permission from its owner; and
- your pleasure craft is not being used at the time; and
- you or any member of your family do not own or have an interest in the substitute pleasure craft.

If you are entitled to cover under any other policy we will only be liable under this section for the amount your liability exceeds the limits of cover under any other policy.

3. **Sudden and accidental discharge, release or escape of fuel or lubricants**

We will cover you or any person allowed by you to control your pleasure craft (within the requirements of any law) against legal liability for:

- actual physical damage to property caused by sudden and accidental discharge, emission, spillage, or leakage upon or into waters or land of oil, petroleum products, effluent or sewage from your pleasure craft provided the discharge, emission, spillage or leakage does not arise from your wilful negligence or misconduct or wilful negligence or misconduct of any person allowed by you to control the pleasure craft.

This extension of cover excludes:

1. death, bodily injury or illness,
2. contractual or assumed liability,
3. any loss of use or consequential loss,
4. fuel or lubricants not being used in connection with the operation of your pleasure craft at the time of the loss,
5. breach of any Federal, State or local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or

any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage emission or leakage.

We will pay up to \$500,000 for any one (1) accident or series of accidents caused by the one (1) event including legal expenses for this cover.

4. **Berthholders liability**

We will cover you for any legal liabilities imposed upon you by the terms and conditions of a lease or agreement for the provision of a berth or mooring or storage facility for your pleasure craft.

What you are not covered for - Legal liability

Operating your own or a substitute pleasure craft

We will not pay the costs of your liability or any person allowed by you to control your pleasure craft (within the requirements of any law) for:

1. loss of or damage to any property owned by you or in your custody or control or the property of any other person covered by this Policy,
2. bodily injury to, or the illness or death of a person who is covered, (or should have been covered) by any compulsory compensation insurance, including any compulsory third party pleasure craft insurance,
3. death or bodily injury caused by the activity of scuba diving,
4. death or bodily injury or property damage intentionally caused by a person covered by this Policy,
5. death, bodily injury or property damage caused by the use of the trailer while it is attached to the towing vehicle or if it breaks away or accidentally detaches from the towing vehicle,
6. the towing of persons or objects in the air, including para-sailing,
7. water skiing or aquaplaning, unless you have chosen the optional water skiers or aquaplaning extension and it is shown in your Policy Schedule,
8. any trades person or company engaged by you for the repair, service or maintenance of your pleasure craft,
9. any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered elsewhere in the Policy,
10. actions that are brought against you in a Court or Tribunal outside Australia or a Court or Tribunal that applies laws other than the law of a State or Territory of Australia,
11. any fine or penalty,
12. aggravated, exemplary or punitive damages.

How much we pay - Legal liability

We will pay the costs of:

- compensation; and
- legal fees and expenses;

that you are liable for.

We will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

Limit on what we will pay - Legal liability

The maximum we will pay is the amount shown in your Policy Schedule in total for all claims that arise from any one (1) accident. This maximum amount includes all legal fees and expenses.

Optional liability extensions

The following liability option may be obtained on application, and for an additional premium:

Optional water skiers or aquaplaning extension

If we have agreed to cover you and shown it in your Policy Schedule and you have paid any additional premium we ask for, we will cover you or any person allowed by you to control your pleasure craft and the person acting as an observer, (within the requirements of any law) against legal liability for:

- accidental death or bodily injury to a water skier or aquaplaner (including you) towed by your pleasure craft;
- accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your pleasure craft; or
- accidental damage to another person's property caused by a water skier or aquaplaner being towed by your pleasure craft.

We will also cover a water skier or aquaplaner towed by your pleasure craft against the water skiers or aquaplaners legal liability to others for accidental:

- death or bodily injury to a person; or
- damage to property other than your pleasure craft;

caused by the water skier or aquaplaner while being towed by your pleasure craft.

When this water skiers or aquaplaning extension does not cover you

We will not pay the costs of liability arising out of:

1. water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your pleasure craft or personal watercraft at the time of the accident,
 2. water skiing or aquaplaning when an aerial device or ski ramp is being used,
 3. water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used, unless it is professionally designed, manufactured and installed,
 4. competition water skiing or aquaplaning,
 5. towing or using hydrofoils, air foils, kite tubes and sky skis,
-

6. towing of any person by pleasure craft or personal watercraft that breaches Maritime regulations,
7. towing of any device not designed and professionally manufactured for the purpose of being towed behind a pleasure craft, (e.g. surfboards or tyre tubes),
8. towing of any device used outside of the manufacturers guidelines, recommendations and specifications.

The sections of the Policy called:

- What you are not covered for - Legal liability
- When you are not covered
- How much we pay - Legal liability
- Limit on what we will pay - Legal liability

also apply to this extension.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy will not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 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. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- any chemical, biological, biochemical, or electromagnetic weapon.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

Additional exclusions applying to this Policy

We will not cover you or any person allowed by you to control your pleasure craft when:

1. your pleasure craft is outside the cruising limits described in your Policy Schedule. Your Policy will be automatically suspended when your pleasure craft clears Australian Customs and Immigration for the purpose of leaving Australian waters and it will not recommence when it clears Australian and Immigration on return (unless you have advised us prior and we have agreed to extend cover in writing. An extra premium will be charged and an increased excess will apply),
2. your pleasure craft was being operated:
 - at a speed greater than sixty (60) knots;

- with a motor more powerful than recommended by the hull manufacturer for the hull specifications;
 - with more than the maximum number of passengers or load recommended by the hull manufacturer;
3. your pleasure craft was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred. But we will cover you if you were not on board the pleasure craft 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 any drug or had a percentage of alcohol or drugs in excess of legal limits,
 4. your pleasure craft was under the control of a person not licensed under the applicable law. But we will cover you if the person:
 - was not named as one of the insured in your Policy Schedule; and
 - you can clearly demonstrate you had no reason to suspect that person was unlicensed;
 5. your pleasure craft was being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional yacht racing risk extension, yacht club social racing risk extension or cover is provided under the power boat association time trials benefit,
 6. your pleasure craft was being used for an unlawful purpose,
 7. your pleasure craft was being used for hire or charter or business purposes, or for payment or reward at the time of the accident or loss,
 8. your pleasure craft was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law. But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed,
 9. your pleasure craft is being transported on a trailer and is not designed and built for that purpose,
 10. your pleasure craft is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you,
 11. the pleasure craft is being used for permanent living accommodation,
 12. you do not keep the pleasure craft in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements, (e.g. Maritime Authority Regulations),
 13. you do not keep your mooring that you use for your pleasure craft in good order and repair and in accordance with any statutory requirements, (e.g. Maritime Authority Regulations),
-

14. your pleasure craft is undergoing major hull repair or alteration, (e.g. extending the length of the pleasure craft, major refurbishment of deck, cabin and hull or replacing inboard engines), unless you tell us beforehand in writing, and we agree in writing to cover you,
15. you have not taken reasonable precautions for the safety of the pleasure craft when a tropical cyclone alarm or warning is issued. These precautions include:
 - if kept on a mooring or marina berth, moving the pleasure craft to a place of safety at the first cyclone alarm or warning in accordance with local authority recommendations;
 - if kept on land, ensuring that the pleasure craft is adequately tied down at the first cyclone alarm or warning.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
 - Be truthful and frank
 - Not behave in a way that's abusive, dangerous, hostile, improper or threatening
 - Co-operate fully with us, even after we've paid a claim.
-

Automatic reinstatement

When we pay a claim for your pleasure craft or an item under this Policy, the sum insured for your pleasure craft or that item is automatically reinstated to the amount shown in the current Policy Schedule, provided you:

- give us written details of the replacement pleasure craft or item(s) within fourteen (14) days of buying them; and
- pay us any additional premium that we ask for.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- if there is any significant change in the condition or use of your pleasure craft which may affect our decision to insure it, including but not limited to:
 - (a) a change of location of mooring,
 - (b) a change of type of mooring,
 - (c) a change of the use of the pleasure craft,
- if any event happens that may mean you may make a claim, and/or a claim may be made against you by another person, you must tell us within thirty (30) days of the event happening.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Purchase of a 'New' pleasure craft

If you replace the pleasure craft or any item shown in your Policy Schedule and we agree to cover the replacement, the Policy covers it:

- from the time you bought it; and
- up to the same value as your agreed sum insured; and
- no longer covers the old pleasure craft or item.

We will give you this cover for the 'New' or replacement pleasure craft or item only if:

- you give us written details of it within fourteen (14) days of buying it; and
- you pay us any additional premium that we ask for.

In giving you this cover, we will consider either the price you paid for the hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and its trailer, or our valuation as the agreed sum insured of that item.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do

For us to consider your claim, you must:

- promptly take all reasonable and responsible precautions to prevent any further loss or damage to your pleasure craft, including electrical equipment and components which have been submerged and in the case of a motor, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components;
- if required by law, you must report the incident to the Maritime authorities;
- make a report to the Police immediately if there is injury, malicious damage and theft or attempted theft of your pleasure craft and record the time, date, incident/report number and name of the recording officer;
- collect personal details from drivers, passengers and witnesses. If another boat or motor vehicle is involved, take down its registration details (if it is registered) and the driver's insurance details;
- contact us as soon as possible and tell us details of what has happened;
- complete our claim form and any other form we ask you to complete, and send it to our claims department at any of our offices. Our claim form is available from your financial services provider or you may download it from our website www.qbe.com.au.

What you must not do

- You must not authorise repairs to your pleasure craft without our consent.
- You must not admit to anyone that you are responsible for the incident, or negotiate or promise payment to anyone.
- You must not dispose of damaged parts of your pleasure craft or pleasure craft contents without our consent.
- You must not accept any payment from anyone who admits fault for loss or damage to your boat, this should be referred to us.

Only we have the right to settle or defend a claim against you by another person.

If we agree you have a claim, only we have the right to:

- make or accept any offer or payment, or in any other way admit you are liable;
- settle or attempt to settle any claim; or
- defend any claim.

When we may refuse a claim

We may refuse a claim if amongst other things:

- you do not do what your duty to disclose facts (duty of disclosure) requires you to do;
- in the application or when making a claim, you:
 - are not truthful,
 - have not given us or refuse to give full and complete details, or
 - have not told us something when you should have,
- you do not at all times take reasonable care to:
 - prevent theft of the pleasure craft,
 - protect your pleasure craft against any initial or further loss or damage,
 - keep your pleasure craft in good condition and seaworthy, (e.g. keep it properly serviced and free of corrosion and ensure drainage bungs are securely fastened prior to launch),
 - prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
 - obey any statutory requirements that safeguard people or their property,
- you do not give us the documents and information we may need to help us decide on any amount that we may pay you;
- you do any of the following without our knowledge and consent:
 - make or accept any offer or payment, or in any other way admit you are liable,
 - settle or attempt to settle any claim, or
 - defend any claim,
- you do not as soon as possible make a report to the Police about:
 - any injury, or

- any malicious damage to your pleasure craft, or
- any theft or attempted theft of your pleasure craft,
- you must give us a written statement from the Police saying that you reported such an event to them.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
 - The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.
-

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- proof of purchase (e.g. a sales receipt, sales invoice or sales contract) that shows a description, amount paid, where and when you bought it and from whom including financial transactions (e.g. debit details, credit card or bank statements);
- if registered, the current registration papers for your pleasure craft;
- copy of the current licence details (front and rear) for the person in control of the pleasure craft;
- service records from a pleasure craft repairer or mechanic showing details of your pleasure craft;
- records of your pleasure craft from the marina or place of storage;
- valuations that substantiate the value of your pleasure craft;
- survey reports that substantiate the condition and value of your pleasure craft;
- maintenance records of your mooring;
- current photographs of your pleasure craft including interior and exterior views.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Your duty to co-operate

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

You must help us even after we have paid your claim. We may attempt to recover the amount of our payment from the person who caused you to suffer loss or damage, or we may want to defend you if it is alleged that you caused loss or damage to someone else.

You must send to us immediately any letters, demands, notices or Court documents you receive relating to an accident that resulted or could result in a claim.

Excesses

For most claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule or, unless specifically mentioned in your current Policy Schedule, an excess mentioned in this booklet.

If you make a claim for loss or damage to your personal effects the excess will be \$100 for each and every claim.

If your trailer pleasure craft (or other pleasure craft type that is not specifically designed to be moored) is moored and suffers loss as a result of sinking, immersion, or swamping at its mooring, you must pay an additional excess of \$1,000 above any excess shown in your current Policy Schedule.

The excess for personal watercraft whenever the vessel is under the control or being operated by a person who is:

- less than twenty five (25) years of age; or
- has less than two (2) years experience in the use of this type of craft;

the excess shown in your Policy Schedule is increased by 100% for each and every claim.

When you won't have to pay an excess

You will not have to pay an excess for claims:

- for total and/or constructive total loss of your pleasure craft;
- arising out of death or bodily injury under the 'Personal accident' or 'Legal liability' cover, (including optional water skiers or aquaplaning extension if selected);
- for land towing, inspection costs or emergency expenses under 'Other expenses';
- paid under the penned benefits clause unless otherwise shown in the Policy Schedule.

You will not have to pay an excess if you are claiming an amount which is more than the excess for the incident while your pleasure craft was in use and we agree it was not your fault or the fault of:

- the person in control or operation of the pleasure craft;
- the driver of the vehicle towing your pleasure craft; or
- any other person in or on your pleasure craft;

provided you give us the name and address of the person responsible for the incident.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.
