

# New Wave Pleasurecraft

Contact Us:



**1300 121 046**

Mon - Fri 9:00am - 5:00pm



**help@newwavemarine.com.au**



New Wave Marine is a trading name of Austbrokers Hiller Marine Pty Ltd. | ABN: 88 611 606 029 | AFSR: 001241503  
Corporate Authorised Representative of Austbrokers Sydney Pty Ltd. ABN 14 061 968 090 | AFSL No. 244244

# RedSky

## INSURANCE

**PLEASURECRAFT INSURANCE**

**PRODUCT DISCLOSURE STATEMENT (PDS)  
& POLICY DOCUMENT**

Coverholder at **LLOYD'S**

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## PRODUCT DISCLOSURE STATEMENT (PDS)

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## Introduction & Important Notices

### Preparation Date: 1st June 2020

Thank you for choosing Our Pleasurecraft Insurance Policy.

This is an important document. Please read it carefully before making a decision to purchase this insurance. It will help You [see "Words with Special Meanings" section for the definition of "You"] to:

- decide whether this product will meet Your needs; and
- compare this product with other products You may be considering.

Please note that any general advice that may be contained within this Policy Wording or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if this insurance product is right for You and You should read all the documents that make up the Policy to ensure You have the cover You need.

### REDSKY INSURANCE

RedSky Insurance Pty Ltd (ABN: 96 635 566 399) is an authorised representative of Allstate Insurance Pty Ltd (ABN: 82 073 267 053; AFSL 239010) and a coverholder at Lloyd's. We manage this Policy that is underwritten by Certain Underwriters at Lloyd's.

RedSky's contact details are:-

Telephone: 1300 217 024

Email: [info@redskyinsurance.com.au](mailto:info@redskyinsurance.com.au)

Address: Level 9, 54 Park Street, Sydney  
NSW 2000 AUSTRALIA  
PO Box A2080, Sydney South  
NSW 1235 AUSTRALIA

Website: [www.redskyinsurance.com.au](http://www.redskyinsurance.com.au)

RedSky is an Australian organisation specialising in providing insurance products for cargo, commercial hull and marine liabilities.

In this Policy document RedSky Insurance is referred to as "Insurer" "We" or "Our" or "Us".

### ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

### OUR CONTRACT WITH YOU

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You. We only cover those parties shown in the Schedule unless otherwise stated in the Policy as being a person or entity entitled to cover. If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

The Policy is made up of:

- this document which sets out the standard terms of Your cover and its limitations;
- the proposal, which is the information You provide to Us when applying for insurance cover;
- the most current Policy Schedule issued by Us. The Schedule is a separate document unique to You. It may include changes, exclusions or additional terms relevant to Your circumstances and may amend this Policy document;
- any other changes to the terms of Your Policy advised by Us in writing (such as an Endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

Please note, only those covers shown in the Schedule are insured.

We reserve the right to change the terms of this insurance where permitted to do so by law.

## APPLYING FOR COVER

When You apply for cover by completing Our application process You need to provide the information We require to determine whether to issue a policy and if so, on what terms.

Where We agree to issue a Policy, cover is provided on the basis:-

- that You have paid or agreed to pay Us the Premium for the cover provided;
- of the verbal and/or written information provided by You in accordance with Your Duty of Disclosure shown below.

## SIGNIFICANT ISSUES TO CONSIDER

Insurance contracts contain exclusions, terms and conditions, limits and sub-limits that You should be aware of when deciding to purchase Our product. These things may affect the amount of the payment that We will make to You if You have a claim.

To properly understand the significant features, benefits and risks of this insurance You need to consider:

- the available type of cover, benefits and exclusions in the Policy,
- the section headed "Words with Special Meanings" which sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the Exclusions and cover limitations that apply to this Policy;
- the "General Conditions" and "Claims Procedures" sections which set out certain general rights and obligations that You and We have. These sections may also have other cover restrictions.

## YOUR DUTY OF DISCLOSURE

Before entering into a contract of general insurance with Us You have a duty, under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (whichever is applicable) to disclose to Us every matter which:

- You know; or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- in respect of which We have waived Your duty.

### If You do not Comply with this Duty

If You fail to comply with Your duty of disclosure or make a misrepresentation to Us:-

Where the Marine Insurance Act 1909 applies, We may avoid the contract from inception.

Where the Insurance Contracts Act 1984 applies, We may be entitled to reduce Our liability under the Policy in respect of a claim or in certain circumstances, We may cancel the Policy.

If the non-disclosure or misrepresentation is fraudulent, We may also have the option of refusing to pay a claim or avoiding the Policy from its beginning.

## ALTERATION OF RISK

You should advise Your insurance broker to notify Us as soon as possible if You become aware of any changes to the facts or circumstance that change the nature of the risk We have insured.

If you do not tell your broker of these changes, in the event of a claim You may not be adequately covered, or You may not have any cover under Your Policy.

## RENEWAL PROCEDURE

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms.

This Policy document also applies for any renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct.

Please note that You need to comply with Your Duty of Disclosure before each renewal. In particular,

## COOLING OFF PERIOD

If You decide that this Policy does not meet Your needs for whatever reason, and You have not made a claim, You can cancel the Policy within 14 days of the start of Your Policy. You will receive a full refund of any Premiums paid (less any taxes or duties We cannot recover).

## DETERMINING YOUR PREMIUM

Your Premium is the amount You pay for Your Policy. It includes any compulsory government statutory charges, levies, duties, GST and other taxes that may apply as well as other additional charges We tell You about.

### How We calculate Your Premium

There are a number of factors We take into account when determining Your insurance Premium which include:

- pricing factors
- policy optional extras
- applicable discounts,
- fees and commission, and
- statutory charges

The following outlines some of the pricing factors that that We may take into account when determining Your Premium:

- the type of Boat, its construction material and its age;
- its value;
- where the Boat is located;
- how the Boat is stored;
- the type of cover;
- the Policy Excess
- Your insurance history.

### Premium discounts

You may be eligible for a no claim bonus, which is a discount off Your Premium. The no claim bonus You receive will depend on the number of years You have insured Your Boat and the number of claims You have had.

Your Schedule will show whether You are eligible for a no claim bonus and the percentage discount that has been allowed to You. The level of discount will be adjusted on renewal automatically depending on whether any claims are lodged during the previous Period of Insurance.

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

## PAYING YOUR PREMIUM

When You apply for cover We will tell You what Premium is payable, when it needs to be paid and how it can be paid.

You must pay Your Premium on time. You can pay Your Premium as a lump sum annually or in monthly instalments if agreed. Additional charges may apply if You pay Your Premium by instalments.

### If You do not pay Your Premium on Time

You need to pay Your Premium by the due date. If You do not pay Your Premium by the due date, Your Policy will be cancelled and You may not be able to make a claim.

A monthly instalment will be considered unpaid by Us if it cannot be deducted from Your nominated account or credit card. If an ongoing monthly instalment is unpaid for 14 days or more after the due date then We will refuse a claim for any incidents that take place during this time. We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

## CANCELLATION OF YOUR POLICY

Your Policy may be cancelled in one of two (2) ways:

### When You can cancel

You can cancel Your Policy at any time by contacting Your insurance broker or by emailing Us at [info@redskyinsurance.com.au](mailto:info@redskyinsurance.com.au) or calling 1300 217 024

The cancellation will take effect at 4pm Australian Eastern Standard Time on the day We receive Your notice of cancellation. We will refund the Premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any Premium if We have paid or are obliged to pay a claim under Your Policy.

### When We can cancel

We may cancel the Policy by informing You in writing, subject to any relevant law. We will give You this notice in writing to Your insurance broker or to Your address last known to Us.

If We cancel, We will refund the Premium for Your Policy less an amount to cover the period for which You were insured.

### Premium Funding

If the Premium has been funded by a Premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the Premium funding company in accordance with the provisions set out above.

## IF YOU NEED TO CLAIM

Refer to Part 8 "If You need to Claim" of this document in respect to what You need to do in the event of a claim.

## RIGHTS OF THIRD PARTIES

No benefit of this insurance is intended to be conferred on or enforceable by any party other than You or at law.

## GENERAL INSURANCE CODE OF PRACTICE

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the general insurance industry. We keenly support and uphold the standards set out in the Code. Further information about the Code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or on request.

## JURISDICTION AND LAW & PRACTICE

This Policy is subject to Australian Law, including the Marine Insurance Act 1909 and the Insurance Contracts Act 1984 as applicable. It is also subject to the exclusive jurisdiction of the courts of Australia.

## CONTACT FOR ASSISTANCE

If You have any questions or need further information concerning Your insurance, You should contact Your insurance broker to assist You with Your enquiry or contact Us via the details shown at the beginning of this Introduction section.

## PRIVACY NOTICE

We are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth). We use Your personal information to assess the risk of and provide insurance and other insurance services to service Your Policy. We may use Your contact details to send You information and offers about products and services that We believe will be of interest to You. If You do not provide Us with full information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute.

If You provide Us with information about someone else You must obtain their consent to do so.

We provide Your information to the insurer We represent when We issue and administer Your Policy.

We may provide Your information to:

- Your insurance broker;
- entities that provide Us with business support services;
- contracted third party service providers (e.g. loss adjuster companies);

but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how You can access the information We hold about You, ask Us to correct it, or make a privacy related complaint. You can obtain a copy by visiting Our website [www.redskyinsurance.com.au](http://www.redskyinsurance.com.au) or by emailing [info@redskyinsurance.com.au](mailto:info@redskyinsurance.com.au).

## COMPLAINTS AND DISPUTE RESOLUTION

RedSky takes the concerns of its customers very seriously. We strive to do things the right way and keep Our customers happy.

Sometimes, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible.

### Here is what to do if a complaint or dispute arises

#### Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of Our products or services and You wish to lodge a complaint, please contact Us at:

Telephone: 1300 217 024

Email: [info@redskyinsurance.com.au](mailto:info@redskyinsurance.com.au)

Address: Level 9, 54 Park Street, Sydney  
NSW 2000 AUSTRALIA  
PO Box A2080, Sydney South  
NSW 1235 AUSTRALIA

Website: [www.redskyinsurance.com.au](http://www.redskyinsurance.com.au)

We will respond to Your complaint within fifteen (15) business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

## Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be referred to:

Postal address: Lloyd’s Australia Limited  
Level 9, 1 O’Connell Street Sydney  
NSW 2000

Telephone: (+61 2) 8298 0783

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Following receipt of Your complaint, You will be advised whether Your matter will be handled by Lloyd’s Australia or the Lloyd’s Complaint team in London, or what other avenues are available to You. Your complaint will be acknowledged within 5 business days of receipt, and You will be kept informed of the progress of the review of Your complaint at least every 10 business days.

Where Your complaint is eligible for referral to the Australian Financial Complaint Authority (AFCA), Your complaint will be reviewed by a person at Lloyd’s Australia with appropriate authority to deal with Your dispute.

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) for review. AFCA can be contacted at:

Postal address: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred within 2 years of the date of Lloyd’s final decision. Determinations made by AFCA are binding on Insurers.

Customers not eligible for referral to AFCA may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd’s. Further details will be provided with their final decision to You.



## Policy Wording

### WORDS WITH SPECIAL MEANINGS

1. **Accident or Accidental** means a sudden and unforeseen Occurrence causing physical loss or Damage or Legal Liability that is not intended or expected by You. This includes a series of Accidents arising out of the same Occurrence.
2. **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 and which is specified in the Policy Schedule. Unless We agree in writing, the Agreed Value shall not exceed 15% of the purchase price of the Boat at the time of attachment.
3. **Anywhere in Australia** means:
  - 3.1 whilst afloat on inland and coastal waters anywhere within 250 nautical miles off mainland Australia and Tasmania;
  - 3.2 while ashore including on slipways or in dry-docks in Australia for the purposes of slipping, haul out or whilst under repair or whilst in storage;
  - 3.3 whilst in transit by sea or on land in Australia, provided the transit is by purpose built trailer, transporter, cradle or beach trolley that is 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 this Policy will cease from the time that Your boat clears Australian Customs & Immigration. On Your return from an overseas voyage, any remaining cover under this Policy recommences from the time Your Boat clears Australian Customs & Immigration.

4. **Anti Theft Device** means a professionally manufactured purpose designed device which has been designed specifically to prevent theft of the attached or protected goods (a chain and padlock/s is not an anti theft device). Examples include:
  - Klamp it;
  - hitch helmet;
  - trailercop;
  - Trojan sentry; or
  - braided steel cable securing the Personal Watercraft to the Trailer.
5. **Boat** means the Boat described in the Policy Schedule comprising of:
  - the Hull;
  - its Motor(s), including fuel tanks (unless they form part of the Hull);
  - Equipment and Accessories;
  - sails, masts, spars, standing and running rigging;
  - its Tender and Trailer.

6. **Burglary** means Theft following violent and forcible entry into or exit from the Boat or building, reported to the Police.
7. **Constructive Total Loss** means where there has been an Accident causing loss or Damage to Your Boat and it is reasonable under the circumstances for You to abandon the Boat, or where the cost of saving the Boat or repairing the Boat would exceed the Market Value of Your Boat or the Total Sum Insured shown in the Policy Schedule.
8. **Damage** means any form of physical harm to Your Boat but does not include wear and tear or any condition or fault that was present before this Policy came into force.
9. **Depreciation** means the reduction in value of the Boat or other property over time as a result of age, condition and normal wear and tear.

The rate of Depreciation We apply will vary depending on age, lifespan, usage and the pre-Accident condition of Your Boat. We utilise expert opinion to assess the Depreciation and where applicable, We will inform You how this is calculated.

10. **Diving Equipment** means masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices, compressors owned by You.
11. **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 for navigational purposes, Boat and Motor covers, life-saving equipment including life jackets, depth sounders, two way radios and any other Equipment or Accessories specified in Your Policy Schedule.

Equipment and Accessories does not include items that are insurable under any household contents insurance or Personal Effects.
12. **Excess** means the first amount of any claim which must be paid by You. The amount of the Excess is stated in the Schedule or in this 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.
13. **Family** means Your spouse or domestic partner, the children, parents or other relatives of You and Your spouse or domestic partner who live permanently with You.
14. **Fishing Gear** means rods and reels used for the purpose of recreational or sports fishing owned by You.

15. **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.
16. **Legal Liability** means Your legal responsibility arising out of the ownership of Your Boat to pay compensation for death, injury, loss or damage to other people or their property.
17. **Market Value** means the reasonable sale value of Your Boat or any other item of property immediately prior to the loss or Damage. If We have issued a Market Value Policy Your Policy Schedule will show Market Value.
18. **Mechanical or Electrical Breakdown** means the failure or breakage of, or the inability to operate, any component or accessory, including any 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.
19. **Motor** means stern drive units, inboard and outboard engines described in the Schedule and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank(s) and lines, battery and control cables and generator.
20. **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.
21. **Period of Insurance** means the period of time that You are covered by this Policy. The Period of Insurance is shown in the Policy Schedule. It commences at the time We agree to insure You and finishes at 4.00pm AEST on the date of expiry of the Policy.
22. **Personal Effects** means personal items belonging to You or Your Family limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses and manchester.
23. **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 SeaDoos.
24. **Policy** means this Policy wording, the PDS, the current Policy Schedule and any endorsement(s), all of which are to be read together.
25. **Premium** means the amount You agree to pay for the insurance provided by this Policy as specified in the current Schedule and any endorsement Premium. The Premium does not include government or other levies or taxes.
26. **Salvage** means what is left of the Boat after it has suffered loss or Damage.
27. **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 payable.
28. **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.
29. **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 personal watercraft unless agreed by Us in writing.
30. **Theft** means the taking of Your Boat or components without Your knowledge, consent or agreement.
31. **Third Party** means parties or persons who are neither You nor Us.
32. **Total Loss** means the loss or Damage of Your entire Boat. A boat is considered to be a Total Loss (or Constructive Total Loss) in circumstances where, following insured Damage, Your Boat is, in Our opinion, uneconomical to repair or requires repairs costing more than the Market Value of Your Boat or the Total Sum Insured shown in the Schedule.
33. **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.
34. **Trailer** means the Trailer noted as covered in the Schedule, which is a roadworthy vehicle in a condition that complies with registration requirements and is designed to be towed by a motor vehicle and is used in transporting Your Boat.
35. **Water Ski Equipment** means water skis, wakeboards, knee boards, ski biscuits, vests and ropes owned by You.
36. **"We" or "Our" or "Us" or "Insurers"** means RedSky Insurance Pty Ltd and/or any other Insurer named in the Policy Schedule as providing cover.
37. **"You" or "Your" or "Assured"** means the person, persons or entity named in the Policy Schedule as the Assured.

## SECTION 1 – YOUR BOAT

### 1 What You are covered for:

- 1.1 We will insure You for an Accident to Your Boat Anywhere in Australia during the Period of Insurance.
- 1.2 We will cover Your Equipment and Accessories for an Accident whilst on board Your Boat Anywhere in Australia and whilst:
  - 1.2.1 Your Boat is in use; or
  - 1.2.2 Your Boat is left unattended when moored or on its Trailer provided the Equipment and Accessories is locked in a cabin or locked space; or
  - 1.2.3 whilst temporarily removed from Your Boat:
    - 1.2.3.1 for the purpose of repair including while being taken to or from repair or storage;
    - 1.2.3.2 for storage in securely locked premises;

Provided items of Equipment and Accessories are not insured or but for the existence of this Policy would have been insured under any other insurance policy.

Subject to the exclusions and conditions shown elsewhere in this Policy.

### 2 What We will pay:

- 2.1 Total Loss or Constructive Total Loss
  - 2.1.1 If Your Boat is insured at an Agreed Value We will pay You the Agreed Value of Your Boat as stated in the current Policy Schedule.
  - 2.1.2 If Your Boat is insured at Market Value We will pay You the Market Value of Your Boat.We will not pay any more than the Total Sum Insured shown in the Policy Schedule.

In either case, We will not pay for unrepaired Damage in addition to a Total Loss or Constructive Total Loss. If We pay You for a 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 Partial Loss

We will, at Our option:

  - 2.2.1 repair or replace the item(s) involved; or
  - 2.2.2 pay You the reasonable cost of repairing or replacing the item(s); or
  - 2.2.3 pay You the Agreed Value (where specified) of the item(s) involved; or
  - 2.2.4 pay You the current Market Value of the item(s) where there is no Agreed Value.

Subject always to the following:

- i) You may be required to make a contribution towards the cost of repairs where the item that has been repaired or replaced:
  - (a) is over one (1) year old, at the date of such loss or Damage; or
  - (b) is over 3 years old for sails, fabric protective covers and outboard motors.

Note: if Your Boat is less than one (1) year old, We will not apply Depreciation in determining the amount payable to You.
- ii) In respect of any claim for painting, recoating or treating a damaged area of Your Boat following repair, We may, at Our option, pay for painting, recoating or treating adjacent undamaged areas to match colours and finish. If We do, We may require a contribution from You.

### 3 What You are not covered for:

- 3.1 We will not cover You for:
  - 3.1.1 Depreciation in value;
  - 3.1.2 loss, including Theft of outboard Motor(s), when it is not securely attached to Your Boat;
  - 3.1.3 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 this 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.
  - 3.1.4 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
    - 3.1.4.1 fire, explosion or lightning;
    - 3.1.4.2 collision with another boat or external object other than water;
    - 3.1.4.3 a malicious act by persons other than You or anyone named in the Policy;
    - 3.1.4.4 Burglary and/or Theft.We will however pay for the cost of repairing consequential Damage to Your Boat due to the failure.

3.1.5 loss or Damage to

3.1.5.1 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;

3.1.5.2 sails, masts, spars, standard and running rigging while Your Boat is racing – unless We have agreed to provide the Optional Extension “Yacht Racing Risks” and this is shown in Your Policy Schedule; and You have paid any additional premium required. This clause does not apply to Social or Corporate Yacht Racing.

3.2 We will not cover You for loss or Damage caused by or resulting from:

3.2.1 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;

3.2.2 rot, mould, rust or other forms of corrosion, delamination, mildew or electrolysis, oxidisation and inherent vice.

**4. Additional Conditions in respect to Personal Watercraft**

4.1 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.

4.2 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.

## SECTION 2 – LEGAL LIABILITY

### 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 Anywhere in Australia during the Period of Insurance; including:

- 1.1 the rescue of You, Your passengers or Your crew;
- 1.2 Your 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.
- 1.3 the costs of salvaging Your Boat;
- 1.4 the costs of any attempt or actual raising, removal or destruction of the wreck of Your Boat;
- 1.5 any costs that result from any neglect or failure to raise, remove or destroy Your Boat;
- 1.6 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;
- 1.7 death, injury, loss or damage to other people or Third Party property.

### 2. Operating a substitute boat:

We will cover You for Your Legal Liability arising out of an Accident whilst operating any other boat provided that:

- 2.1 You have permission from its owner;
- 2.2 Your Boat is not being used at the time;
- 2.3 You or any member of Your family do not own or have an interest in the substitute boat;
- 2.4 If You are entitled to cover under any other policy, 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:

- 3.1 legal or other reasonable expenses incurred with Our consent;
- 3.2 the cost of attendance at court proceedings at Our request, subject to a maximum \$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:

- 5.1 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;
- 5.2 any fines or penalties awarded against You;
- 5.3 Your Legal Liability arising from the towing of persons or objects including parasailing. This exclusion will not apply where We have agreed to cover You under Optional Extra Clause 2 Waterskiing and Aquaplaning Activities and this is stated in the Policy Schedule accordingly;
- 5.4 loss or damage to Third Party property arising from the Trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle;
- 5.5 Your liability under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 5.6 the liability of any tradesperson or company engaged by You for the repair, service or maintenance of Your Boat;
- 5.7 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 Australia;

## SECTION 3 – INJURY TO AN ASSURED

1. If an Assured named in the Policy Schedule suffers death or specific bodily injury named below as a result of an Event 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 Event:

1.1 death \$30,000

1.2 Permanent Total Disablement \$30,000

1.3 total and permanent loss of all sight of one or both eyes \$30,000

1.4 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 Event occurring and;
- the Event occurs Anywhere in Australia during the Period of Insurance.

If more than one person is named as You in the Schedule the amount paid to each person will be the limit payable under this Section divided by the number of persons. The total payable for any one Event will in all instances be limited to \$30,000.

### 2. Definitions (this Section 3 only)

2.1 Event means a specific happening that occurs at one place and at a particular time. An Event may or may not give rise to a payable claim.

2.2 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 You remain unable to do so for a continuous indefinite period solely and directly as a result of the bodily injury.

### 3. We do no cover

3.1 We will not be liable to pay compensation where:

3.1.1 Any entity, company or other organisation that falls within the definition of "You", "Your" or "Assured" that is not an individual person.

3.1.2 You have passed Your 70th birthday at the start of the Period of Insurance;

3.1.3 Your claim arises from a bodily injury while Your Boat is being used for purposes other than Your own private pleasure purposes;

3.1.4 Your claim arises directly or indirectly from:

- sickness or disease;
- bacterial or viral infection not occurring through an accidental cut or wound, or natural causes;
- surgical treatment (unless rendered necessary by accidental bodily injury);
- suicide or attempted suicide or intentional self Injury or deliberate exposure to exceptional danger;
- diving, snorkelling, swimming, water skiing, wake boarding, wake surfing, kiting, aquaplaning, or similar in-water or airborne activities or other activities outside of the Boat;
- Your own criminal act including whilst under the influence of drugs and/or alcohol.

### 4.

4.1 Our payment is subject to the individual claiming under this Section 3 obtaining medical attention for the Accidental injury from a registered medical practitioner and undergoing any medical examination requested by Us.

4.2 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) or the National Health Act 1953 (Cth) or any applicable legislation, including Workers Compensation Legislation.

## SECTION 4 – AUTOMATIC ADDITIONAL BENEFITS

### 1. Automatic Reinstatement

When We pay a claim under this Policy, the Sum Insured is automatically reinstated to the amount shown in the Policy Schedule, provided You:

- 1.1 give Us notice of the replacement item(s) within fourteen (14) days of purchasing them; and
- 1.2 pay Us any additional Premium and government charges that We ask for.

### 2. Clean Up Costs

We will cover You for the reasonable 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 up to a maximum of \$25,000 in addition to the Agreed Value of Your Boat.

### 3. Emergency Equipment

In the event of a claim, which We have accepted, for Accidental loss or Damage to Your Boat We will reimburse You:

- 3.1 for the replenishing, refilling or replacing of fire extinguishers and safety flares; and
- 3.2 to replace the battery within Your EPIRB (or similar emergency beacon); up to \$1,500 any one Occurrence.
- 3.3 for the repacking of Your life raft.

### 4. Governmental Authorities

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.

### 5. Personal Effects

We will cover Personal Effects of You, Your Family or any passengers on Your Boat for Accidental loss or damage while they are on board or being carried to or from Your Boat.

Unless otherwise shown in the 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 claim.

We will, at Our option:

- repair or replace the item(s) involved; or
- pay You the reasonable cost of repairing or replacing the item(s); or
- pay You the Agreed Value (where specified) of the item(s) involved; or
- pay You the current Market Value of the item(s) where there is no Agreed Value.

We will not cover You for Theft of Personal Effects of You, Your Family or any passengers on Your Boat, unless this follows forcible and violent entry into a lockable part of Your Boat.

In the event of a Total Loss of Your Boat, the limit provided under Personal Effects is not payable over and above the Total Sum Insured shown in the Schedule.

### 6. Diving Equipment, Fishing Gear and Water Ski Equipment

We will cover Your Diving Equipment whilst on Your Boat for Accidental loss or damage.

Unless otherwise shown in the 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 claim.

We will, at Our option:

- repair or replace the item(s) involved; or
- pay You the reasonable cost of repairing or replacing the item(s); or
- pay You the Agreed Value (where specified) of the item(s) involved; or
- pay You the current Market Value of the item(s) where there is no Agreed Value.

We will not cover You for Theft of Diving Equipment, Fishing Gear and Water Ski Equipment unless this follows forcible and violent entry into a lockable part of Your Boat.

We will not cover you for loss or damage to Diving Equipment, Fishing Gear and Water Ski Equipment whilst being used.

Unless otherwise agreed, in the event of a Total Loss of Your Boat, the limit provided for Diving Equipment, Fishing Gear and Water Ski Equipment is not payable over and above the Total Sum Insured shown in the Schedule.

### 7. Purchase of New Boat

If You replace Your Boat, We will insure Your replacement Boat for its Market Value (or if specifically agreed by Us, its Agreed Value) on the same terms that applied to the original Boat stated in the Policy Schedule, but only if:

- 7.1 You tell Us and provide full details within 14 days after buying the replacement boat; and
- 7.2 You pay any extra Premium which We may require; and
- 7.3 the Market Value of the Boat purchased is no more than 10% greater than the current Boat; and
- 7.4 the replacement Boat is of a similar type and construction.

## 8. Search and Rescue

Whilst Your Boat is being used for search and rescue work by the Australian Volunteer Coast Guard, Australian police, Volunteer Sea Rescue Groups or other constituted authority but this clause does not extend to cover the Legal Liability of such organisations or authorities.

## 9. Sighting bottom after grounding

We will pay costs limited to \$5,000 any one Occurrence, where Your Boat becomes stranded and/or grounded and/or is involve in an Accident, for the purpose of sighting the hull bottom regardless of whether any resultant Damage is discovered.

## 10. Social and Corporate Yacht Racing

Your Boat is covered while being used in Social or Corporate Yacht Racing Anywhere in Australia.

## 11. Sue and Labour (expenses to avoid or minimise a loss)

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.

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.

## 12. Transport and Accommodation Costs

If Your Boat is damaged and it cannot be used, and We have accepted a claim under this Policy, We will also pay the reasonable costs 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.

## 13. Nil Excess for Moored Boat

In the event of a claim for Accidental loss or Damage to Your Boat 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 cover does not apply when:

- Your Boat is moored on a swing mooring at the time of the loss, or when the Boat is not in its permanent or usual berth.
- In the event of a claim for loss or Damage caused by a named cyclone meaning a tropical depression, tropical storm or hurricane.

## 14. Lost Keys

We will cover You for the loss or Theft of the keys of Your Boat including the costs associated with recoding 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.



## SECTION 5 – OPTIONAL ADDITIONAL BENEFITS

### Yacht Racing Risks

If We have agreed to cover You for Yacht Racing Risks, We will provide additional cover to You for loss of or Damage to Your Boat including for:

- sails;
- mast(s);
- spars;
- booms;
- spinnaker poles;
- standard and running rigging.

You will have to pay the Yacht Racing Risks Excess shown in Your Policy Schedule for loss or Damage to Your Boat or Legal Liability or damage to other people's property.

### Waterskiing and Aquaplaning Activities

If We have agreed to cover You for Waterskiing and Aquaplaning Activities:-

1. 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;
  - 1.3 Accidental Damage to another person's property caused by a water skier or aquaplaner being towed by Your Boat.

This benefit 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 2 Legal Liability the following exclusions will apply to this optional additional benefit.

We will not pay for Legal Liability arising out of Waterskiing or Aquaplaning when

- 2.1 Where You have not selected this optional cover for Your Boat and it is not shown on the Schedule;
- 2.2 there is not a legally 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;
- 2.4 a ski mast, ski pole or ski tower are being used unless it has been professionally designed, manufactured and installed.
- 2.5 involved with competition Waterskiing/ wakeboarding or water-ski racing of any description.

We will not pay for Legal Liability arising out of the towing of:

- 2.6 any person by Your Boat that breaches any statutory requirements;
- 2.7 any device not designed and professionally manufactured for the purpose of being towed behind Your Boat.

## SECTION 6 – 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 liability:
  - 1.1.1 caused by or arising as a result of the unseaworthiness, lack of repair or maintenance of Your Boat or any Boat covered by this Policy;
  - 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 a mooring or berth:
    - (a) that has not been inspected or serviced within the required period; or
    - (b) does not meet the minimum specifications set by any port, harbourmaster, local council or any other legally competent authority.
- 1.2 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 other consequential loss; including financial or mental loss which 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.
- 1.6 Accidental loss or damage to tools, Water Ski Equipment, Fishing Gear, Diving Equipment or water sports equipment whilst in use.

### 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 Extension "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 unless We have specifically agreed to cover this use and have noted it in Your Schedule.
- 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.
- 2.3 Your Boat is being towed / transported on a Trailer:
  - 2.3.1 and the driver
    - (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 is 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 used for permanent living accommodation, unless We have agreed in writing to provide cover for this use.
- 2.6 Your Boat is under major hull repairs or undergoing alterations (eg extending the length of the Boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless We have agreed in writing to cover You.
- 2.7 Your Boat is left unattended at anchor for more than 24 consecutive hours.

### 3. We do not cover:

- 3.1 War Risks  
Loss damage liability or expense directly or indirectly caused by or 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;
- 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, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

#### Exclusion

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

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

- 3.3.1 Terrorism; and/or
- 3.3.2 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 organization(s) involving:

- i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii) 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 organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

- 3.4 Sanction Limitation & Exclusions  
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.

## **SECTION 7 – GENERAL POLICY CONDITIONS**

The following General Policy Conditions apply to all sections of the Policy.

### **1. Assignment**

You must not assign or attempt to assign this Policy or Your interest in this Policy to any other person or party without Our written consent.

### **2. Breach of Policy Terms, Policy Exclusions or Policy Conditions**

No claim shall be payable where any person entitled to indemnity under this Policy breaches any of the Policy terms, or Policy exclusions or Policy conditions. Nothing in this Policy affects Our right to avoid the Policy for non-disclosure.

### **3. Goods and Services Tax (GST)**

All sums insured, limits of liability, limits of indemnity and sub-limits are GST inclusive.

### **4. Joint Assureds**

Where the Policy is issued in joint names, then this Policy is a joint Policy. This means that:

- 4.1 all persons entitled to cover under this Policy must meet all the conditions and obligations applying to You under this Policy;
- 4.2 if one of You does or fails to do anything so that there is no cover, there will be no cover for any of You.

### **5. Moorings**

It is a warranty of this Policy that Your Boat's permanent swing mooring complies with the regulations, specifications or standards required for Your Boat's size is in good order. This includes being lifted and inspected at intervals as required by the relevant authorities but no greater than every three (3) years.

### **6. Other insurance**

If at the time of an Accident another Policy is in force covering the same risk 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 Your Schedule.

## SECTION 8 – IF YOU NEED TO CLAIM

### 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, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components;
- 1.2 Notify Us and complete a claim form
  - 1.2.1 contact Us as soon as possible and tell Us details of what has happened;
  - 1.2.2 complete Our claim form and any other form We ask You to complete.
- 1.3 Co-operate with Us
  - 1.3.1 make Your Boat available for inspection by Us at any time;
  - 1.3.2 co-operate with Our assessors, investigators and anyone else We may appoint to help Us;
  - 1.3.3 take photographic evidence of any Damage should a health and safety issue warrant immediate removal or destruction before We are able to inspect.
- 1.4 Report to Police  
Make a report to the police if there is malicious Damage, Burglary, Theft or attempted Theft of Your Boat;
- 1.5 Records You must keep  
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;
  - 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
  - 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.

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

### 3. Repairers

- 3.1 You may choose the repairer of Your Boat. We can require that You take Your Boat to another repairer. You or the repairer must get a written agreement from Us to start repairs before We will accept responsibility for them.
- 3.2 It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

### 4. Excess

- 4.1 You are required to pay an applicable Excess shown on the Policy Schedule or elsewhere in this Policy, for each and every claim made under Your Policy.
- 4.2 All claims arising out of one Accident or Occurrence are treated by Us as one claim. We pay the relevant amounts less the Excess payable by You.

### 5. We may refuse a claim if amongst other things:

- 5.1 You do not do what Your Duty of Disclosure requires You to do; in the application or when make a claim, 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 and/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;
  - 5.2.4 obey any 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.
- 5.4 You do any of the following without Our knowledge and consent:
  - 5.4.1 make or accept any offer or payment, or in any other way admit You are liable;
  - 5.4.2 settle or attempt to settle any claim;
  - 5.4.3 defend any claim.
- 5.5 You do not as soon as possible make a report to the Police about:
  - 5.5.1 any malicious Damage to Your Boat; or
  - 5.5.2 any Burglary or Theft or attempted Theft of Your Boat.

You must give Us a written statement from the Police saying that You reported such an event to them.

# Redsky INSURANCE

**RedSky Insurance Pty Ltd**

[ABN 96 635 566 399]

An authorised representative [AR No. 1279326] of

Allstate Insurance Pty Ltd

[ABN: 82 073 267 053. AFSL 239010]

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