

A photograph of a beach scene. In the foreground, a large, dark metal boat anchor is partially buried in the sand. A chain extends from the anchor towards the background. In the distance, a yellow and white inflatable boat is visible on the sand. The background shows a clear blue sky with some clouds and the turquoise ocean meeting the shore.

Product disclosure statement
& policy wording

Pleasure Craft



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

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Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹਨ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਤੇ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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Our commitment

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

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.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet. Call us on 133 723 if you need more information, would like to confirm a transaction or to make a claim.

The Claims section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

Important Information

The important information in this section includes:

- 'The cost of your Policy'
- Your 'Cooling-off period'
- 'Privacy' and how we handle your personal information, and
- Our process for Resolving complaints and disputes.

The cost of your 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:

- Your sum insured
- The year, make, model and registration number of your vessel
- The address where your vessel is usually kept
- How your vessel is stored or moored
- Any no claim bonus you're entitled to
- The type of cover you've selected
- Optional benefits you've selected
- Excesses
- How often you've chosen to pay your premium.

How to reduce your premium

Discount	How to get it
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
No claim bonus	We'll move you up one level for each year you remain claim free, up to our maximum level. If you make a claim, your no claim bonus will be recalculated based on the number of claims you make. See no claim bonus on 'Settling claims' for more information.
Lay-up saving	You receive a discount on your premium when you choose one to take our lay-up reduced cover. See 'Comprehensive cover - optional benefits' for details of this lay-up reduced cover.

Discount	How to get it
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

Cooling-off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling-off period, you can call QBE Customer Service on 133 723 or send an email to enquiries@qbe.com

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

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 ways we could use it. To get a copy at no charge by us, 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.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 - Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA 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. • customer-care@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 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

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority.

How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

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 for period of insurance. It's made up of:

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

'Paying your premium' sets out what you have to pay us for cover under this Policy.

The 'Cover' section sets out the different covers and benefits available under this Policy.

The Exclusions and conditions section sets out:

- Your responsibilities once you've taken out this Policy, and
- What isn't covered.

The 'Claims' section sets out:

- Your responsibilities, including what to do and what not to do, after incidents and when you make claims, and
- How we settle claims and our rights after you make them.

How much we'll pay

How much we'll pay for a claim is set out under each cover or on your Policy Schedule. You have to pay any excess which applies to the claim.

The cover you chose

When you take out this Policy you must:

- Choose one of the two types of cover we offer:
 - Comprehensive
 - Third party only.

Your Policy Schedule will show the cover you've chosen, your sum insured, plus any optional benefits you've selected. Where your Policy covers more than one vessel, these details will be shown for each vessel on the Policy Schedule.

'Legal liability - Comprehensive and Third party only cover' cover is automatically included up to the limit you have chosen.

Paying your premium

Your Policy Schedule sets out what your premium is and when you need to pay it by.

Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to you to let you know when this will happen.

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

On 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 offer to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you will need to 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.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied.

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, accidental or accidentally	An unforeseen and unintended incident causing loss or damage. This includes a series of accidents arising out of the one event.
Agreed value	the amount shown on your Policy Schedule 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	Professionally manufactured purpose designed anti-theft device. Examples include: <ul style="list-style-type: none"> • Klampit • Hitchhelmet • Trailercop • TrojanSentry • Braided steel cable to secure your pleasure craft or personal watercraft to the trailer. Anti-theft device doesn't include chains and/or padlocks.
Damage or damaged	Any form of physical harm to the vessel but not including wear and tear or anything present before this Policy came into force.
General equipment and accessories	Items manufactured and intended for use on your pleasure craft that are portable or not permanently attached to your vessel: <ul style="list-style-type: none"> • Safety and life-saving equipment that you legally required to carry on your vessel including: <ul style="list-style-type: none"> ◦ Life jackets installed that you legally need to carry on your vessel ◦ EPIRB (Emergency Position Indicating Radio Beacon) • Sporting equipment used for recreational purposes and owned by you: <ul style="list-style-type: none"> ◦ Fishing equipment (including rods, reels, tackle and other similar equipment), ◦ diving equipment (including regulators, tanks and buoyancy compensation devices),

When we say	We mean
	<ul style="list-style-type: none"> ◦ water ski or aquaplaning equipment . • Communication and Navigation Equipment: <ul style="list-style-type: none"> ◦ Auto pilot ◦ Depth sounders ◦ Electronic navigation equipment including laptop computers when it can be clearly demonstrated they're used for navigational purposes ◦ Fish finders ◦ Global positioning systems ◦ Two way radios • Entertainment Equipment : <ul style="list-style-type: none"> ◦ Home entertainment equipment including Television (s) and DVD/ Blu-ray or similar player(s) • Unregistered dinghy or tender • General contents permanently kept on the pleasure craft for your personal use, provided they're not separately insured, including: <ul style="list-style-type: none"> ◦ Cushions, bedding, manchester and flags ◦ Unfixed furniture, tables and chairs ◦ Items and appliances used for cooking, drinking and eating ◦ Portable refrigerators, freezer and ice boxes (excluding food and alcohol) ◦ Portable barbecue's and gas bottles. • Artwork & Antiques: <ul style="list-style-type: none"> ◦ Paintings and curios ◦ Antique furniture • Other miscellaneous equipment and accessories: <ul style="list-style-type: none"> ◦ Anchors ◦ Oars or paddles ◦ Protective covers and detachable canopies that are specifically designed for your vessel including: <ul style="list-style-type: none"> > Biminis > Vessel and motor covers ◦ Tools that you permanently keep on the vessel for an emergency, breakdown and maintenance reasons including unfixed spare parts for your vessel <p>General equipment and accessories that are permanently attached to the hull should be included in the total vessel value.</p>

When we say	We mean
Family	Your spouse or domestic partner, the children, parents or other relatives of you or your spouse or domestic partner who live permanently with you.
Financier	A person or entity with a security interest.
Hull	<p>The shell of the vessel, deck, fixtures and fittings on deck or below deck not normally removable and normally sold with the vessel including:</p> <ul style="list-style-type: none"> • Masts and spars • Fuel tanks and machinery that are permanently attached • Bilge pumps • Steering gear
Lay-up	When your vessel is within the boundary of your private residence or at a secure location agreed by us during the months specified on the Policy Schedule
Legal liability	Your legal responsibility arising out of the use of the vessel 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've done something wrong or you're at fault.
Loss	Any damage, destruction, death, injury, illness, liability, cost or expense of any nature.
Market value	<p>The value of your vessel in your local market, for example, the amount it costs to buy your vessel (including GST) from a reputable boat dealer in your area. Market value is generally based on:</p> <ul style="list-style-type: none"> • Vessel type • Manufacturer or builder • Model • Specifications • The age and condition of your vessel (including wear, tear and maintenance history) • Modifications made to your vessel <p>To estimate your vessel's market value we rely on reputable sources, including:</p> <ul style="list-style-type: none"> • Industry guides • Experts • Boat dealers

When we say	We mean
Mooring	<p>A permanent anchor on bed of the sea, river, water way or lake with a rode (a line, cable, or chain) running to a float on the surface. The mooring must:</p> <ul style="list-style-type: none"> • Conform with all applicable Maritime licensing and statutory regulations • Be suitably designed for the type, size and displacement of the pleasure craft; • Be appropriately sited; and • Be in good order and commercially serviced by a professional mooring contractor within intervals not exceeding 365 days.
Motor, motors	<ul style="list-style-type: none"> • Inboard motors • Outboard motors • Stern drive units • Jet units • Gear boxes • Propellers • Shafts • Skegs • Portable fuel tanks and lines • Wiring harness • Instruments (e.g. tachometer) • Control cables • Generators.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Permanent total disablement	You've been unable to carry out your regular occupation for a period of at least 12 consecutive months, and you remain unable to do so for a continuous indefinite period solely and directly as a result of the injury.
Personal effects	<p>Items normally worn or carried on your person on the vessel, including:</p> <ul style="list-style-type: none"> • Clothing • Binoculars • Mobile phones, prescription glasses and sunglasses • Waterproof gear • Bags • Eskies, wine coolers • Shoes • Wallets or purses excluding cash and credit cards

When we say	We mean
	<ul style="list-style-type: none"> • Toilet articles • Hats or caps • Keys or pens • Portable radio, MP3 players and compact disc players.
Personal watercraft (PWC)	A vessel operated by a person who's standing, sitting or kneeling that uses waterjet propulsion and is legally defined as a personal watercraft (PWC) by the relevant State Maritime Authority.
Policy Schedule	One of the following: <ul style="list-style-type: none"> • Policy Schedule • Renewal Schedule • Alteration Schedule.
Premium	The amount you pay for the insurance provided by this Policy, including any taxes and other government charges. (This is different from the excess that you pay when making a claim).
Racing (applicable to Comprehensive cover or Third party only cover)	Participating in an organised sailing competition with other boats over a designated distance or route.
Seaworthy	Your vessel 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>Example</p> <ul style="list-style-type: none"> • The vessel 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 vessel are in good condition, good working order and well maintained (e.g. motor, steering, anchor, pumps, navigational equipment, etc.) and you can verify the maintenance recommendations of the manufacturer have been carried out.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009 (Cth)</i> .
Temporary total disablement	You're unable to carry out the normal duties of your occupation solely and directly as a result of the injury.

When we say	We mean
Tender	An auxiliary vessel (or dinghy) (capable of being and usually carried on deck or on davits on your vessel or which is towed behind your vessel) and the outboard motor normally attached, that's used as a life vessel or means of transportation between your vessel and the shore, or for both purposes. A tender must be marked with the registration number of your vessel and not registered in its own right. If the tender is registered separately you will be required to apply for separate cover for that tender
Theft	A person has taken your vessel, equipment and accessories without your knowledge, prior consent or agreement.
Total loss (actual or constructive)	<p>Your vessel is an 'actual total loss' when it's totally destroyed or damaged in such a way it can be neither recovered nor repaired for further use.</p> <p>Your vessel is a 'constructive total loss' if it's damaged and uneconomical to repair.</p>
Total vessel value (also known as the sum insured)	<p>The amount shown in your Policy Schedule we've agreed to insure your vessel for and is made up of:</p> <ul style="list-style-type: none"> • Vessel sum insured*: <ul style="list-style-type: none"> ◦ Hull; ◦ Engine(s); ◦ Sails, masts, spars, standing and running rigging; ◦ Trailer. <p>*whether individual sums insured are specified for these items or not.</p> • Equipment and accessories sum insured: <ul style="list-style-type: none"> ◦ General equipment and accessories; ◦ Specified equipment and accessories.
Vessel	<p>The vessel type described in the Policy Schedule comprising of:</p> <ul style="list-style-type: none"> • Hull; • Engine(s), including fuel tanks (unless they form part of the hull); • Equipment and accessories; • Sails, masts, spars, standing and running rigging; • Trailer.
Water skiing or aquaplaning	A person travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your vessel.
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	The person(s) named in your Policy Schedule as the insured.

Cover

This section of the booklet sets what we cover under this Policy for:

- 'Comprehensive'
- 'Third party only'

Exclusions and conditions are set out on page 26.

Comprehensive

This cover applies to vessels shown on your Policy Schedule with the Comprehensive cover type.

Where your Policy covers more than one vessel, each vessel and the cover option will be shown separately on the Policy Schedule.

What we cover

We'll cover your vessel for the 'Comprehensive cover - insured events'.

We also give you:

- 'Comprehensive cover - standard benefits'
- 'Comprehensive cover - optional benefits' you've bought (as shown on your Policy Schedule),
- 'Legal liability - Comprehensive and Third party only cover' cover.

How much we'll pay

Up to the sum insured for your vessel and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out the full terms and conditions which apply when you make a claim, including our process for 'Settling claims'.

Third party only

This cover applies to vessels shown on your Policy Schedule with the Third party only cover type.

Where your Policy covers more than one vessel, each vessel and the cover option will be shown separately on the Policy Schedule.

What we cover

Third party only cover is a limited cover which gives you 'Legal liability' cover.

We also give you the Optional benefits applicable to our Legal liability cover you've bought (as shown on your Policy Schedule).

How much we'll pay

Up to the legal liability limit shown on the Policy Schedule for all claims that arise from one accident.

The Claims section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claims.

Comprehensive cover - insured events

The table below shows the insured events you are covered for and what we won't cover.

Insured event	What we'll cover	We won't cover
Accidental sinking	Accidental sinking of your vessel.	Sinking of an unseaworthy vessel.
Government authority	Damage to your vessel by a government authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your vessel.	When a government authority damages your vessel due to your negligence or a lack of due diligence.
Loss or damage	Accidental loss or damage to your vessel: <ul style="list-style-type: none"> • Navigating or in transit within Australia or in Australian inland and coastal waters up to 200 nautical miles offshore • At any marina, slipway • At any location when laid-up ashore • During any voluntary rescue work. 	When you use your vessel outside Australian waters.
Malicious damage	Malicious damage to your vessel.	Malicious damage caused by you.
Theft	Theft of: <ul style="list-style-type: none"> • Your entire vessel, including trailer, outboard motor(s), equipment and accessories • Part of the vessel, including trailer, outboard motor(s), equipment and accessories from: <ul style="list-style-type: none"> ◦ The vessel itself, or ◦ Where you keep the vessel, trailer, outboard motor(s) or the equipment or 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 vessel in a secure place of storage).

Insured event	What we'll cover	We won't cover
	<p>Where your vessel is a PWC, we'll only cover the theft of it while it's either:</p> <ul style="list-style-type: none"> • Stored ashore in a locked garage or yard, but only if there's physical evidence of visible, violent and forcible removal from or entry to where it was stored • On a trailer, but only if there's physical evidence of visible, violent and forcible removal of both the trailer and the anti-theft device. 	
Transit damage	Accidental damage to your vessel during transit on its own trailer by road, rail or ship.	<p>Damage to your vessel if you didn't:</p> <ul style="list-style-type: none"> • Carry it on a trailer designed to tow vessels such as yours • Comply with all relevant statutory requirements.

Comprehensive cover - standard benefits

Comprehensive cover comes with standard benefits which apply when we agree to pay a claim.

Benefit	What we give you	What we don't cover
Clean up costs	<p>Up to \$20,000 towards the reasonable cost to clean 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 after an insured event.</p> <p>This benefit is payable in addition to your sum insured.</p>	Clean up costs caused by gradual pollution from your vessel.
General equipment and accessories	<p>Up to \$200 towards the cost of repairing or replacing any one item of equipment and accessories which are lost or damaged in an insured event.</p> <p>The most we'll pay in the period of insurance is \$2,000.</p>	Sports equipment for water skiing, fishing, diving or other water sports whilst in use.

Benefit	What we give you	What we don't cover
	<p>You also have the option to (subject to an additional premium):</p> <ul style="list-style-type: none"> • increase the limits under this benefit, and /or • specify any equipment & accessories item which are above the standard limits above. <p>Call us on 133 723 to find out how.</p>	
Emergency expenses	<p>If your vessel gets into difficulties or is accidentally damaged, we'll pay your reasonable costs to:</p> <ul style="list-style-type: none"> • Minimise loss or damage • Remove the vessel to safety (including emergency towing) • Dry electrical equipment in the motor(s) • Clean and oil motor(s) • Inspect the hull to see if it's damaged following the grounding of your vessel. <p>The most we'll pay in the period of insurance is your sum insured.</p> <p>We'll also pay towing costs to take your vessel to the nearest repairer in an emergency, provided your vessel is designed to be towed by a trailer. The most we'll pay is \$750 for all claims during the period of insurance.</p>	
Personal accident	<p>If you're involved in an accident arising directly out of the use of your vessel and within 6 months of that accident you:</p> <ul style="list-style-type: none"> • Die or suffer a permanent total disablement, or • Suffer temporary total disablement, <p>we'll pay you or your estate:</p> <ul style="list-style-type: none"> • \$25,000 if you die or suffer permanent total disablement, or 	<p>Suicide or self-harm.</p> <p>We won't pay this benefit if you didn't obtain and follow the advice of a qualified medical practitioner (other than you or a spouse) as soon as possible after the accident.</p>

Benefit	What we give you	What we don't cover
	<ul style="list-style-type: none"> \$250 per week for up to 100 weeks if you suffer temporary total disablement. 	
Personal effects	<p>Up to \$500 for any one item for accidental loss or damage to your personal effects while you're using the vessel.</p> <p>The most we'll pay is \$5,000 for any one claim in addition to the sum insured.</p>	
Power Boat Association time trials	<p>We'll cover you under this Policy while you're taking part in time trials conducted under the control or regulation of the Power Boat Association up to a maximum speed of 25 knots.</p>	
Removal of wreck costs	<p>Up to \$10 million for any one event or series of events arising from the same incident towards the reasonable cost to remove or recover your vessel if it's damaged or sinks accidentally and either:</p> <ul style="list-style-type: none"> We agree to recover it The law requires it must be removed. <p>These costs paid in addition to the agreed value of your vessel.</p>	

Comprehensive cover - optional benefits

You can choose to buy any or all of the optional benefits in the table below for additional premium.

Where you choose to have cover under any of the following racing (comprehensive cover) or lay-up reduced cover optional benefit, the optional benefits you've bought will be shown on your Policy Schedule and will apply:

- Once you've paid us any additional premium for the benefit which we ask for;
- We will confirm your cover by showing the benefit on your Policy Schedule.

Where your Policy covers more than one vessel, each vessel and any selected optional benefits which apply to it will be shown separately.

Benefit	What we give you	What we don't cover
Racing (Comprehensive cover)	We'll cover accidental loss of or damage to your vessel while racing it.	There's no cover under this benefit if your vessel was sailing in an event that is more than 200 nautical miles in distance. If you intend to use your vessel in races that exceed 200 nautical miles in distance, call us on 133 723.
Lay-up reduced cover	There's no cover under this Policy for operating your vessel during the lay-up period that you have nominated as shown on the Policy Schedule. However, we'll cover your vessel if it's: <ul style="list-style-type: none"> • Kept on a trailer or dry stored at the address shown on your current Policy Schedule, or • Only being taken for a scheduled service or to be repaired by a marine repairer or mechanic, and • Secured with an anti-theft device, and • If your vessel is dry stored, kept: <ul style="list-style-type: none"> ◦ Under cover ◦ In something that can be locked up 	This option is not available to vessels that are moored. If you've taken out our lay-up reduced cover optional benefit, but intend to use your vessel during this period, call us on 133 723. We'll only cover it if: <ul style="list-style-type: none"> • You tell us you're going to use it • We agree to cover you for that use, and • You pay us any additional premium that applies.

Legal liability - Comprehensive and Third party only cover

Legal liability cover is automatically included with our 'Comprehensive' and 'Third party only' cover.

We also give you the 'Legal liability cover optional benefits' you've bought.

What we cover

Berth holder's liability

We'll cover your legal liability 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 vessel.

Operating your own vessel

We'll cover yours, or someone who you've authorised to control your vessel, legal liability for:

- Accidental death or bodily injury to a person other than you
- Accidental death or bodily injury to you when another person is allowed by you to control your vessel
- Accidental damage to other people's property,

which is caused by the use of your vessel.

Operating a substitute vessel

We'll cover yours, or someone who you've authorised to control your vessel, legal liability for:

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

which is caused by the use of the substitute vessel, provided:

- You had permission from the substitute vessel's owner
- Your vessel wasn't being used at the same time
- Neither you nor any member of your family don't own or have an interest in the substitute vessel.

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

Sudden and accidental discharge, release or escape of fuel or lubricants

We'll cover yours, or someone who you've authorised to control your vessel, 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 vessel provided the discharge, emission, spillage or leakage doesn't arise from wilful negligence or wilful misconduct.

How much we'll pay

In circumstances where legal advice or representation is required, we will pay up to the legal liability limit shown on the Policy Schedule for all claims that arise from one accident.

If a claim is for sudden and accidental discharge, release or escape of fuel or lubricants, up to \$500,000 for any one accident or series of accidents caused by the one event including legal expenses.

We'll pay the costs of your legal fees and expenses if we consent to them in writing before they're incurred.

Legal liability cover optional benefits

Legal liability cover is automatically included with our 'Comprehensive' and 'Third party only' cover.

Where you choose to have cover under the following racing (third party only) or the water skiers or aquaplaning extension, the optional benefit will be shown on your Policy Schedule and will apply:

- Once you've paid us any additional premium for the benefit which we ask for;
- We will confirm your cover by showing the benefit on your Policy Schedule.

Where your Policy covers more than one vessel, each vessel and any selected optional benefits which apply to it will be shown separately.

Benefit	What we give you	What we don't cover
Racing (Third party only cover)	<p>We'll cover yours' or someone who you've authorised to control your vessel, legal liability for accidental:</p> <ul style="list-style-type: none"> • Death or bodily injury to a person • Damage to property other than a vessel <p>caused while your vessel is racing.</p> <p>We'll also pay reasonable legal expenses, provided you asked us first.</p> <p>The most we'll pay is up to the legal liability limit shown in your Policy Schedule in total for all claims arising from one accident.</p>	<ul style="list-style-type: none"> • Loss or damage, theft of your vessel and benefits as detailed in the Comprehensive cover. • There's no cover under this benefit if your vessel was sailing in an event that is more than 200 nautical miles in distance. <p>If you intend to use your vessel in races that exceed 200 nautical miles in distance, call us on 133 723.</p>

Benefit	What we give you	What we don't cover
<p>Water skiers or aquaplaning extension</p>	<p>We'll cover yours' or someone who you've authorised to control your vessel, legal liability for accidental:</p> <ul style="list-style-type: none"> • Death or bodily injury to a person • Damage to property other than a vessel <p>caused while being towed by your vessel.</p> <p>We'll also pay reasonable legal expenses, provided you asked us first.</p> <p>The most we'll pay is up to the legal liability limit shown in your Policy Schedule in total for all claims arising from one accident. The maximum amount we'll pay also includes all legal fees and expenses.</p>	<p>Legal liability arising out of:</p> <ul style="list-style-type: none"> • Competition water skiing and aquaplaning • Towing or using hydrofoils (air chair/skyski) • Towing of any person by personal watercraft that breaches applicable Maritime regulations • Towing of any device not designed and professionally manufactured for the purpose of being towed behind a vessel (e.g. surfboards or tyre tubes). <p>Legal liability arising out of water skiing or aquaplaning:</p> <ul style="list-style-type: none"> • Where there isn't a legally competent observer in addition to the driver on board your vessel at the time of the accident • When an aerial device or ski ramp is used • When a ski mast, ski pole or ski tower are being used unless professionally designed, manufactured and installed

Exclusions & conditions

It's important to know what you need to do, what we can do and how it'll affect your claim.

This section of the booklet sets out:

- Exclusions:
 - 'Comprehensive exclusions' - which apply to 'Comprehensive' claims
 - 'Legal liability exclusions' - which apply to 'Legal liability - Comprehensive and Third party only cover' claims
 - 'General exclusions' - which apply to all claims
- 'General conditions' - your responsibilities once you've taken out this Policy, and
- 'Other terms' - how this Policy operates.

Comprehensive exclusions

These exclusions apply to claims made under the Comprehensive cover.

Maintenance

We won't cover	For example, but not limited to
Loss or damage, including sinking, caused by:	
Normal wear and tear.	Wear and tear of your vessel or trailer resulting from ageing or loss of value through ordinary use.
Timber rot, delamination, osmosis, deterioration, vermin or marine growth.	Partial sinking of your vessel due to timber rot.
Rusting or other forms of corrosion or electrolysis.	Sinking due to rusted hull plates.
Lack of maintenance.	Motor stops working due to lack of maintenance.
Mechanical failure (including seizing or overheating of motors), structural, electrical or electronic failures caused by or resulting from gradual deterioration, corrosion, wear and tear or lack of maintenance or the use of incorrect fuel.	Motor stops working due to: <ul style="list-style-type: none"> • Lack of servicing • Inadequate maintenance • Using the wrong fuel

Theft

We won't cover	For example, but not limited to
Theft or damage by someone:	
Acting with your express or implied consent, unless required by law.	You ask someone to steal your vessel.
Theft by someone:	
You loaned your vessel to.	A prospective buyer stole your vessel after you gave them permission to test it.

Lost or damaged items

We won't cover	For example, but not limited to
Loss of or damage to:	
Outboard motors that aren't secured in a manner specified or recommended by the manufacturer.	Your outboard falls overboard because you didn't secure it as specified by the manufacturer.
Money, credit cards, watches, jewellery, cameras, pagers, consumable stores, compact discs, tablet computers (e.g. iPads), DVD, blue ray, audio or video tapes.	You're cruising and you drop your camera overboard.
Your vessel's dinghy or tender if it's capable of a speed exceeding twenty (20) knots unless we specifically agree to cover it.	Damage caused to your tender, which is capable of exceeding 20 knots, unless we've agreed to cover it. Your tender doesn't have to have been travelling over 20 knots at the time for this exclusion to apply.
Your PWC whilst in control of someone under 25 years of age.	You let someone under 25 use your PWC and they damage it.
Sporting equipment, fishing gear, diving equipment, tools and/or water ski equipment while in use.	Your fishing rod snaps whilst you're fishing off your vessel.

Sail damage

We won't cover	For example, but not limited to
Damage to:	
Sails and protective covers caused by the force of wind unless there's also been damage to the masts, spars or the vessel.	Your sails blow out due to heavy winds.
Sails, masts, spars, standing and running rigging while your vessel is racing, unless you bought the Racing (Comprehensive cover) optional benefit on (page 29).	You're racing your vessel and the mast breaks.

Moorings

We won't cover	For example, but not limited to
Loss of or damage to:	
Moorings.	We won't pay for storm damage to your moorings.

General

We won't cover	For example, but not limited to
Depreciation.	Loss of vessel value due to repairs required.
The cost of repairing or replacing any part of the vessel defective caused by fault or error in design or construction or faulty workmanship.	A fault in your vessel due to the poor design or construction of your vessel.
Financial or mental loss which occurs because you can't use your vessel.	Financial loss caused by your inability to use your vessel.
Any claim arising directly or indirectly from pollution or contamination by any substance.	Damage caused to your vessel due to an oil spill.
Any fine or penalty.	A fine for exceeding the speed limit issued by the applicable Maritime Authority.

Legal liability exclusions

These exclusions apply to claims made under the 'Legal liability - Comprehensive and Third party only cover' cover.

What we won't cover	For example, but not limited to
Actions brought against you in a court or tribunal court outside Australia or a court or tribunal court applying laws other than those of a state or Territory of Australia.	A third party issues court proceedings in New Zealand for injury whilst on board your vessel within coastal waters of Australia.
Any claims arising from a fine and/or penalty.	You intentionally cause damage to another vessel following a collision where a fine was issued.
Any claims arising from aggravated, exemplary or punitive damages.	Punitive damages awarded against you.
Any claims caused by or arising from the transmission of a disease, illness or sickness while using your vessel.	One of your passengers contracts COVID-19 after being on your vessel.

Bodily injury

What we won't cover	For example, but not limited to
Legal liability:	
For bodily injury, or illness or death to another person who's covered (or should have been covered) by any compulsory compensation insurance.	We won't pay a claim if the injury, illness or death is covered by statutory workers compensation insurance, or any statutory CTP insurance applies.
For bodily injury or death to another person or property damage as a result of a person under 25 years of age in control of your PWC.	A 24 year old in control of your PWC when it collides with another vessel.
For loss or damage to any property owned by you or in your custody or control or the property of any other person insured by this Policy.	You damage your car while launching your vessel.
For bodily injury or death caused by scuba diving.	One of your passengers is injured whilst scuba diving.
For bodily injury or death or property damage intentionally caused by a person insured on this Policy.	You intentionally injure a person whilst water skiing.
For 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.	A third party vehicle is damaged by your trailer after breaking away from your vehicle.

What we won't cover	For example, but not limited to
Legal liability arising out of or in connection with:	
The towing of persons or objects in the air including parasailing.	Injury caused to a person whilst parasailing.
Any trades person or company engaged by you for the repair, service or maintenance of your vessel.	A mechanic's injured whilst servicing your vessel.

Water skiing

What we won't cover	For example, but not limited to:
We won't cover any claim arising from:	
Water skiing and/or aqua-planers. This exclusion won't apply if you've bought the water skiers and/or aqua-planers extension.	A third party is injured whilst water skiing with your vessel and this extension is not noted on your Policy.

Pollution liability

What we won't cover	For example, but not limited to
Pollution liability:	
Any claim arising from death, bodily injury or illness.	A passenger suffers a respiratory illness after a diesel spill from your vessel.
Any claim arising from contractual or assumed liability.	You accept terms from a marina owner for the berthing of your vessel and you accept all liability arising from pollution.
Any claims arising from loss of use or consequential loss.	Third party vessel unable to operate due to a pollution incident.
Any claim arising from fuel or lubricants not used in connection with the operation of your vessel at the time of the loss.	Transporting fuel for commercial purposes.
Any claim arising from the 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 the removal or liability for discharge, spillage, emission or leakage.	Carrying illegal quantities of fuel on board your vessel leading to a pollution incident.
Any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered elsewhere in this Policy.	Gradual leakage of pollutants from your vessel.

General exclusions

These general exclusions apply to all sections of this Policy.

What we won't cover	For example, but not limited to:
We won't cover you or any person you allow to control your vessel under any section of this Policy when your vessel is:	
While your vessel is more than 200 nautical miles of the Australian coastline.	Cruising coastal waters of New Zealand.
Being towed on a trailer and the driver permitted by you isn't licenced to drive. However, we'll cover you if you weren't in the vehicle at the time and can clearly demonstrate you had no reason to suspect the driver wasn't licenced.	You knowingly allow an unlicensed driver to tow your vessel.
Being transported on a trailer unless your vessel is designed and built for that purpose.	Towing your vessel on a trailer when it's not designed to do so.
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.	You arrange for your vessel to be transferred interstate by a commercial carrier without our knowledge.
Being used for permanent living accommodation.	You live on your vessel permanently.
Undergoing major hull repair or alteration (e.g. extending the length of the vessel, 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.	You arrange for your vessel to be extended by three metres and don't tell us.

Good order and seaworthiness

What we won't cover	For example, but not limited to:
We won't cover any claim arising from:	
<p>A failure to keep the vessel in good order or in a proper state of seaworthiness, this includes the mooring for your vessel or any vessel covered by this Policy not being:</p> <ul style="list-style-type: none"> • Of a suitable design and weighting for the vessel • Appropriately sited • In good order and regularly maintained. The definition of mooring on page 18 sets out the minimum standards for maintaining your mooring. <p>Furthermore, we won't cover you for any claims where statutory requirements exist in the state you live relating to the suitability of the mooring, and you're not compliant with these regulations.</p>	<p>You don't adequately maintain your vessel to a seaworthy standard including your mooring in accordance with the minimum safety equipment and safety standards as required under the relevant Maritime regulatory standards applicable to your vessel.</p>

Operating your vessel

What we won't cover	For example, but not limited to:
We won't cover you, or any person you allow to control your vessel, under any section of this Policy when your vessel was being operated:	
<ul style="list-style-type: none"> • At a speed greater than 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. 	<p>Your vessel is being operated with a 150 horsepower outboard motor when the manufacturer recommends a 110 horsepower motor.</p>
<ul style="list-style-type: none"> • While under the influence of alcohol or of any drugs in your/their breath or blood in excess of the percentage permitted by law • Where you or they refused to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in the place where the loss, damage or liability occurred. 	<p>You knowingly allow someone under the influence of alcohol to control your vessel.</p>

What we won't cover	For example, but not limited to:
However, we'll cover you if you weren't on board the vessel at the time and can clearly demonstrate you had no reason to suspect the person in control would be under the influence of alcohol and any drug or had a percentage in excess of legal limits.	
<p>By someone not licenced under the applicable law. But we'll cover you if the person:</p> <ul style="list-style-type: none"> • Wasn't named as one of the insured in the schedule • You can clearly demonstrate you had no reason to suspect that person was unlicenced. 	You knowingly allow someone to control your vessel who's unlicenced.

Using your vessel

What we won't cover	For example, but not limited to:
We won't cover you, or any person you allow to control your vessel, under any section of this Policy when your vessel was being used:	
In racing, speed tests or trials, unless you pay an additional premium and we agree to provide the Racing (Comprehensive or Third party only cover) optional benefit.	You use your vessel in a power vessel or yacht race.
For an unlawful purpose.	You transport illegal substances in your vessel.
For hire or charter, or for payment or reward at the time of the accident or loss unless we agree to cover this and specify it in your Policy Schedule.	You charter out your vessel for payment.

War, radioactivity and cyber

What we won't cover	For example, but not limited to:
<p>In no case will this Policy cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or arising from:</p> <ul style="list-style-type: none"> • Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste • 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 • 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 doesn't 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 • The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system 	<p>You're carrying a radioactive substance or nuclear device on your vessel.</p>

What we won't cover	For example, but not limited to:
<p>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.</p>	

Sanctions limitation and exclusion clause

What we won't cover
<p>We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.</p>

Laws impacting cover

What we won't cover
<p>We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.</p>

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

To help us process your claim, you must provide us with all reasonable assistance, including:

- Providing us with information and documents, such as proof of purchase, registration papers or repair quotes.
- Providing us with information and documents, such as proof of purchase, registration papers or repair quotes
- Telling us promptly if you've been contacted by someone about your vessel or claim
- Attending one or more interviews about the claim if we ask you to
- Making your vessel available for us to inspect or examine
- Taking your vessel, or allowing us to take it, to a place we require
- Responding to our requests in a timely manner

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

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, for example:

- You continue to use your vessel after it has been damaged
- Not securing your vessel after it has broken down, been damaged or you've been notified it has been found after it was stolen

There is also no cover if:

- You've given someone else permission to use your vessel and then they steal it
 - You or anyone using your vessel admits fault or liability for an incident, unless we would have provided cover under your Policy anyway
 - 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
- There is no cover if, at the time of the incident, your vessel:
 - Did not meet registration requirements in your state or territory; or
 - Lacked repair or maintenance, or
 - Was not seaworthy or was in an illegal condition, unless we agree that its condition did not cause or contribute to the incident.

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:

- When your vessel is replaced
- A change in the ownership of your vessel
- A change in the condition or use of your vessel, including, for example:
 - a change of location of mooring,
 - a change of type of mooring,
 - a change of the use of the vessel,
- Other navigators using your vessel
- Modifying your vessel
- Any other change to the details listed in your Policy Schedule

If you don't tell us, we may reduce or refuse to pay a claim.

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.

If we agree to the change, we'll send you an updated Policy Schedule and let you know if your premium has changed. If you do not pay us the additional premium for the change, we may reduce your Policy's period of insurance in proportion to what you have paid, or not make the change. Alternatively, we may tell you we can no longer cover your vessel and that we need to cancel your Policy, or we may not offer to renew it.

Other party's interests

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 in relation to any claim they make.

Other interests

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

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.

We may cancel your Policy in any of the circumstances permitted by law (e.g. 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 non-refundable government fees, duties or charges.

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.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

Notices

Any notice we give you will be in writing and will be effective once it's delivered to you.

In the case of notices by email, we'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. In the case of notices by post, service of notices will be effective three business days after having been posted by us.

It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

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.

This section includes:

- 'Settling claims' - how we settle 'Comprehensive' claims
- 'Total loss' - what happens if we decide your vessel is a total loss
- 'Excesses' - what you pay us when you make a claim, and
- 'Claim conditions' - which are your responsibilities and our rights after you've made a claim.

What to do and what not to do after an incident

What to do after an incident
Prevent further loss or damage
Inform the Police if something was stolen or vandalised, or if you're required by law to do so and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.
Take details of other people involved in an incident or any witnesses to it
Call us as soon as reasonably possible (if your vessel has been sunk we need to be advised as soon as possible to enable a surveyor/salvage provider to be appointed)
Complete a claim form if we may reasonably require it
Provide information in support of your claim, including letters or notices given to you by another party
Pay your excess

What not to do after an incident
Admit guilt or fault except in a Court or to the Police
Offer or negotiate to pay a claim or make repairs
Admit liability
Dispose of damaged items unless we've said you can
Authorise repairs except for essential temporary repairs
Delay telling us about an incident as it may reduce the amount we pay for your claim
Give us false or misleading information

In the event of an incident that may give rise to a claim, you do not need our authority to remove your vessel safely if it is an emergency and you are unable to contact us to obtain authority (see emergency expenses on page 20).

Settling claims

If your claim is accepted, we'll either:

- Pay the reasonable cost of repairs
- Replace your vessel or the damaged item
- Pay the sum insured if your vessel is a total-loss. See page 54 for more information on how we settle total loss claims.

We'll only pay once for loss or damage from the same event covered by this Policy even if it's covered by more than one section of this Policy.

Our approval needed for repairs

Except for essential temporary repairs, you're not authorised to have your vessel repaired without our approval.

Depreciation

Depreciation of your vessel, motors, sails, masts, spars, standing and running rigging (as applicable)

We'll apply depreciation to your vessel, motors, sails, masts, spars, standing and/or running rigging before we pay a claim according to the range set out in the table below. We apply depreciation to each of these items individually. We'll decide on the final rate to apply to each item by:

- Establishing the actual cost of an equivalent item of similar age and condition, and
- Comparing that value to the age and condition of the item you're claiming for.

Age of item	Depreciation amount range
0 - 1 Years	0%
1 - 5 Years	10% -20%
5 - 10 Years	20% -30%
10 - 15 Years	30% -40%
15 Years +	50% - 80%

Depreciation of other items

We'll apply depreciation to

- General equipment and accessories:
 - Safety and life-saving equipment;
 - Sporting equipment;
 - Communication and navigation equipment;
 - Entertainment equipment;
 - Unregistered dinghy or tender;
 - General contents;

- Artwork & antiques;
- Other miscellaneous equipment and accessories;
- Personal effects.

before we pay a claim according to the range set out in the table below. The nominated depreciation rate will apply to each year of age up to a maximum of 80% of the original purchase price of that item.

Item	Depreciation amount range
Any unregistered tender used with the vessel, anchors, oars or paddles, detachable canopies, vessel and motor covers, bilge pumps, life-saving equipment including life jackets and unfixed spare parts.	10%
Fishing equipment (including rods, reels, tackle and other similar equipment), diving equipment (including regulators, tanks and buoyancy compensation devices), and/or water ski equipment use for recreational purposes and owned by you.	10%
Cushions, bedding, manchester and flags, unfixed furniture, tables and chairs appliances used for cooking, drinking and eating portable refrigerators, freezer and ice boxes (excluding food and alcohol) portable barbeques and gas bottles	10%
Clothing, binoculars, footwear, prescription glasses, sunglasses, costume jewellery, waterproof gear, bags, eskies, wine coolers, wallets or purses excluding cash and credit cards, hats or caps and keys or pens	15%
Miscellaneous equipment including tools permanently kept on the vessel for your personal use	15%
Personal and or laptop computers, communication or photographic equipment, home entertainment equipment including TV(s) and DVD player(s), electronic equipment, ipods, portable radio, mp3 players and compact disc players, mobile phones, CDs and DVDs, auto pilot, depth sounders, global positioning systems, ePIRB (Emergency Position Indicating Radio Beacon) and two way radios.	20%
Toiletries including skin care, makeup, perfume, medication.	50%

Cover for replaced items

If we've replaced your vessel, motor or other item, we'll cover it under this Policy:

- From the time you bought it
- Up to the same value as your agreed sum insured,

if you:

- Give us written details of it within 14 days of buying it
- Pay us any additional premium and government charges we ask for.

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

Financiers

If a financier has a security interest on your vessel, we'll:

- Pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement and
- Pay you any remaining balance of the sum insured.

No claim bonus

You may qualify for No claim bonus when you have a good claims history. The No claim bonus is a discount we apply to the premium we calculate before optional extras, government charges, adjustments if you choose any voluntary excess and loyalty discounts.

How do we determine your No Claim Bonus when you buy a new Policy?

When you buy a new Policy we ask you to tell us what No claim bonus you had before you insured with us. The No claim bonus levels we have are:

No Claim bonus levels	Discount
Rating 1, 4 years claim free	Up to 25%
Rating 2, 3 years claim free	Up to 20%
Rating 3, 2 years claim free	Up to 15%
Rating 4, 1 year claim free	Up to 10%
0 years claim free	0%

What happens to your No Claim Bonus when you renew your Policy?

If you don't make any claims on your Policy during the preceding period of insurance, we reward you with a no claim bonus. Your no claim bonus discount increases each year you don't claim until you reach our highest No claim bonus discount of up to 25%. It's also reviewed when you renew your Policy, based on any claims you've made during the period of insurance. You can either:

- Receive a higher rating (up to our highest rating)
- Receive a lower rating
- Stay at the same rating.

Each year we re-calculate your premium. Your premium may still change due to underwriting and other factors.

How a claim affects your sum insured

If your vessel is a total loss and we've paid your claim, your cover for that vessel with us ends as we've fulfilled the terms and conditions of the Policy. If you have any other vessels insured under the Policy, the sum insured will remain the same for those vessels. If you don't have any other vessel insured, your Policy comes to an end because we've fulfilled the terms of the Policy.

If we've authorised repairs, your sum insured will remain the same as it was before the claim.

Total loss

If your claim is accepted and it is determined that your vessel is a total loss (not economical to repair) we'll pay you up to the total vessel value as shown in your Policy Schedule and take ownership of the salvage. We'll only pay to the sum insured set out on your Policy Schedule for the following:

- Hull
- Engine(s), including fuel tanks (unless they form part of the hull)
- Equipment and accessories
- Sails, masts, spars, standing and running rigging
- Trailer.

If a sum insured isn't specified on your Policy Schedule for any of the items above, then the maximum we'll pay is the current market value of that item, but not more than 20% of the total vessel value for each individual item. The amount we pay for all items which aren't specified will be reduced in proportion so that the total amount paid by us does not exceed the total vessel value.

PWC claims

If your vessel is a PWC the most we'll pay is the market value at the time of loss.

Your premium after a total loss

If you've paid your Policy in full there's no refund of premium as we've fulfilled our contract to you.

If you pay your Policy in instalments, we'll deduct the amount of any unpaid instalment up until your Policy renewal date from any claim payment we make to you, or we will ask you to pay this amount before settling your claim.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy

If there are other vessels insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date to reflect the change in cover.

If you purchase another vessel or we provide a replacement vessel, new insurance cover is required. This may be a new policy, or it may mean adding the new vessel onto your existing Policy.

Excesses

An excess is an amount you have to pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

Excess type	When it's payable
A standard excess	This excess is the first amount you have to pay.
A racing excess	This excess applies if you claim under the Racing (Comprehensive cover) optional benefit based on the value of your vessel.
A equipment and accessories excess	This excess applies if you claim for loss or damage to your equipment and accessories.
An imposed excess	This is an excess we may require in order to cover your vessel. If an imposed excess applies, it will be shown on the Policy Schedule for that vessel.
A personal effects excess	This excess applies if you claim for loss or damage to your personal effects. The excess is \$100 for each and every claim.
A storage excess	This excess applies if you claim for loss, damage or theft while your vessel is kept at the following locations: <ul style="list-style-type: none"> • Nature Strip; • On the Street; • Open Air/Common Area.
A swing mooring excess	This excess applies when you make a claim for loss and damage while your vessel is moored on a swing mooring at the time of the incident.
A submersion excess	This excess applies if your vessel (that is not specifically designed to be moored) suffers loss or damage caused by sinking or being swamped or immersed.
A theft excess	This is an excess we may require you to pay if you make a claim for the theft of your vessel. If a theft excess applies, it will be shown on the Policy Schedule for that vessel.
A voluntary excess	This is an excess you've elected to pay for any claim in order to reduce your premium.

When you won't have to pay an excess

You won't have to pay any excess if your claim is for:

- The 'Total loss' (actual or constructive) of your vessel
- The death or bodily injury under the personal accident cover on 'Comprehensive cover - standard benefits'
- Land towing costs or vessel inspection costs
- A claim under the 'Legal liability - Comprehensive and Third party only cover' cover.

Claim conditions

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware 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 issued to you or 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).

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.

Providing evidence and information

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

- evidence 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).
- the current registration papers for your vessel;
- copy of the current vessel Licence details (front and rear) for the person in control of the vessel;
- service records from a vessel repairer or mechanic showing details of your vessel;
- records of your vessel from the marina or place of storage;
- valuations that substantiate the value of your vessel;
- current photographs of your vessel including interior and exterior views.

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Claim payments and GST

We pay claims inclusive of GST unless the owner of the vessel is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.



**For enquiries, claims and customer service
call 133 723 or visit qbe.com.au**

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