

# Third Party Protection & Indemnity Only Insurance Policy



## About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

## Our agreement with you

This Certificate Terms and Conditions and the Certificate Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Certificate, during the period of insurance shown on your Certificate Schedule or any renewal period. Please keep them in a safe place for future reference.

The exclusions in the section(s) headed "When you are not covered" and conditions in the section headed "General conditions" apply to all types of cover.

The excesses set out in the section headed "What you must pay if you make a claim – Excess" apply to all claims except where otherwise stated. The amount of any excess that applies to your Certificate will be shown on your Certificate Schedule.

If you require further information about this product, please contact your Financial Services Provider.

## About Trident

Trident Insurance Group Pty Ltd ABN 94 247 973307, AFS Licence No. 237360 was formed in 1994 as an insurance services provider based in Western Australia. Since then its activities have expanded to include an Underwriting Agency service Australia wide.

Trident has entered into an arrangement with Lloyd's of London enabling Trident to develop financial products and services that are distributed to Trident's customers.

This arrangement enables Trident to assess risks to be insured and issue insurance policies and handle claims on behalf of Lloyd's of London.

## Insurer

The Certificate is underwritten by Certain Underwriting Members of Lloyd's London England. Trident Insurance Group Pty Ltd ABN 94 247 973 307, AFS Licence No. 237360 is acting under a binding authority given to it by the Insurer. In arranging and effecting this Certificate, Trident Insurance Group Pty Ltd will be acting under authority given to them by the Insurer. They will be acting as agent of the Insurer, not as your agent.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

The PDS is issued by Trident Insurance Group Pty Ltd on behalf of the Insurer.

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## Significant benefits and features

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

Description of cover provided	Additional extras you can obtain on request
<p>Third Party Liability</p> <ul style="list-style-type: none"> <li>Accidental death or bodily injury to a person other than you</li> <li>Accidental damage to other people's property</li> <li>Berth Holders Liability</li> <li>Property damage caused by or arising from sudden and accidental discharge caused by the use of your boat.</li> </ul> <p>You can select the level of cover you require \$5,000,000, \$10,000,000 or \$20,000,000.</p>	<p>You can apply for our optional water skiing and/or aquaplaning extension to cover:</p> <ul style="list-style-type: none"> <li>liability for you and the water skier (includes aquaplaning, barefoot skiing).</li> </ul> <p>An additional cost will apply.</p>

## Overdue premium

You must pay your premium on time otherwise your Certificate may not operate.

If you have not paid by the due date or your payment is dishonoured, this Certificate will not operate and there will be no cover.

For more detailed information regarding payment options refer to the Section headed 'How you can pay your premium' (on page 12) in the Certificate Terms and Conditions.

### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Certificate conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this insurance Certificate

The total premium is the amount we charge you for this insurance Certificate. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Certificate Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- make, model and type of boat
- construction
- maximum speed (powered craft)
- cruising navigational limits
- previous loss or claims history.

Premium payments are made annually. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

## Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a Certificate is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Certificate, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Certificate or not.

### New business

Where you are entering into this Certificate for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

#### Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Certificate.

#### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Certificate. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Certificate as never having worked.

### Renewals, variations, extensions and reinstatements

Once your Certificate is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Certificate, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Certificate, and if so, on what terms.

#### You do not have to tell us about any matter

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

#### If you do not tell us

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Certificate. If your non-disclosure is fraudulent we may treat this Certificate as never having worked.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. We have developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Certificate, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your Certificate and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact Trident Insurance Group Pty. Ltd.

## The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## How to make a claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You would like to make a complaint or access our internal dispute resolution service please contact Our nearest office and ask to speak to a dispute resolution specialist.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to Trident.

## Taxation implications

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

## Cancelling your Certificate

### How you may cancel this Certificate

- You may cancel this Certificate at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Certificate when a written agreement to cancel the Certificate is received from all persons named as the insured.

### How we may cancel this Certificate

- We may cancel this Certificate in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

## The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Certificate commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Providing proof

So that your claim can be assessed quickly you should keep the following:

- Any correspondence and notice of claims against you that you may receive

We may ask you for these if you make a claim.

## Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Certificate Schedule.

## How you can pay your premium

You can pay your premium in one payment by cash, cheque, credit card or bank transfer.

### Paying your premium

You must pay your premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Certificate will not operate and there will be no cover.

## How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Certificate includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Certificate) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Words with special meanings

Some key words and terms used in this Certificate have a special meaning.

Word or Term	Meaning
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Boat	the boat described in the current Certificate Schedule. Your boat is comprised of: <ul style="list-style-type: none"><li>• the hull</li><li>• its motor(s), including fuel tanks (unless they form part of the hull)</li><li>• equipment and accessories</li><li>• its sails, masts, spars, standing and running rigging</li><li>• its trailer.</li></ul>
Damage	any form of physical harm to a third parties property but does not include wear and tear or anything that was present before this Certificate came into force.
Excess	an excess is the amount of any claim which must be paid by you. If an excess is applicable to any Sections of your Certificate the amount will be shown either on your Certificate Schedule or within this Certificate booklet.  This amount shall be deducted from the amount payable on each claim.
Family	includes your spouse or partner, the children, parents or other relatives of you or your spouse or partner who live permanently with you.
Legal liability	your legal responsibility arising out of the use of the boat to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.  Note: Refer to the Sections 'What you are not covered for – Liability' and 'When you are not covered'.

Word or Term	Meaning
Omission	a failure to act and includes a failure to do or say something.
Period of insurance	the period for which the cover under your Certificate is in force. You will find this period of insurance set out in your Certificate Schedule.
Permanent total disablement	means you have been unable to carry out any occupation for which you are fitted by reason of your education, training or experience 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.
Certificate Schedule	the most recent document we give you. We give you a Certificate Schedule when you: <ul style="list-style-type: none"> <li>• first buy the Certificate from us,</li> <li>• change any part of the Certificate or any personal details relevant to it, or</li> <li>• renew the Certificate with us.</li> </ul>
Premium	the amount you pay for the insurance provided by this Certificate, including any taxes and other government charges. (This is different from the excess that you pay when making a claim).
Temporary total disablement	means you are unable to carry out all the normal duties of your occupation solely and directly as a result of the injury.
Tender	an auxiliary boat (or dinghy) (capable of being and usually carried on deck or on davits on your boat or which is towed behind your boat) and the outboard motor normally attached, that is used as a lifeboat or means of transportation between your boat and the shore, or for both purposes. A tender must be marked with the registration number of your boat and not registered in its own right.
Trailer	the trailer described in the Certificate Schedule and its winch, including power winch.
Water skiing and/or aquaplaning	travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your boat.  Note: Refer to the Sections 'What you are not covered for – Liability' and 'When this water skiing and/or aquaplaning extension does not cover you'.
We, our, us	Certain Underwriters at Lloyd's.
You, your	any of the person or persons named as the insured in your Certificate Schedule including any person allowed by you to control your boat. If more than one person is named as the insured in the Certificate Schedule, we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

## Legal liability cover

### What you are covered for – Legal liability

#### 1. Operating your own boat

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

- accidental death or bodily injury to a person other than you
- accidental death or bodily injury to you when another person allowed by you is in control of your boat
- accidental damage to other people's property caused by ownership or use of your boat.

#### 2. Operating a substitute boat

We will cover you against legal liability for:

- accidental death or bodily injury to a person other than you
- accidental damage to other people's property caused by the use of the substitute boat provided that:
  - you have permission from its owner, and
  - your boat is not being used at the time, and
  - you or any member of your family do not own or have an interest in the substitute boat.

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

#### 3. Sudden and Accidental Discharge, Release or Escape of Fuel or Lubricants

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

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

This extension of cover excludes:

- death, bodily injury or illness
- contractual or assumed liability
- any loss of use or consequential loss
- fuel or lubricants not being used in connection with the operation of your boat at the time of the loss
- breach of any Federal, State or Local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage emission or leakage.

We will pay no more than \$500,000 for any one accident or series of accidents caused by the one event including legal expenses for this cover.

#### 4. Berth Holders liability

We will cover you for any legal liabilities imposed upon you by the Terms and Conditions of a lease or agreement for the provision of a berth or mooring or storage facility for your boat.

### What you are not covered for – Legal liability

#### Operating your own or a substitute boat

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

- 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 Certificate

- bodily injury to, or the illness or death of a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance
- death or bodily injury caused by the activity of scuba diving
- death or bodily injury or property damage intentionally caused by a person covered by this Certificate
- 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
- the towing of persons or objects in the air, including parasailing
- water skiing and/or aquaplaning unless you have chosen the optional water skiing and/or aquaplaning extension and it is shown in your Certificate Schedule
- any tradesperson or company engaged by you for the repair, service or maintenance of your boat
- any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered elsewhere in the Certificate
- actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a State or Territory of Australia
- any fine or penalty
- aggravated, exemplary or punitive damages.

#### **How much we pay – Legal liability**

We will pay the costs of:

- compensation, and
- legal fees and expenses

that you are liable for.

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

#### **Limit on what we will pay – Legal liability**

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

## **Liability option you can choose for additional premium**

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

### **Optional water skiing and/or aquaplaning extension**

#### **What you are additionally covered for**

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

- accidental death or bodily injury to a water skier or aqua planer (including you) towed by your boat
- accidental death or bodily injury to any person caused by a water skier or aqua planer being towed by your boat, or
- accidental damage to another person's property caused by a water skier or aqua planer being towed by your boat.

We will also cover a water skier or aqua planer towed by your boat against the water skier's or aqua planer's legal liability to others for accidental:

- death or bodily injury to a person, or
- damage to property other than your boat

caused by the water skier or aqua planer while being towed by your boat.

#### **When this water skiing and/or aquaplaning extension does not cover you**

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

- water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident
- water skiing or aquaplaning when an aerial device or ski ramp is being used
- water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed
- competition water skiing
- towing or using air chairs
- towing of any person by personal watercraft that breaches waterways regulations
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).

The Sections of the Certificate called

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

also apply to this extension.

## **What you must pay if you make a claim – Excess**

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

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

### **When you will NOT have to pay an excess**

You will NOT have to pay an excess for claims:

- for total and/or constructive total loss of your boat;
- arising out of death or bodily injury under the Liability cover

## **When you are not covered**

General exclusions applying to all sections of this Certificate

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

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

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

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

## Additional exclusions applying to all sections of this Certificate

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

1. your boat is outside the cruising limits described in your Certificate Schedule.
2. your boat was being operated:
  - 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.
3. your boat was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred.

But we will cover you if you were not on board the 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 any drug or had a percentage of alcohol or drugs in excess of legal limits.

4. your boat was under the control of a person not licensed under the applicable law:

But we will cover you if the person:

- was not named as one of the insured in your Certificate Schedule, and
- you can clearly demonstrate you had no reason to suspect that person was unlicensed.

5. your boat was being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension.
6. your boat was being used for an unlawful purpose.
7. your boat was being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and specify the cover in your Certificate Schedule
8. your boat was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law.

But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed.

9. your boat is being transported on a trailer, unless the boat is designed and built for that purpose.
10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you.
11. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (e.g. Waterways Authority Regulations) including the mooring for your boat or any boat covered by this Certificate not being:
  - of a suitable design and weighting for the boat;
  - appropriately sited; and
  - in good order and regularly maintained on an annual basis.

12. your boat is undergoing major hull repair or alteration (e.g. extending the length of the boat, 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.

## General conditions

The following General conditions apply to all Sections of this Certificate.

### Changing your Certificate

If you want to make a change to this Certificate, the change becomes effective when:

- we agree to it, and
- we give you a new Certificate Schedule detailing the change.

### Other interests

You must not transfer any interests in this Certificate without our written consent.

Any person whose interests you have told us about and we have noted on your Certificate Schedule is bound by the terms of this Certificate.

### Keeping us informed

You must tell us as soon as possible:

- if there is any significant change in the condition or use of your boat which may affect our decision to insure it
- if any event happens that could mean you will make a claim and/or a claim may be made against you by another person, you must tell us within 30 days of the event happening.

If you do not keep us informed we may do the following:

- refuse to pay your claim, or
- reduce the amount we pay you for your claim under your Certificate, or
- cancel your Certificate.



## If more than one person is insured by this Certificate

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

## Your duty to co-operate

In the event of a claim, any benefits that this Certificate gives you depend on you giving us full details of your loss and any help that we require,

including further written statements and documents we consider relevant. We may also require you to attend Court to give evidence.

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

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

## Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

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

## If you sell or give away your boat

If you sell or otherwise give away your boat or part-ownership in a boat and do not tell us:

- the cover under this Certificate ceases immediately without any notice to you from the time of sale or you otherwise give away your boat.

When you tell us that you no longer own the boat, we will:

- refund to you what is left of the premium you paid by deducting an amount which covers the period for which you have been insured with us.

If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, you do not have to tell us.

## Law & Practice

Any dispute arising from this Certificate will be determined by the courts, and in accordance with the laws of the State or Territory of Australia where your boat is normally based or located.

If the boat is normally based or located outside the territorial waters of Australia then this insurance is subject to the exclusive jurisdiction of the Courts of England and Wales.

## Other insurance policies

If at the time of an accident another Certificate 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 sum insured shown in your Certificate Schedule.

## Claims

### What you must do

For us to consider your claim, you must:

- promptly take all reasonable and responsible precautions to prevent any further loss or damage to your boat including electrical equipment and components which have been submerged. In the case of a motor this means, the flushing out, oiling and drying out of the motor and all other electrical equipment and components
- make a report to the Police if there is injury, malicious damage and theft or attempted theft of your boat
- contact us and tell us details of what has happened
- complete our claim form and any other form we ask you to complete, and take it or mail it to our Claims Department at any of our offices.

### What you must NOT do

You must not authorise repairs to your boat without our consent.

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

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

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

### When we may refuse a claim

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

- you do not do what your duty to disclose facts (Duty of Disclosure) requires you to do
- in the application or when making a claim, you:
  - are not truthful
  - have not given us or refuse to give full and complete details, or
  - have not told us something when you should have.
- you do not at all times take reasonable care to:
  - prevent theft of the boat, outboard motor(s) or the equipment and accessories
  - protect your boat against any initial or further loss or damage
  - keep your boat in good condition
  - prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
  - obey any statutory requirements that safeguard people or their property.
- you do not give us the documents and information we may need to help us decide on any amount that we may pay you
- you do any of the following without our knowledge and consent:
  - make or accept any offer or payment, or in any other way admit you are liable
  - settle or attempt to settle any claim, or
  - defend any claim.

- you do not as soon as possible make a report to the Police about:
  - any injury, or
  - any malicious damage to your boat, or
  - any 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.

**What we do**

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

**What can affect a claim**

We will reduce the amount of a claim by the excess shown in the Certificate Terms and Conditions or on the Certificate Schedule.

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

We pay only once for loss or damage from the same event covered by this Certificate even if it is covered under more than one Section of the Certificate.

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

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

The insurance by this policy is further subject to the following clauses.

**10/11/2003**

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion or nuclear fuel.

The radioactive, toxic, explosives or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used from commercial, agricultural, medical, scientific or other similar peaceful purposes.  
Any chemical, biological, bio-chemical, or electromagnetic weapon.

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**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

1.1 Subject only to **clause 1.2** below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this **clause** is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, **Clause 1.1** shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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**LSW 1001 - SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason