



 TRIDENT MARINE INSURANCE

# THIRD PARTY LIABILITY INSURANCE

Third Party Liability Insurance  
Policy Wording  
TM-TPO-1910

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## About this document

This Policy document contains a Product Disclosure Statement (PDS) and Policy Terms and Conditions. The PDS is designed to assist You to make informed choices about Your insurance needs. In this Policy Document You will find information about costs of the product, Our dispute resolution process, Your cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this document carefully to ensure You understand the terms and conditions of this product.

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 was prepared on the 1<sup>st</sup> November 2019 and is issued by Trident Insurance Group Pty Ltd on behalf of the Insurer.

## Our agreement with you

The PDS, Policy Terms and Conditions and the Policy Schedule form the legal contract between You and Us being the Policy. You pay Us the Premium, and We provide You with the cover You have chosen as set out in the Policy, during the Period of insurance shown on Your Policy Schedule or any subsequent 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 Policy will be shown on Your Policy Schedule.

If You require further information about this product, please contact Us or Your Financial Services Provider.

## About Trident

Trident Insurance Group Pty Ltd (Trident) ABN 94 247 973 307, 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 are authorised to provide general financial products, advice and deal in general insurance products.

Trident has entered into a binding authority agreement with HDI Global Specialty SE – Australia (Insurer). This agreement enables Trident to enter into, vary or cancel insurance products and handle and settle claims on behalf of HDI Global Specialty SE – Australia. When providing these services, Trident acts on behalf of the Insurer and does not act on Your behalf.

## Insurer

The Insurer of the Policy is HDI Global Specialty SE – Australia (HDI Global Specialty) (ABN 58 129 395 544, AFS License number 458776) and its registered address is Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000, Australia. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”).

HDI Global Specialty SE is registered in Germany, with its registered office at Roderbruchstrasse 26, 30655 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

## Significant benefits and features

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

Description of cover provided	Extra Covers You can obtain upon request
<p><b>THIRD PARTY LEGAL LIABILITY</b></p> <ul style="list-style-type: none"> <li>• Accidental death or bodily injury to a person other than you</li> <li>• Accidental Damage to Third Party 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 Vessel</li> </ul> <p>that You are found to be legally liable for arising directly out of the use of Your Vessel noted on Your Policy Schedule.</p> <p>You can select the level of cover You require \$10,000,000 or \$20,000,000.</p>	<p><b>Water skiing and / or aquaplaning – main Vessel</b> Legal liability for You and the water skier in the event of water skiing, aquaplaning, barefoot skiing. The limit of liability for this section will be specified on Your Policy Schedule if cover is granted.</p> <p><b>Yacht Racing risk extension</b> Your Legal liability whilst participating in yacht races within the geographical limits / race length as specified on Your Policy Schedule.</p> <p>Extra Covers may be included in Your policy providing You have advised Us beforehand and We have agreed to extend the cover in writing (We may require a variation to Your standard Excess and an additional Premium)</p> <p>Additional costs may apply and acceptance of these Extra Covers are at Our discretion.</p>

### The amount of any claim may be reduced

The amount of any claim made under the Policy may be reduced where an Excess applies. Any applicable Excess will be shown in Your Policy Schedule, or in the Policy booklet.

### The product may not match Your expectations

This product may not match Your expectations (for example, because an exclusion applies). You should read the PDS and the Policy Terms and Conditions carefully. Please ask Us or Your Financial Services Provider if You are unsure about any aspect of this product.

### A claim may be refused

We may refuse to pay or reduce the amount We pay in respect of a claim if You do not comply with the Policy conditions, if You do not comply with Your Duty of Disclosure, or if You make a fraudulent claim.

### The cost of this Policy

The total Premium is the amount We charge You for this Policy. It includes the amount which We have calculated will cover the risk, and any taxes and government charges that apply. The Premium and any taxes and government charges will be shown on Your Policy 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. Factors that have a significant impact on the calculation of Your Premium include, but are not limited to:

- Make, model and type of Vessel
- Size of the Vessel
- Maximum speed

- Cruising range
- Vessel location and storage
- Skipper experience
- Previous loss history

## 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 policy 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 Policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### **New business**

Where You are entering into this Policy 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. You have this duty until We agree to insure You.

#### **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 Policy.

#### **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 Policy. If Your non-disclosure is fraudulent Our , We may refuse to pay a claim and treat the Policy as if it never existed..

### **Renewals, variations, extensions and reinstatements**

Once Your Policy 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 Policy, 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 Policy, and if so, on what terms. You have this duty until We agree to renew Your Policy.

#### **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 Policy. If Your non-disclosure is fraudulent We may treat this Policy as never having existed.

## Privacy

For the purposes of this Privacy Statement “We”, “Us” or “Our” includes HDI Global Specialty and Trident, unless specified otherwise.

HDI Global Specialty and Trident are bound by the *Privacy Act 1988* (Cth) which includes the Australian Privacy Principles (APPs), when collecting and handling Your personal information including health information.

We will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You.

We may need to disclose personal information to other entities within Our group, reinsurers (who may be located overseas, mainly in the United Kingdom and European Union), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and products, or the purpose of recovery or litigation. If We disclose information to someone overseas, We will ensure that they are subject to laws with equivalent protection as the *Privacy Act 1988* (Cth) or that they agree to hold and deal with Your personal information in a manner that affords You similar protection.

We may disclose personal information to people listed as co-insured on Your Policy and to Family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose.

By providing Your personal information to Us, You consent to Us making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. Without Your personal information We may not be able to issue insurance 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 Policies or to access or correct Your personal information, please contact the Insurer at:

HDI Global Specialty SE – Australia  
Tower 1 Level 33  
100 Barangaroo Avenue  
Sydney, NSW 2000

Or contact Trident at:

The Compliance Manager  
Trident Insurance Group Pty. Ltd ACN 066 347 224.  
PO Box 191, Mt. Hawthorn. WA 6915  
Tel: 08 9202 8000.

If You believe that We have interfered with Your privacy in Our handling of Your personal information You may lodge a complaint by contacting **Us**. **We** will attempt to resolve Your complaint in accordance with Our Privacy Complaints Handling Procedure.

If You would like more information about Our Privacy Complaints Procedure please contact **Us**.

HDI Global Specialty's Privacy Policy is set out on their website at [www.hdi-specialty.com](http://www.hdi-specialty.com)

Trident's Privacy Policy is set out on their website at <https://tridentmarine.com.au/information/privacy-notice/>

### **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.

## 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.

### Stage 1

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 Trident Insurance Group Pty. Ltd and ask to speak to a dispute resolution specialist.

Trident as Agent for HDI Global Specialty aims to resolve the complaint immediately at the time of initial contact. If this is not possible Trident will commit to responding to Your complaint within fifteen (15) working days of first being notified of the complaint.

To enable Trident to consider Your complaint fully and quickly, You will need to provide the following information:

- An explanation of the situation that led to the complaint;
- Any new information not currently in Trident's possession that may have a bearing on their understanding of the complaint; and
- A statement of any action that You would like Trident to take to resolve the complaint

Upon final consideration of Your complaint, Trident will inform You of the proposed resolution and the timeframe they will take to implement such a resolution.

### Stage 2

If You are not satisfied with Trident's response to Your complaint, You may escalate it as a dispute and HDI Global Specialty Internal Disputes Resolution Committee will review the matter. The Committee will be independent of the person who initially considered Your complaint.

HDI Global Specialty SE requests that You state the dispute in writing to:

#### **Internal Dispute Resolution Committee**

**HDI Global Specialty SE Australia**

**GPO Box 3973**

**NSW 2001**

**Email: [ComplaintsAustralianBranch@hdi-specialty.com](mailto:ComplaintsAustralianBranch@hdi-specialty.com)**

The Disputes Resolution Committee will undertake to respond to Your queries or complaints within fifteen (15) working days.

The response will outline any reason for the decision and will inform You of any action HDI Global Specialty SE intends to take in resolution of the dispute.

### Stage 3:

If You are not satisfied with the HDI Global Specialty response, You can seek an external review via the Australian Financial Complaints Authority (AFCA), an ASIC approved external dispute resolution body.

This national body is for consumers and resolves certain insurance disputes between consumers and insurers at no cost to You.



The Australian Financial Complaints Authority contact details are:

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

HDI Global Specialty is bound by the independent review and determination of the AFCA.

## Cancelling Your Policy

### How You may cancel this Policy

- You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Us or Your Financial Services Provider.
- Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured.

### How We may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing You in writing in accordance with the Insurance Contracts Act 1984 (Cth).
- We will give You this notice in person or send it to Your address last known to Us.

### The Premium

Where the Policy is cancelled We will refund to You the proportion of the Premium for the remaining Period of insurance. If We have paid a claim for total loss no refund Premium will be given.

## 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 Us or Your Financial Services Provider electronically or in writing within 21 days from the date the Policy 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.

## Other party's interests

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered under this Policy. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

## How You can pay Your Premium

You can pay Your Premium;

1. in one payment by cheque, credit / debit card or bank transfer
2. by monthly instalments if this option is offered

### Paying Your Premium

You must pay / arrange to pay Your Premium by the due date. If We do not receive Your Premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

### Overdue Premium

You must pay Your Premium on time otherwise Your Policy may not operate.

If You have not paid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

### Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, Damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, Damage or liability.

### How Goods and Services Tax (GST) affects any payments We make

The amount of Premium payable by You for this Policy 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:

- a) not registered for GST, the amount We pay is the Sum Insured or the other limits of insurance cover including GST;
- b) registered for GST, We will pay the Sum Insured 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 Policy) 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 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.

### Taxation implications

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

## POLICY TERMS AND CONDITIONS

### Words with special meanings

Some key words and terms used in this Policy have a special meaning as set out below:

Word or term	Meaning
Accident/Accidental	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.
Damage	Any form of physical harm to the Vessel but does not include wear and tear or anything that was present before this Policy 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 Policy the amount will be shown either on Your Policy Schedule or within this Policy document. 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.
Hull	The shell of the Vessel, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the Vessel.  Please also refer to the Section 'What is not covered'
Legal liability	Your legal responsibility arising out of the use of the Vessel to pay compensation for death, injury or Damage to Third Parties 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 – Legal liability' and 'When You are not covered'.
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 Policy is in force. You will find this Period of insurance set out in Your Policy 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.
Personal effects	As listed below: <ul style="list-style-type: none"> <li>• clothing</li> <li>• waterproof gear, bags</li> <li>• food or beverage coolers</li> <li>• shoes</li> <li>• wallets or purses excluding cash and credit cards</li> <li>• toilet articles</li> <li>• hats or caps</li> <li>• keys or pens</li> <li>• portable MP3 players.</li> </ul> Please also refer to the Section 'What is not covered'.
Policy Schedule	The most recent document We give You and forms part of this Policy and which shows Your Policy number together with important details of Your insurance cover with Us. We give You a Policy Schedule when you:

	<ul style="list-style-type: none"> <li>• first buy the Policy from us,</li> <li>• change any part of the Policy or any personal details relevant to it, or</li> <li>• renew the Policy with us</li> </ul>
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).
Salvage	Either: (a) what is left of the Vessel after it has suffered loss or Damage, or (b) the action of saving the Vessel in a time of peril.
Temporary disablement	Means You are unable to carry out all the normal duties of Your occupation solely and directly as a result of the injury.
Third Party/Third Parties	Any person other than You or your Family.
Vessel	The Vessel described in the current Policy Schedule. Your Vessel 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>
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 Vessel.
We, Our, Us	Trident and/or HDI Global Specialty SE – Australia
Yacht racing risks	Taking part in a sporting event organised by a club or association. Cover applies only when We have agreed to grant the optional yacht racing risk extension or yacht club social racing risk extension and You have paid the additional Premium. This will be shown in Your Policy Schedule. Note: Refer to the Sections ‘What You are not covered for – Loss of or Damage to Your Vessel’ and ‘When You are not covered’.
You, Your, Insured	Any of the person or persons named as the Insured in Your Policy Schedule including any person allowed by You to control Your Vessel. If more than one person is named as the Insured in the Policy 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.

## PART 1 – LEGAL LIABILITY

### What You are covered for – Legal liability

#### 1. Operating Your own Vessel

We cover You and any person allowed by You to control Your Vessel against Your Legal liability for:

- Accidental death or bodily injury to a Third Party.
- Accidental death or bodily injury to You when another person allowed by You is in control of Your Vessel.
- Accidental Damage to Third Party property caused by ownership or use of Your Vessel.

#### 2. Operating a substitute Vessel

We will cover You against Your Legal liability for:

- Accidental death or bodily injury to a Third Party
- Accidental Damage to Third Party property caused by the use of the substitute Vessel provided that:
  - You have permission from its owner, and
  - Your Vessel 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 vessel.

If You are entitled to cover under any other insurance policy We will only be liable under this Section of the Policy for the amount Your liability exceeds the limits of cover under any other insurance policy.

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

We will cover You or any person allowed by You to control Your Vessel (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 Vessel 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 Vessel.

This cover excludes:

- Damage to Your Vessel
- 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 Vessel 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.

Under this cover We will pay no more than \$1,000,000 for any one Accident or series of Accidents caused by the one event.

#### 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 Vessel.

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

We will not pay for Your Legal liability or the Legal liability for any person allowed by You to control Your Vessel (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 Policy
- 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 Vessel 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 Policy
- 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 Policy Schedule
- any tradesperson or company engaged by You for the repair, service or maintenance of Your Vessel
- any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered elsewhere in the Policy
- 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
- **Vessels on swing moorings**  
Loss or Damage to Third Party property arising from Your Vessel breaking away from a mooring not being;
  - of a suitable design and weighting for the Vessel;
  - appropriately sited; and
  - maintained as per applicable statutory requirements.

### 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 of what We will pay – Legal liability

The maximum We will pay is the amount shown in Your Policy Schedule in total for all claims that arise from any one Accident. This maximum amount includes all legal fees and expenses.

## Optional Liability cover You can choose for 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 Policy Schedule and You have paid any additional Premium We ask for, We will cover You or any person allowed by You to control Your Vessel and the person acting as an observer (within the requirements of any law) against Legal liability for:

- Accidental death or bodily injury to a water skier or aquaplaner (including you) towed by Your Vessel
- Accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by Your Vessel, or
- Accidental Damage to Third Party property caused by a water skier or aquaplaner being towed by Your Vessel.

We will also cover a water skier or aquaplaner towed by Your Vessel against the water skier's or aquaplaner's Legal liability to others for Accidental:

- death or bodily injury to a person, or
- Damage to property other than Your Vessel

caused by the water skier or aquaplaner while being towed by Your Vessel.

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

We will not pay for liability arising out of:

- Water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board Your Vessel 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 Vessel (e.g. surfboards or tyre tubes).

#### The Sections of the Policy headed

- '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 liability extension cover.

## Yacht racing risk extension

### What You are additionally covered for

If We have agreed to cover You for Yacht racing risks and shown it in Your Policy Schedule, We will provide additional cover to You for Your Legal liability whilst participating in yacht races whilst on the Vessel noted in Your Policy Schedule.

We will only cover You when Your Vessel is operating within the following navigational limits:

- Within the geographical limits noted on Your Policy Schedule
- Subject to the overall distance of the yacht race not exceeding the distance noted in the 'Yacht Racing Endorsement' noted on Your Policy Schedule

*For example:*

*Policy Geographical Limits*

*250 Nautical Miles off the Australian Mainland including Tasmania Subject to the Vessel being south of 23.5° South between 1 December – 1 April*

*Yacht Racing Endorsement*

*50 Nautical miles*

You must advise Us if You need wider navigational limits for racing.

### When You are not covered – yacht racing

We will not cover You for any yacht racing outside of the areas set out above, unless You have Our agreement in writing.

### Excess payable under this extension

The Excess applicable to this section is shown on Your Policy Schedule.

The Sections of the Policy headed

- 'What You are not covered for – Loss of or Damage to Your Vessel'
- 'What You are not covered for – Legal liability'
- 'When You are not covered'

also apply to this liability extension

## APPLICABLE TO ALL SECTIONS

### What You must pay if You make a claim – Excess

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

### When You are not covered

#### General exclusions applying to all sections of this Policy

This Policy excludes loss, Damage, destruction, death, bodily 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 Policy also excludes any loss, destruction, Damage, death, bodily 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 Policy

We will not cover You or any person allowed by You to control Your Vessel when:

1. Any Damage is sustained to Your Vessel
2. Removal of wreck of Your Vessel unless this cover is specifically noted as being covered on Your Policy Schedule. A sub-limit may apply.
3. Your Vessel is outside the geographical limits described in Your Policy Schedule.
4. Your Vessel 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.
5. In the event that Your Vessel 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.
6. Your Vessel was under the control of a person not licensed under the applicable law:  
But We will cover You if the person:
  - was not named as one of the Insured in Your Policy Schedule, and
  - You can clearly demonstrate You had no reason to suspect that person was unlicensed.
7. Your Vessel 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.
8. Your Vessel was being used for an unlawful purpose.
9. Your Vessel 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 Policy Schedule
10. Your Vessel 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.
11. Your Vessel is being transported on a trailer, unless the Vessel is designed and built for that purpose.
12. Your Vessel 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.

13. The Vessel is being used for permanent living accommodation unless You tell Us beforehand in writing, and We agree in writing to cover You.
14. You do not keep the Vessel 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 Vessel or any Vessel covered by this Policy not being:
  - of a suitable design and weighting for the Vessel;
  - appropriately sited; and
  - in good order and regularly maintained on an annual basis.
15. Your Vessel is 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.

### General conditions

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

### Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it, and
- We give You a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

Automatic reinstatement.

When We pay a claim for Your Vessel or an item under this Policy, the sum Insured for Your Vessel or that item is automatically reinstated to the amount shown in the current Policy Schedule, provided You:

- give Us written details of the replacement Vessel or item(s) within 14 days of buying them, and
- pay Us any additional Premium that We ask for.

### Keeping Us informed

You must tell Us as soon as possible:

- if there is any significant change in the condition or use of Your Vessel 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 Policy, or
- cancel Your Policy.

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

Please remember if more than one person is insured by this Policy, 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 Policy gives You depend on You giving Us full details of Your loss and any help that We require, including further written statements and documents We consider relevant. We may also require You to attend Court to give evidence.

You must help Us even after We have paid Your claim. We may attempt to recover the amount of Our payment from the person who caused You to suffer loss or Damage, or We may want to defend You if it is alleged that You caused loss or Damage to someone else.

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

## 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.

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your Australian mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves Our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if Your Financial Services Adviser does not already have the required Policy confirmation details.

It is important for You to tell Us of any change of address as soon as possible.

### Purchase of a 'new' Vessel

If You replace the Vessel or any item shown in Your Policy Schedule and We agree to cover the replacement, the Policy covers it:

- from the time You bought it, and
- up to the same value as Your Agreed value, and
- no longer covers the old Vessel or item.

We will give You this cover for the 'new' or replacement Vessel or item only if:

- you give Us written details of it within 14 days of buying it, and
- you pay Us any additional Premium that We ask for.

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

### If You sell or give away Your Vessel

If You sell or otherwise give away Your Vessel or part-ownership in a Vessel and do not tell us:

- the cover under this Policy ceases immediately without any notice to You from the time of sale or You otherwise give away Your Vessel.

When You tell Us that You no longer own the Vessel, 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 Policy will be determined by the courts, and in accordance with the laws of the State or Territory of Australia where Your Vessel is normally based or located.

## Other insurance policies

If at the time of an Accident another Policy is in force covering the same risk, We will only pay the amount in excess of the amount that is recovered under those Policies, limited to the sum insured shown in Your Policy 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 Vessel 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 Vessel
- contact Us and tell Us details of what has happened
- complete Our claim form and any other form We ask You to complete and submit to Our office in order for Your claim to be reviewed.

## What You must NOT do

You must not authorise repairs to Your Vessel 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 Vessel, outboard motor(s) or the equipment and accessories
  - protect Your Vessel against any initial or further loss or Damage
  - keep Your Vessel in good condition
  - prevent death, bodily injury, or illness to Third Parties, 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 Vessel, or
  - any theft or attempted theft of Your Vessel.
- You must give Us a written statement from the Police saying that You reported such an event to them.

### **What We do**

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

### **What can affect a claim**

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

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

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

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

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

### **Sanctions Limitation and Exclusion Clause**

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising where the Insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured person or any other beneficiary under the Policy.