

Boat Insurance

Product Disclosure Statement (PDS)
and Policy Booklet



**RACV Boat Insurance is issued by Insurance Manufacturers of Australia Pty Limited
ABN 93 004 208 084 AFS Licence No. 227678 GPO Box 244 Sydney NSW 2001, a subsidiary
of Insurance Australia Group Limited.**

**RACV Boat Insurance is distributed to members of Royal Automobile Club of Victoria
(RACV) Ltd, by RACV Insurance Services Pty Limited ABN 74 004 131 800
AFS Licence No. 230039.**

This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 2 August 2022. The information in this PDS is current at that date. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling 13 RACV (13 7228) or visiting racv.com.au. If you ask us for any updates, we will give you a free paper copy. If we need to, we will issue a supplementary or replacement PDS. © 2022



Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is dated 10 October 2023 and will apply to all policies under the **RACV Boat Insurance Product Disclosure Statement and Policy Booklet (PDS)**, (Prepared on 02/08/2022) version G018162 08/22; taken out with a new business effective date on or after 11 October 2023, or with a renewal effective date on or after 13 November 2023.

The information in this SPDS updates the terms contained in the PDS and should be read together with the PDS and any other applicable SPDS.

If you would like another copy of your PDS, please go to racv.com.au, call 13 RACV (137228) or visit an RACV Shop.

Changes to your PDS

Your PDS is amended by the following:

Change 1 – Amendment to ‘Emergency transport and accommodation’

Your PDS is amended by replacing the dot point on page 20:

- we must agree to the costs before they are incurred.

with the following:

- you should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs.

Change 2 – Amendment to ‘Your responsibilities’

Your PDS is amended by inserting a new paragraph at the end of the ‘Repairs’ section on page 40 as follows:

You should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement. Refer to the ‘How we settle your claim’ section of the policy for information in relation to what are reasonable costs.

Change 3 – Amendment to ‘Recovery actions’

Your PDS is amended by deleting the last two paragraphs on page 49 in the section ‘Recovery action by us’, and replacing it with the following:

You must give us all the information and co-operation that we reasonably require to take the recovery action. We will only request information or co-operation which is relevant to pursue the recovery action and will provide an explanation as to why it is needed. We will act reasonably in exercising our discretion in the conduct of any legal proceedings and in the settlement of any claim while we conduct any recovery action. We will keep you reasonably informed and updated with the progress of proceedings.

You must not do anything unreasonable which prejudices us in taking any recovery action without our written consent. For example, you must not:

- assign your rights to anyone else; or
- opt-out of any representative or group proceedings taken by us.

Change 4 – Amendment to ‘Repairing your boat’

Your PDS is amended by replacing the sentence at the top of page 51:

You must get our approval before you start or authorise any repairs to your boat.

with the following:

You should get our approval before you start or authorise any repairs to your boat.

The following new paragraph is also inserted immediately after the above sentence:

You should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement. Refer to the ‘How we settle your claim’ section of the policy for information in relation to what are reasonable costs.

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A message to RACV members from RACV Insurance.

Every year over 1,000,000 Victorians choose RACV Insurance. And it's no wonder. After all, RACV Insurance sets out to offer excellent value for money and the very best in service.

With RACV Boat Insurance, claims assistance is available 24 hours a day, 7 days a week, just call 13 19 03.

Of course, another great reason to choose RACV Insurance is that you automatically become an RACV member. RACV is, first and foremost, a membership organisation. So everything RACV does is for the benefit of members. Every one of RACV's more than 2 million members receives access to a wide range of benefits.

A good example of this is the Years of Membership Benefits program which rewards loyalty with discounts on a range of products and services, including an annual discount on RACV Boat Insurance. You don't have to wait long to start saving, only 5 years, and RACV's Years of Membership Benefit increases the longer you remain a member.

The benefits of RACV membership don't end there. RACV members save 25% off standard accommodation rates at our eight RACV Resorts in Victoria, Queensland and Tasmania. You'll also save by accessing special offers with participating organisations through the RACV Show Your Card & Save program and receive discounts on a wide variety of products and services at RACV shops.

RACV is committed to representing members' interests in areas such as road safety and mobility.

It's all part of RACV's promise to be there for every member every day.



Visit
racv.com.au



Call
13 RACV
(13 7228)



Visit
an RACV shop

Boat Insurance at a glance – quick summary

Here's a summary of the key details about Boat Insurance. In this Product Disclosure Statement and Policy Booklet (PDS), we set out the full details about your cover and any limits, exclusions and conditions that may apply.

Who we cover

Under your policy, we cover:

- you
- anyone who has your permission to control your boat

What we insure

page 9

Your boat

- your boat is made up of:
 - a hull
 - motors — which includes any auxiliary and trolling motors
 - masts, spars, rigging and sails
 - equipment and accessories
 - a boat tender
 - a trailer

The types of boats we insure include:

- runabouts
- cuddy cabins (half cabins)
- cruisers
- ski boats
- sailboats (single hull and catamarans)
- kayaks
- dinghies
- house boats
- canoes

Amount we insure

Agreed value

- the amount we agree to insure your boat for. It includes:
 - any modifications, options or accessories that are attached to your boat
 - GST
- your current Certificate of Insurance shows the agreed value that applies under your policy

Your insurance cover

page 16

Loss or damage to your boat

- ✓ we cover a range of incidents which may cause loss or damage to your boat (for example, you have a crash or your boat catches fire)

Other benefits

- ✓ we provide up to **10** other benefits (for example, we pay the salvage and storage costs for your boat after an incident we cover)

Liability cover

- ✓ we cover claims made against you where the use of your boat causes:
 - loss or damage to someone else's property
 - death or personal injury to someone else

page 18

page 24

Optional cover you can add

page 27

Optional cover

- ✓ Contents cover (you must have a lockable cabin or compartment on your boat)
- ✓ Lay up cover (reduces the cover we provide under your policy while you're not using your boat)
- ✓ Liability cover for water-skiing and flotation devices
- ✓ Sailboat racing cover

What we pay

page 45

If we agree to cover your claim, then we will:

- decide whether to repair your boat or pay you the reasonable cost of repairs or pay you the agreed value that applies under your policy
- pay for any other benefits that apply to your policy
- pay for any optional covers you have added to your policy
- deduct any amounts that apply (for example, excess and unpaid premium)

Key benefits and features of Boat Insurance

This table summarises your cover. In this PDS, we set out the full details about your cover and any limits, exclusions and conditions that may apply.

Your insurance cover	Key benefits	Boat Insurance	Page
Loss or damage to your boat	Up to the agreed value for a range of incidents	✓	16
Other benefits			
Clean up costs	Up to \$250,000 for the reasonable costs to remove, contain or clean up debris or liquids that are released from your boat	✓	19
Emergency expenses	Up to \$5,000	✓	20
Emergency transport and accommodation	Up to \$1,000	✓	20
Funeral expenses	Up to \$10,000 during the policy period	✓	21
Hull inspection	Up to \$1,000	✓	21
Rescue services	Up to \$5,000	✓	21
Salvage costs	The reasonable costs to move your boat	✓	22
Storage costs	The reasonable costs to store your boat	✓	22
Temporary cover	Up to 14 days cover when you change boats	✓	22
Towing on land	Up to \$750 for the reasonable costs for one tow	✓	23
Liability cover	Up to \$10 million for claims made against you plus the legal costs for our lawyers to represent you	✓	24
Optional cover you can add			
Contents cover	If your boat has a lockable cabin or compartment, you can choose to cover your contents for a sum insured you nominate up to \$10,000	Optional	29



Your insurance cover	Key benefits	Boat Insurance	Page
Lay up cover	You can reduce your premium and the cover we provide under your policy by deciding to lay up your boat for 1 to 6 months while you're not using it	Optional	31
Liability cover for water-skiing and flotation devices	Extends your 'Liability cover' to include cover for when your boat is being used to tow a waterskier or someone riding a flotation device	Optional	32
Sailboat racing cover	Extends the cover we provide under your policy to include cover for when you are racing your sailboat in certain events	Optional	33
Additional features			
24/7 paperless claims service	Our 24 hour claims service offers a simpler way to make a claim, so that you're back on the water as quickly as possible	✓	43
Choice of excess	You can choose from a range of basic excesses	✓	14
Choice of repairer	You can choose any marine repairer or mechanic to fix your boat as long as they have the necessary licences to do the repairs	✓	51

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Key details about your policy



Words with special meaning

Some words in this PDS have special meaning — see 'Definitions' on pages 66 to 69.

Your boat

1

Key details
about your
policy

What is your boat?

We insure various things as part of your boat.

Your boat is made up of:

- a hull
- motors — which includes any auxiliary and trolling motors
- masts, spars, rigging and sails
- equipment and accessories
- a boat tender
- a trailer.

Hull

The hull is:

- the frame or body of your boat
- deck
- cabin
- fixtures and fittings that are permanently attached to your boat — for example, winches, a fixed fridge, fixed fishing rod holders, railings and any GPS or fish finder that is permanently wired in.

Motor

A device that propels or powers your boat through the water. This includes fixtures like controls, propellers and fuel tanks.

Equipment and accessories

The equipment and accessories we cover as part of your boat are:

- equipment you legally need to carry on your boat — for example, fire extinguishers, life jackets and mandatory safety equipment
- tools that you permanently keep on your boat for emergency, breakdown and maintenance reasons including spare parts for your boat
- protective covers and canopies — including biminis — that are specifically designed for your type of boat.

You need to take out the option 'Contents cover' if you want to insure other items like your personal belongings, fishing equipment and a portable GPS or fish finder. However, you can only take out this option if your boat has a lockable cabin or compartment — see page 29.

Boat tender

A small boat you only use to get to or from your boat. You usually tow it behind your boat or carry it on your boat.

The most we pay for loss or damage to your boat tender — including its motor — is \$2,000.

We pay this as part of your agreed value.

Trailer

A device that is specifically designed to carry your boat and be towed behind a motor vehicle.

Boats we insure

The types of boats we insure include:

- runabouts
- cuddy cabins (half cabins)
- cruisers
- ski boats
- sailboats (single hull and catamarans)
- kayaks
- dinghies
- house boats
- canoes.

We insure boats that are dry stored, moored or kept on a trailer

Out of water survey

We may ask you to arrange and pay for an out of water survey for your boat:

- when you first take out insurance with us, and
- before you renew your policy.

The survey checks whether your boat is seaworthy and in good order and repair. We use the survey to help us decide whether to insure your boat or apply any special conditions to your policy.

You need to pay for the survey. We don't reimburse any costs for it

Our agreement with you



Key details
about your
policy

Your contract

Your policy is a contract between you and us and is made up of:

- your current Certificate of Insurance
- this Product Disclosure Statement and Policy Booklet (PDS), and
- any applicable Supplementary PDS.

More than one insured

If there's more than one insured on the Certificate of Insurance, then anything that any insured says, does or omits applies to all of the insureds.

Also, each insured can act on behalf of all the insureds as their agent.

Certificate of Insurance

Your current Certificate of Insurance shows the boat we cover under your policy and any optional cover you have chosen. It also shows the period that is covered by your policy — we only cover you for incidents that happen during the policy period.

Receiving your policy documents

You may choose to receive your policy documents:

- electronically — that is, by email, or
- by post.

If we send your policy documents by email, we will send them to the email address you last gave us. Any policy documents we send to your email address will be considered to have been received by you 24 hours from when we send them.

If we send your policy documents by post, we will send them to the mailing address you last gave us.

You are responsible for making sure the email and mailing address we have for you is up-to-date. So, you need to tell us if you change your email or mailing address — see 'You change your contact details' on page 61.

Limits, exclusions and conditions

Limits, exclusions and conditions may apply to the cover you have chosen:

- throughout this PDS, we set out any specific limits, exclusions and conditions with the cover they apply to
- on pages 35 - 38, we set out the general exclusions that apply to all covers and benefits under your policy, and
- on pages 39 - 41, we set out your responsibilities when you are insured with us.

Special conditions

We may apply special conditions on your policy that may exclude, restrict or extend cover for a person or a particular matter at the time that you purchase the policy. For example, we may not cover you for some incidents like a bushfire, storm or flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to your policy, including the period of any applicable embargo period.

In addition, we may apply special conditions during your policy that limit your ability to make changes to coverage, sum insured and your policy terms.

Agreed value

The agreed value is the amount we agree to insure your boat for. It includes:

- any modifications, options or accessories that are attached to your boat
- GST.

Your current Certificate of Insurance shows the agreed value that applies under your policy.

To work out the agreed value, we may ask you to get a valuation report for your boat. The valuation must be completed by an independent marine valuer that is qualified and licensed.

You need to pay for the report. We don't reimburse any costs for it

Your premium

In return for paying your premium, we provide the cover you have chosen.

Your premium is based on the likelihood of a claim being made under your policy in the future. When we work out your premium, we look at a range of factors including the type of boat you have and where and how you keep it.

For more information about how we work out your premium, the excesses that may apply to your policy and any discounts you may be eligible for, see our Premium, Excess & Discounts Guide.

1

Key details
about your
policy

To get a free copy of our Premium, Excess & Discounts Guide:



Visit
[racv.com.au/
boatped](http://racv.com.au/boatped)



Call
13 RACV
(13 7228)



Visit
an RACV shop

Paying your premium

You must pay your premium on time. You can pay your premium:

- annually in one lump sum, or
- in monthly instalments by direct debit from an account or credit card you nominate (if we offer this option to you).

Your current Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or for each monthly instalment.

If you pay annually, you can pay through any of these ways:



Go to racv.com.au/payments and have your credit card or PayPal details ready



Contact your financial institution to arrange payment from your account



Call 13 25 82 and have your credit card ready



Pay by cash, EFTPOS, cheque or credit card at any RACV shop or Australia Post Office



Send your cheque or credit card details to the address shown on your notice

What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or any instalments by the due date specified on your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- cancel your policy for non-payment, and
- refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows we can reduce the settlement payment by the overdue amount.

Choosing your excess

You can reduce your premium by choosing a higher basic excess. However if you want to choose a lower basic excess, you will pay an additional premium.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

You may also be able to reduce your premium by choosing the 'Lay up cover' option – see page 31

21 day cooling-off period

You can tell us to cancel your policy within 21 days from:

- the date we issue your policy — for example, if you call us on 3 May to set up a new policy from 10 May, then your 21 day cooling-off period starts from 3 May as that's when we issued your policy
- the start date of the policy period that applies when you renew your policy.

If you tell us to cancel your policy within those times, we'll refund the premium you paid us in full. However, we can only do that if you haven't made a claim on your policy.

Assigning rights and appointing a representative



Key details
about your
policy

Assigning your rights

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

Appointing someone to represent you

If you want to appoint someone to represent you, then you need to tell us and we need to agree that we will deal with them on your behalf. For example, you ask someone to manage your policy or a claim. For more details about who you can appoint to manage your claim, such as a repairer, see page 41.

We will not unreasonably withhold our consent to an appointment. However, we may have a concern with a party that may present a conflict of interest. For example, someone who supplies goods or services for your claim.

Governing law and GST

Governing law

This contract is governed by the law of the Australian State or Territory where you keep your boat.

GST

All dollar values described in your policy include GST, unless we say they don't.

Loss or damage to your boat



We cover loss or damage to your boat when the incidents set out in this section happen.

In this section, we outline what you're covered for and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities you may put your claim or cover at risk — see Section 6.

How we settle a claim is set out in Section 7.

Loss or damage to your boat

If an incident we cover happens during the policy period and causes loss or damage to your boat.

Covered

- up to the agreed value for your boat if any of these incidents cause loss or damage to it:

- | | |
|----------------------|--------------------------------|
| • accidental damage | • flood |
| • collision or crash | • storm |
| • earthquake | • theft or attempted theft |
| • explosion | • tsunami |
| • fire | • vandalism or a malicious act |

Conditions

- if you detach parts of your boat from the hull, then we will only cover them if you keep them secure in something that can be locked up. This includes:
 - your home
 - a garage or shed
 - a lockable cabin or compartment on your boat.

For example, we won't cover your motor if you detach it from your boat and leave it in your backyard. And, we won't cover the detachable head unit of your fixed GPS or fish finder if it's not locked away and gets stolen while you're away from your boat.

Other benefits



As part of your cover for your boat, we may also provide other benefits that are set out in this section.

In this section, we outline what you're covered for and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities you may put your claim or cover at risk — see Section 6.

How we settle a claim is set out in Section 7.

Other benefits

You can make a claim for other benefits when an incident we cover happens during the policy period and causes loss or damage to your boat and we agree to pay for that loss or damage.

However, you can make a claim under some benefits in other situations. For example, under 'Hull inspection' you can make a claim for someone to inspect your hull after you hit a rock even though you can't see any damage to your boat.

Clean up costs

If an incident we cover causes your boat to release debris or liquids such as fuel, and you are legally responsible for their clean up.

We pay this benefit on top of your agreed value.

Covered

- up to \$250,000 for the reasonable costs to remove, contain or clean up debris or liquids that are released from your boat.

Not covered

- any fine, compensatory order issued by any Government Authority or amount a court orders you to pay.

If there is loss or damage to someone else's property or death or personal injury to someone else, then we may also cover you under 'Liability cover' — see page 25

Emergency expenses

If an incident we cover causes loss or damage to your boat and you need to take immediate action to deal with an emergency situation.

For example, your motor stops working after the propeller hits a rock that's under water and you need to arrange for someone to tow your boat to land.

We pay for the towing and sinking costs under this benefit on top of your agreed value. We pay for the other costs as part of your agreed value.

Covered

- up to \$5,000 for the reasonable costs to:
 - tow your boat while it's in the water because you can't safely use it to get back to land
 - sink your boat if a lawful authority tells you to do so
 - minimise or avoid further loss or damage to your boat
 - arrange for emergency repairs to make your boat secure or get you back to land safely
 - flush, dry and oil a submerged motor.

Emergency repairs are repairs you arrange to make your boat secure or get you back to land safely

Emergency transport and accommodation

If your boat is damaged and cannot be used as a result of an incident we have agreed to cover under 'Loss or damage to your boat' that occurs more than 100 kilometres from your home.

We pay this additional cover on top of your agreed value.

Covered

- up to \$1,000 in total for the reasonable costs of:
 - transportation for you, your passengers and your domestic pets to your home or, if we agree, to another destination;
 - temporary accommodation for you, your passengers and your domestic pets covering the room rate only; and
- transportation of your boat from:
 - the place your boat is repaired to your home; or
 - the location of the incident to a repairer near your home.

Not covered

- the costs of transporting any vehicle that was towing your boat.

Conditions

- we must agree to the costs before they are incurred.

Funeral expenses

If an incident we cover causes loss or damage to your boat and you or a member of your family die:

- within 90 days of that incident, and
- as a result of that incident.

We pay this benefit on top of your agreed value.

Covered

- up to \$10,000 in total towards funeral expenses during the policy period.

Hull inspection

If an incident we cover happens and you need to confirm whether it caused loss or damage to your hull.

For example, you hit a sandbank or a rock that's under water and you want to check if there is any damage to the hull.

Covered

- up to \$1,000 towards the costs for a qualified marine repairer to inspect your hull.

Conditions

- we must agree to pay the costs before you make any arrangements.

Rescue services

If anyone that's using your boat during the policy period is lost or reported missing and a maritime rescue service needs to search for or rescue them and your boat.

We pay this benefit on top of your agreed value.

Covered

- up to \$5,000 towards the costs charged by a maritime rescue service to search for and rescue anyone using your boat and your boat.

Not covered

- if anyone using your boat or your boat is reported missing more than 200 nautical miles from the Australian mainland or Tasmania.

Salvage costs

If an incident we cover causes loss or damage to your boat and it sinks or is stranded on the water and we agree to move your boat.

For example, your boat sinks after it catches fire.

We pay this benefit on top of your agreed value.

Covered

- the reasonable costs to move your boat.

Conditions

- we must agree to pay the costs before you make any arrangements.

Storage costs

If an incident we cover causes loss or damage to your boat and it needs to be taken to a storage facility or holding yard until we assess it.

We pay this benefit on top of your agreed value.

Covered

- the reasonable costs to store your boat from when you lodge a claim with us until we assess your boat.

Conditions

- we must agree to pay the storage costs before you make any arrangements
- you need to move your boat if we ask you to.

Temporary cover

If you sell or give away your boat and replace it with another one, then we provide temporary cover under your policy for your replacement boat.

Covered

- temporary cover for your replacement boat on the same terms that are set out in your policy except for these changes:
 - we only provide cover for 14 days from when you sold or gave away your boat
 - we insure your replacement boat for the amount you paid for it or the agreed value shown on your current Certificate of Insurance (whichever is less).

Conditions

- we cover your replacement boat permanently if:
 - you ask us to cover it within the 14 day temporary cover period
 - you give us full details for the boat
 - we agree to insure it, and
 - you pay us any additional premium.

Towing on land

If an incident we cover causes loss or damage to your boat and it needs to be towed on land because you can't safely tow it on your trailer.

We pay this benefit on top of your agreed value.

Covered

- up to \$750 for the reasonable costs to tow your boat on land to whichever place we decide is closer:
 - a repairer or other place we recommend, or
 - a safe place.

Conditions

- we only pay for one tow. If your boat needs to be towed more than once, we decide which tow to pay for.

If your boat needs to be towed while it's in the water, then we may cover you under 'Emergency expenses' — see page 20

Liability cover



Liability cover protects you for claims that may be made against you where the use of your boat causes:

- loss or damage to someone else's property
- death or personal injury to someone else.

In this section, we describe the liability cover you have under your policy and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities you may put your claim or cover at risk — see Section 6.

How we settle a claim is set out in Section 7.

Liability cover

If the use of your boat during the policy period causes loss or damage to someone else's property or death or personal injury to someone else.

For example, you may be liable if you crash your boat into someone's jetty and they make a claim against you for the damage caused to their jetty.

Covered

- up to \$10 million for the liability of you or anyone who has your permission to control your boat for any one incident where the use of your boat causes:
 - loss or damage to someone else's property
 - death or personal injury to someone else
- legal costs for our lawyers to represent the people we cover.

We pay our legal costs on top of the \$10 million liability cover

Not covered

- any claim for loss or damage:
 - to property that you own or have in your control or possession
 - caused by or arising from the use of your boat's trailer while it's attached to a motor vehicle
- any liability caused by or arising from death or personal injury to:
 - you
 - the person controlling your boat at the time of the incident
 - a person you employ where you need to hold workers compensation insurance to cover that liability
- any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you or any person we cover
- any liability for loss, damage, death or personal injury caused to, caused by or arising from a waterskier or person riding a flotation device being towed by your boat (we may cover this if you have the option 'Liability cover for water-skiing and flotation devices' — see page 32).

Conditions

- to be entitled to liability cover:
 - the claim must result from an incident we cover which happens during the policy period
 - someone must make a claim against a person we cover, and
 - a person we cover must lodge a claim with us for liability cover
- we must agree to pay for any legal or other costs before they are incurred.

What happens when you make a liability claim

When a person we cover makes a claim and is entitled to liability cover, we may:

- act for them or arrange for a lawyer to represent them
- attempt to resolve the claim
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.

For an example of how we settle a claim, see pages 55 - 58

Optional cover you can add



You can add options to your policy to increase or reduce the cover we provide.

The table on the right summarises the optional cover that's available. Full details are set out in this section.

In this section, we outline what you're covered for if you choose to add an option to your policy and any specific limits, exclusions and conditions that apply.

All of the other limits, exclusions and conditions of your policy apply to any option you choose, including the general exclusions and responsibilities set out in Section 6.

How we settle a claim is set out in Section 7.

Optional cover you can add

Page

Optional cover

Contents cover – If your boat has a lockable cabin or compartment, you can choose to cover your contents for a sum insured you nominate up to \$10,000	29
Lay up cover – You can reduce your premium and the cover we provide under your policy by deciding to lay up your boat for 1 to 6 months while you're not using it	31
Liability cover for water-skiing and flotation devices – Extends your 'Liability cover' to include cover for when your boat is being used to tow a waterskier or someone riding a flotation device	32
Sailboat racing cover – Extends the cover we provide under your policy to include cover for when you are racing your sailboat in certain events	33

Optional cover

You can increase or reduce your cover by adding options to your policy. Any option you select is shown on your current Certificate of Insurance and applies during the policy period.

You may need to pay extra

When you add an option to your policy, you need to pay an extra premium for the increased cover we give you. However, you don't pay extra for 'Lay up' cover — it reduces your premium in line with your reduced cover.

Contents cover

If your boat has a lockable cabin or compartment, you can choose to cover your contents for a sum insured you nominate up to \$10,000.

If you take out this option, we cover your contents if an incident we cover causes loss or damage to them while they are on your boat.

Your contents are the items shown in Table 5.1 that you or your family own or are responsible for that are not permanently attached or fixed to your boat.

Your contents don't include equipment like fire extinguishers or the tools you use to fix your boat. We cover these and certain other items as part of your boat — see page 9.

Covered

- up to your contents sum insured to repair or replace the contents shown in Table 5.1 while they are on your boat.

The most we pay for any one item is \$1,500.

Table 5.1: Contents we cover

Contents	Things we cover include:
Clothing and personal belongings	Clothes, shoes and manchester — for example, sheets and towels
Household items and appliances	Items and appliances used for cooking, drinking and eating — for example, microwave, portable BBQ and gas bottles, unfixed furniture, TV, portable fridge and vacuum cleaner
Navigation equipment	Portable GPS
Diving equipment	Wetsuits, masks, snorkels, fins, regulators, tanks, buoyancy compensation devices and compressors
Fishing equipment	Fishing rods, fishing reels and portable fish finders
Waterskiing equipment	Waterskis, flotation devices, ski ropes and wakeboards

Not covered

- diving, fishing and waterskiing equipment while they are being used
- contents that are in your boat when you leave your boat with a commercial dealer so they can sell it for you
- loss or damage to these items:
 - cash or other items that can be cashed — for example, gift cards or tickets
 - jewellery and watches
 - mobile phones and cameras
 - portable electronic or electrical items and their accessories — for example, laptops, tablets, MP3 players, CD players, game consoles and electronic organisers
 - food, drinks, medicines and bait
 - sailboards, surfboards and any other sporting equipment except for diving, fishing and waterskiing equipment
 - fuel.

Conditions

- if the incident is a theft, attempted theft, vandalism or a malicious act, then:
 - there must be proof of forced entry into the lockable cabin or compartment, and
 - you must report the incident to the Police and tell us the incident report number.

Lay up cover

If you choose this option, you can reduce your premium and the cover we provide under your policy by deciding to lay up your boat for a certain period while you're not using it.

We still cover your boat during the lay up period you nominate. But, you can't use your boat during that time and you must keep it on a trailer or dry stored at the address shown on your current Certificate of Insurance.

You can nominate a lay up period that is between 1 to 6 months — full calendar months only.

Covered

- during the lay up period, the cover we provide under your policy only applies while:
 - your boat is kept on a trailer or dry stored at the address shown on your current Certificate of Insurance
 - you are taking your boat for a scheduled service or to be repaired by a marine repairer or mechanic.

Conditions

- you must take steps to secure your boat during the lay up period — for example, use a wheel clamp or hitch lock on your trailer
- if your boat is dry stored, then you must keep it:
 - under cover
 - in something that can be locked up
- you must nominate a lay up period that is between 1 to 6 full calendar months. The lay up period starts on the first day of the month and ends on the last day of the month you nominate — for example, 1 June to 31 August
- if you want to use your boat during the lay up period, then we'll only cover it if:
 - you tell us you are going to use it
 - we agree to cover you for that use, and
 - you pay us any additional premium that applies.

You can only take out this option at the start of your policy period

Liability cover for water-skiing and flotation devices

If you choose this option, we extend your 'Liability cover' to include cover for when your boat is being used to tow a waterskier or someone riding a flotation device.

Covered

- the 'Liability cover' we provide under your policy — see page 25 — is extended to cover liability for loss, damage, death or personal injury caused to, caused by or arising from a waterskier or person riding a flotation device being towed by your boat.

This includes liability of a person controlling your boat caused by or arising from death or personal injury to you where you are a waterskier or person riding a flotation device being towed by your boat.

Not covered

- any liability for loss, damage, death or personal injury caused by or arising from airborne activities including parasailing or jumping over an elevated structure like a ski ramp.

Conditions

- the person controlling your boat must have appointed a nominated observer who meets the relevant legal requirements.

You must have a nominated observer watching the waterskier or person riding a flotation device

Sailboat racing cover

If you have a sailboat and choose this option, we extend the cover we provide under your policy to include cover for when you are racing your sailboat in certain events.

Covered

- the cover we provide under your policy is extended to include cover for when your boat is being used in a race, trial, test, contest or organised event with up to a 50 nautical mile radius from the official starting point.

For an example of how we settle a claim, see page 58

Not covered

- any loss, damage, death, injury or any liability caused by or arising from your boat being used in a race, trial, test, contest or organised event with more than a 50 nautical mile radius from the official starting point.

Conditions

- if you make a claim under this option, you need to pay a racing excess. The racing excess is whichever of these amounts is higher:
 - your basic excess, or
 - 25% of the cost to repair or replace the loss or damage to your boat.

For more details about the racing excess, see page 53

General exclusions and your responsibilities



There are certain situations when we won't provide cover under your policy.

This section outlines the general exclusions that apply to all cover we provide under your policy.

The general exclusions also apply to your liability cover, unless we say they don't.

This section also outlines your responsibilities. You may put your claim or cover at risk if you do not meet your responsibilities to us.

General exclusions for all covers and benefits

The exclusions set out in this section apply to all covers and benefits under your policy.

The incident

We don't cover incidents that take place:

- more than 200 nautical miles from the Australian mainland or Tasmania
- outside the policy period.

The person controlling your boat or a motor vehicle

We don't cover loss, damage, death, injury or any liability if any of these applied when the incident happened:

- the person controlling your boat or driving a motor vehicle that was towing your boat:
 - was under the influence of any alcohol or drug
 - did not hold a current licence that was valid
 - was disqualified from driving or held a cancelled or suspended licence
 - was a learner driver who was not accompanied by a licensed driver that held a current licence that was valid for the motor vehicle.

If you were not the person controlling your boat or driving the motor vehicle that was towing your boat, we may still cover you if you can satisfy us that you had no reason to suspect that any of the exclusions shown applied to that person. However, we won't provide liability cover for that person and may try to recover money from them.

Boat use

We don't cover loss, damage, death, injury or any liability caused or contributed to by:

- the person controlling your boat or a passenger was being reckless
- your boat:
 - doing a speed of more than 60 knots
 - being towed illegally or towing something illegally
 - motor that was more powerful than that recommended by your hull's manufacturer
 - exceeding the number of passengers or load limits recommended by your hull's manufacturer
 - was being used for illegal purposes or in an illegal manner
 - illegally carrying or storing explosives, flammable or combustible substances or liquids.

We don't cover loss, damage, death, injury or any liability if any of the following applied when the incident happened:

- a commercial carrier was transporting, loading or unloading your boat
- your boat was being used:
 - in a race, trial, test, contest or organised event (except if we cover it under the option 'Sailboat racing cover' — see page 33)
 - for charter, hire or any other business purposes
- your boat was left with a commercial dealer so they could sell it for you (except if you tell us first and we agree to cover your boat. If we agree to cover your boat, we won't cover your contents even if you have the option 'Contents cover' – see page 29).

Intentional acts

We don't cover loss, damage, death, injury or any liability caused by or arising from an intentional act by:

- you
- anyone who has your permission to control your boat
- a passenger on your boat, or
- a person acting with your express or implied consent.

Maintaining your boat and mooring

We don't cover loss, damage, death, injury or any liability caused or contributed to by:

- your boat being in an unsafe condition
- your boat being not in good order and repair because it:
 - was not structurally sound
 - had any unrepaired damage
 - had any rot, dry rot, cracking, blistering, rust or corrosion
- any mooring your boat was attached to was not:
 - well maintained
 - serviced by a professional mooring contractor at least annually
 - designed for or suited to your type of boat.

Previous damage and faulty design or repairs

We don't cover:

- the cost to fix previous damage — for example, an old dent that has not been repaired
- loss or damage caused by or arising from previous damage
- the cost to fix faulty:
 - design
 - workmanship or repairs by you or someone else
- loss or damage caused by or arising from faulty:
 - design
 - workmanship or repairs by you or someone else.

Securing your boat

We don't cover loss or damage caused by or arising from you:

- not taking reasonable care to secure your boat
- leaving your boat in an unsafe place.

Types of loss or damage

We don't cover:

- mechanical, structural, electrical, hydraulic, or electronic breakdown or failure
- deterioration or wear and tear caused:
 - over time
 - by using your boat
 - by exposing your boat to the elements
- depreciation or loss of your boat's value — for example, if your boat is worth less after an incident
- consequential loss including any loss which results because you can't use your boat unless it is specifically covered under this policy. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation
- compensation for distress, inconvenience or other non-financial loss (except if we cover it under 'Liability cover' – see pages 24 - 26).

We don't cover loss or damage:

- to a mooring you own
- to any motor if it's in, on or attached to a hull that is not part of your boat
- caused by anyone cleaning, repairing, servicing or doing maintenance work on your boat:
 - on a non-commercial slipway, or
 - if it takes more than 5 working days.

We don't cover loss, damage, death, injury or any liability caused by or arising from:

- vermin, rodents, insects, birds or marine growth – for example, barnacles
- mould or osmosis
- electrolysis, rust or any type of corrosion.

Other

We don't cover:

- any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power

- any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
 - any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
 - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
 - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your boat's GPS or security system cannot be used because of a cyber attack, but we will cover you for theft of your boat if it is stolen after your boat's security system is impacted by a cyber attack

- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data
- seepage, pollution or contamination, or any loss, damage, liability, injury, death, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination (except if we cover it under 'Liability cover' - see page 25 or 'Clean up costs' - see page 19)
- any loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a communicable disease, or the fear or threat (whether actual or perceived) of a communicable disease
- loss, damage, death, injury or liability caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material
- loss, damage, death, injury or liability caused by or arising from your boat being legally seized, impounded, sold or destroyed
- loss, damage, death, injury or liability caused by or arising from a breach of contract.

Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Your responsibilities

When you take out a policy with us or make a claim, you have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by your policy.

If you don't meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your policy.

The course of action we take when you fail to meet your responsibilities will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or our decision to issue your policy.

Tell us about changes that affect your boat

You must tell us if you:

- change the address where you normally keep your boat
- change the way you use your boat
- hire out your boat
- use your boat for business purposes
- modify your boat from the manufacturer's specifications in any way which may affect its value, safety or performance.

Settle claims and make admissions

You must not:

- attempt to settle a claim that is made against you without our permission
- make any admissions to anyone about any incident covered by your policy
- limit by agreement our rights to recover money from someone else.

Co-operate

You must:

- be truthful and frank in any statement you make to us
- not behave in a way that is improper, hostile, threatening, abusive or dangerous
- co-operate fully with us, even if we have already paid your claim, which includes:
 - providing us with all the information, documents and help we need to deal with your claim – for example, bank statements or phone records. If we request information or documents that are relevant to your claim, we will provide an explanation as to why it is needed.

- as soon as reasonably possible sending us any communications that you receive about any incident — for example, emails, letters, notices or court documents
- being interviewed by us or our representatives
- attending court to give evidence
- giving us reasonable access to your boat and moving it if we ask you to or allowing us to move it to a repairer or other specialist we choose so they can assess your boat.

Prevent loss or damage

You must take reasonable steps to prevent loss or damage to your boat.

This means:

- when you are not using your boat, you need to pack away sails and canopies and use protective covers to secure your boat
- after an incident happens, you need to take reasonable steps to prevent further loss or damage
- if your motor is submerged, you need to take steps as soon as possible to preserve the motor — for example, arrange for it to be flushed, dried and oiled.

Repairs

You must not start or approve any repairs to your boat, unless we allow it under 'Emergency expenses'. If you do, then we may decide not to pay for those repairs.

Inspections and quotes

If we ask you, you must allow us to:

- inspect your boat or contents at a reasonable time and place we choose
- get quotations from any repairer or supplier
- dismantle your boat if we need to.

If we need to move your boat to do this, we will pay for it.

We won't cover the cost for the following without our consent:

- inspections or reports authorised by you
- dismantling fees, quoting fees or administration fees.

Towing your boat

If you're using a motor vehicle to tow your boat, you must secure your boat to your trailer in line with the towing requirements that apply in your State or Territory.

Proof of loss and ownership

When you make a claim, we may ask you to provide certain documents to:

- prove that you owned the boat, modifications, options, accessories or contents
- help us identify your items.

The types of documents we ask for depend on the situation and can include:

- tax invoices for items bought or services used
- valuation, model and serial numbers
- credit card or bank statements
- photos
- repairer reports and out of water surveys
- registration documents
- finance agreements.

We may compare information you give us with a range of other sources — for example, auction or sale websites.

If you are unable to substantiate your claim by providing the relevant documents to us this may mean we may refuse to pay your claim or reduce what we pay for your claim.

Report to the Police

You must:

- as soon as reasonably possible report to the Police any theft, attempted theft, vandalism or malicious act, and
- tell us any incident report number they give you.

Appointing others to manage your claim

If you want to appoint someone to manage your claim, then you need to tell us and we need to agree that we will deal with them on your behalf. You can usually appoint someone like a family member.

We will not unreasonably withhold our consent to an appointment. However, we may have a concern with a party that may present a conflict of interest. For example, someone who supplies goods or services for your claim.

GST

If you are a business registered or required to be registered for GST purposes, then you must tell us:

- your Australian Business Number (ABN), and
- the percentage of any input tax credit you have claimed or are entitled to claim on the premium you paid.

Claims and what we pay

7

This section provides information about how we process your claim and what we pay when you make a claim for loss or damage to your boat. It also includes some examples of how we pay claims including liability claims.

When you need to make a claim, we want to help you as much as we can. We're available 24 hours a day, 7 days a week:

 13 19 03

Making a claim

Here's a summary of what happens when you make a claim for loss or damage to your boat and the key things we consider to work out what to pay for your claim. When you make a claim, we will:

- ask you some questions over the phone
- tell you what you need to send us to support your claim
- tell you if you need to pay any excess and how to pay it.

Step 1

Collecting the details

You need to collect these details if they apply to the incident:

- the co-ordinates of your position on the water
- for the person that was controlling any boat that was involved and any passengers:
 - full name, residential address and contact number
 - licence details
- for all boats that are involved:
 - boat name or registration number, and
 - insurance details

Step 2

Lodging your claim

Contact us 24 hours a day, 7 days a week:

- 13 19 03

Step 3

Inspecting your boat

- if needed, we can arrange towing for your boat after an incident
- we may need to inspect your boat and arrange quotations from any repairer or supplier

Step 4

Assessing your claim

- To assess your claim, we look at the following:
- do we cover the incident that caused the loss or damage?
- is your claim affected by:
 - any specific limits, exclusions and conditions shown throughout this PDS?
 - any general exclusions?
 - not meeting your responsibilities?

Step 5

Settling your claim

We will choose to settle your claim through any of these ways:

1. Repair your boat
2. Pay you the reasonable cost to repair your boat
3. Pay your claim as a total loss
4. Pay for other benefits or optional cover

Step 6

Excesses and other deductions

To settle your claim:

- you must contribute any excesses that apply
- if we pay your claim as a total loss, we deduct any unpaid premiums and other amounts that apply

What we pay for

If we agree to cover your claim, then we will:

- decide whether to repair your boat or pay you the reasonable cost of repairs or pay you the agreed value that applies under your policy. Our choice will have regard to the circumstances of your claim and consider any preference you may have.
- pay for any other benefits that apply to your policy
- pay for any optional covers you have added to your policy – for example, we may pay to replace your contents items if you have the option 'Contents cover'
- deduct any amounts that apply to your policy and claim – for example, excess and unpaid premiums.

The most we pay

The most we pay for loss or damage to your boat is the agreed value shown on your current Certificate of Insurance.

If you have the option 'Contents cover', the most we pay for loss or damage to your contents is the contents sum insured shown on your current Certificate of Insurance.

Other benefits

We may also pay some costs on top of the agreed value of your boat under the following 'other benefits' for:

- Clean up costs - see page 19
- Emergency transport and accommodation - see page 20
- Funeral expenses - see page 21
- Rescue services - see page 21
- Salvage costs - see page 22
- Storage costs - see page 22
- Towing on land - see page 23

How we settle your claim

We will choose to settle your claim through any of these ways. Our choice will have regard to the circumstances of your claim and consider any preference you may have.

1. Repair your boat

You can choose a marine repairer or mechanic to repair your boat.

See page 51 for what happens when we decide to settle your claim by repairing your boat.

For examples of how we settle claims, see pages 55 - 58

2. Pay you the reasonable cost to repair your boat

We can choose to pay you the reasonable cost to repair your boat.

We determine the reasonable cost to repair the damage by looking at a range of factors. That may include:

- quotes from your nominated marine repairer or mechanic and other repairers or mechanics
- reports from our assessors.

3. Pay your claim as a total loss

We may do this when we consider your boat to be a total loss or when we choose to do so.

If we pay your claim as a total loss:

- we pay the agreed value
- your policy ends
- you don't get a premium refund and we will deduct any unpaid premiums, and
- we keep your boat.

Your boat becomes our property when we pay your claim as a total loss

4. Pay for other benefits or optional cover

If we agree to pay you under any other benefits or optional cover that applies, we will choose the method of settlement and can nominate the repairer or supplier.

We may decide to repair or replace the loss or damage or pay you the reasonable costs that apply to your claim.

We only pay the cost to repair or replace the loss or damage up to the maximum amount that applies under a benefit or optional cover.

What happens to your property

Damaged property

If we settle your claim for a damaged item, then it becomes our property.

Recovered boats

If we settle your claim as a total loss for a stolen boat which is later recovered, then we keep your boat. However in some cases, we may let you keep it if we accept an offer you make us for your damaged boat.

Credit provider's rights

You must tell us if you have used all or part of your boat as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender.

This may also apply if you lease or have a hire purchase agreement on your boat.

We note your credit provider on your current Certificate of Insurance.

When you have a noted credit provider:

- we treat your boat as being under a finance arrangement
- we treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider
- we may recover any payment we make either in your name or the credit provider's name.

Payments to the credit provider

If we decide to pay you for a claim and you have a noted credit provider, we will first pay the credit provider the lower of these amounts after deducting any excess and other amounts that apply:

- the agreed value
- the cost of repairing your boat
- the balance owing to the credit provider under the finance arrangement.

However, we will only pay the credit provider if they:

- are noted on your current Certificate of Insurance
- give us any help we ask for.

If the credit provider is entitled to your boat, then we will deduct the estimated value of the damaged boat from any amount that we pay.

If we make a payment to a credit provider, then the payment discharges our obligation to you under your policy for the amount paid.

If we decide to settle your claim as a total loss, then before we settle your claim:

- we will check the Personal Property Securities Register to confirm whether any money is owing on your boat
- you must provide reasonable co-operation to enable us to resolve financial arrangements and assist with salvage.

Businesses registered for GST

Before we make a payment, we deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if we have reduced the amount we pay as described above.

Recovery actions

You agree that following provisions, which appear under the headings Recovery action by us and Recovery action by you apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

Recovery action by us

You agree we may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- some or all of the loss or damage we cover; and/or
- some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

You agree we may take such recovery action:

- without your consent;
- using your name; and
- whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- conducting legal proceedings on your behalf as a member of representative or group proceedings;

- taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings;
- exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings; and/or
- entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You agree we may exercise all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action we take, you agree we first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs we have incurred in taking the recovery action. We then pay you the amount of loss or damage you have suffered in connection with the incident for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute. Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action. We will only request information or co-operation that is required to enable us to pursue the recovery action and will provide an explanation as to why it is needed.

You must not do anything which prejudices us in taking any recovery action without our written consent. For example, you must not:

- assign your rights to anyone else; or
- opt-out of any representative or group proceedings taken by us.

Recovery action by you

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action you take, you may first keep the amount of loss or damage you have suffered in connection with the incident and for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action. You then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

You agree we may:

- take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- require you to cease recovery action that you have commenced.

Repairing your boat

If we choose to settle your claim by repairing your boat — see Option 1 on page 46 — then we decide the best way to repair the damage.

You must get our approval before you start or authorise any repairs to your boat.

Choosing a repairer

You can choose any marine repairer or mechanic to fix your boat as long as they have the necessary licences to do the repairs.

We don't cover any additional costs that may result if the repairer chosen by you is delayed or has problems getting parts.

Inspections

We may need to inspect your boat. If so, we will:

- tell you where you need to take it at a reasonable time and location, or
- arrange for it to be towed to a repairer or other place we choose at a reasonable time.

Unrepaired damage

If your boat had any unrepaired damage before an incident, then you may need to contribute to the repair costs. We will not proceed with these repairs until we have discussed this with you and sought your agreement.

You need to do that when the unrepaired damage results in us having to repair or replace more areas of your boat than:

- were affected by the incident, or
- we needed to repair or replace.

For example, you have a crash and damage your boat's steering. When the repairer tries to fix the steering, they find that the brackets holding it are corroded and need to be replaced. So, we will ask you to contribute to the cost of the repairs.

Undamaged areas

We don't repair undamaged areas of your boat to create a uniform appearance.

In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available.

If you are not satisfied with the closest match, you are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- we will pay you what it would have cost us to repair the damaged area.

Excesses and other deductions

You must contribute the excesses that apply. If we pay your claim as a total loss, we will deduct other amounts to settle your claim.

Excesses

An excess is an amount you must contribute towards the cost of your claim.

Your current Certificate of Insurance shows the amount and types of excesses that apply under your policy.

The type of excess you need to pay depends on what your claim relates to and who was controlling your boat. Also, you may need to pay more than one excess.

Table 7.1 shows the types of excesses that may apply to your claim. In some cases, you may not need to pay an excess — see 'One basic excess when you claim under two policies' on page 53 and 'When you don't need to pay an excess' on page 54.

Table 7.1: Excesses that may apply to your claim

Type of excess

Basic	Applies to most claims
Age	An age excess applies in addition to any other excess when the person controlling your boat or driving the motor vehicle towing your boat is under 25 years
Racing	Applies if you have the option 'Sailboat racing cover' and make a claim under that option
Special	Any special excess is outlined in your current Certificate of Insurance and applies in addition to any other excess

Racing excess

If you have chosen the option 'Sailboat racing cover' and you make a claim under that option, you need to pay a racing excess.

The racing excess you need to pay is whichever of these amounts is higher:

- your basic excess, or
- 25% of the cost to repair or replace the loss or damage to your boat.

Claims that are less than your excess

We only accept a claim if the total amount you are claiming for is more than any excesses that apply to your claim.

For example, if your excess is \$500, we will accept your claim for \$1,200 damage to your boat. But, we won't continue to process your claim if the damage to your boat is only \$400.

For a claim example with a racing excess, see page 58

Paying your excess

When you make a claim, an excess may apply. If so, we will:

- deduct the excess from any claim payment, or
- request you pay the excess to us or, to the repairer or supplier.

If we request you pay the excess, we will tell you who to pay and may require payment as part of the finalisation of your claim.

One basic excess when you claim under two policies

You don't need to pay the basic excess that applies under your policy if:

- your motor vehicle is comprehensively insured with us
- the same incident causes loss or damage to both your motor vehicle and boat while your boat's attached to your motor vehicle, and
- you make a claim under both policies.

You need to pay the basic excess that applies under your motor vehicle policy. And, you also need to pay any other excesses that apply under each policy.

When you don't need to pay any excess

You don't need to pay any excess that applies under your policy if:

- you make a claim for an incident that we are satisfied was the fault of another person, and
- you can give us the name and residential address of the at fault person.

When determining the excess that will apply to your claim we may need to decide if you or someone else is responsible. To do this we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

If we are unable to determine that someone else was responsible, the excess is payable.

If you want more details about excesses, see our Premium, Excess and Discounts Guide. To get a free copy:



Visit
[racv.com.au/
boatped](http://racv.com.au/boatped)



Call
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(13 7228)



Visit
an RACV shop

Other deductions

If we pay your claim as a total loss, then we deduct other amounts to settle your claim.

Unpaid premiums

If you currently pay your premium by monthly instalments, then before we pay your claim we deduct:

- any monthly instalments that are due but haven't been paid
- the monthly instalments that cover the rest of your policy period.

Value of your damaged boat

In most cases when we pay your claim, we keep your boat. However, if we accept an offer you make us for your damaged boat, then we'll deduct that amount before we pay your claim.

How we pay claims – some examples

In this section, we outline examples of how we may pay some claims.

These claims are based on certain scenarios. Any amount we pay for your claim depends on the details that apply to your situation.

Claim 1: Replacing your motor

You hit a log that is under water and cause damage to your motor.

We decide to pay you the reasonable cost to replace your motor. The cost for a new motor is \$4,500.

Agreed value	\$10,000
Basic excess	\$200

How we settle your claim

We pay you \$4,300 as follows:

Cost for a new motor	\$4,500
Less basic excess	– \$200
TOTAL	\$4,300

Claim 2: Repairing your boat

You lose control of your boat while heading towards a boat ramp and crash into someone else's boat. You are at fault for the crash.

We decide to repair your boat. The cost to repair your boat is \$2,850. The cost to repair the damage to the other boat is \$3,600.

Agreed value	\$15,000
Basic excess	\$500

How we settle your claim

You need to pay your marine repairer your basic excess of \$500.

We pay your marine repairer \$2,350 (that is, \$2,850 - \$500).

We pay the owner of the other boat \$3,600. We pay that under your 'Liability cover' – see page 25.

Claim 3: Liability claim for personal injury

You lose control of your boat while heading towards a boat ramp and crash into someone else's boat. When you hit the other boat, a passenger on that boat falls over and breaks their leg. You are at fault for the crash.

A court decides that you are liable to pay \$15,000 for the personal injury claim made against you by the passenger.

Liability cover	\$10 million
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How we settle your claim

See 'Claim 2: Repairing your boat' for how we settle the damage to your boat and the other boat.

We pay the passenger on the other boat \$15,000.

We pay our lawyers \$3,200 to represent you in the court proceedings.

Claim 4: Total loss

Your boat catches fire while you are on the water. Your boat needs to be salvaged. The cost to move your boat is \$1,200.

We decide that your boat is a total loss.

You pay your premium by monthly instalments.

Agreed value	\$50,000
Basic excess	\$1,000
Unpaid monthly instalments	\$80 per month x 4 unpaid instalments

How we settle your claim

We pay \$1,200 to the salvage company.

We pay you \$48,680 as follows:

Agreed value	\$50,000
Less basic excess	- \$1,000
Less remaining unpaid monthly instalments	- \$320
TOTAL	\$48,680

Your policy ends. We keep your boat.

Claim 5: Contents

Someone breaks into the locked cabin on your boat and steals some of your contents.

You have the option 'Contents cover' — see page 29.

The cost to repair the damaged cabin door is \$650.

'Contents cover' option	Yes
Contents sum insured	\$9,000
Basic excess	\$500

How we settle your claim

We pay you \$5,150 to repair your door and to replace your contents as follows:

Repairs to cabin door	\$650
Portable fridge	\$1,300
Fishing rod	\$1,500
Diving equipment	\$950
Portable GPS	\$1,250
Less basic excess	- \$500
TOTAL	\$5,150

The most we pay for any one contents item is \$1,500.

Your optional 'Contents cover' continues for \$9,000.

Claim 6: Racing excess

You have a crash with another boat while taking part in a race.

You have the option 'Sailboat racing cover' — see page 33.

We decide to repair your sailboat. The cost of the repairs is \$2,000.

Under 'Sailboat racing cover', the racing excess you need to contribute is whichever of these amounts is higher:

- your basic excess, or
- 25% of the cost to repair or replace the loss or damage to your boat.

'Sailboat racing cover' option	Yes
Agreed value	\$15,000
Basic excess	\$300
25% of repair costs	\$500

How we settle your claim

You need to pay your marine repairer the racing excess of \$500.

We pay your repairer \$1,500 (that is, \$2,000 - \$500).

Other information you need to know



When you take out insurance with us, you need to know some other important things like the changes you can make to your policy, how we resolve a complaint and how we manage your personal information.

Changes to your policy

This section describes the changes that you or we can make to your policy.

Additional premium or refund

When a change is made to your policy, you may need to pay us an additional premium or we may need to refund part of your premium.

If the additional premium we need to charge you is less than \$15, then we'll waive it — that is, you don't need to pay it. If the amount we need to refund is less than \$5, then we'll donate it to charity.

Changes you can make

You may need to make a change to your policy or decide to cancel it.

To make a change to your policy or to cancel it:



Call
13 RACV
(13 7228)



Visit
an RACV shop

You change your policy

You may want to make certain changes to your policy. This may include adding options to increase your cover, increasing your basic excess so you pay a lower premium or replacing your boat with a new one.

An additional premium may apply to the requested change. You are required to pay the additional premium at the time the changes are made. If we make the change before you pay any additional premium, then you must pay the additional premium by the date we tell you it is due, or we may remove the change from your policy. If we cannot remove the change and maintain cover, we may cancel your policy.

If we agree to make the change, we will:

- issue you with a current Certificate of Insurance
- refund any amount we owe you.

You change your contact details

If you change your contact details — for example, your mailing or email address — then you must tell us as soon as reasonably possible. If you don't, then we will consider that you received your policy documents (that we sent to your old address) even though you didn't.

We will continue to send your policy documents to your nominated mailing or email address until you tell us to update your contact details.

You want to cancel your policy

You may decide to cancel your policy because you sell your boat or you no longer want your policy.

If you tell us to cancel your policy and you:

- paid an annual premium, we will refund your unused premium after we deduct an amount that covers the period that you have been insured for
- pay your premium by monthly instalments, we will deduct any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

If you tell us to cancel your policy within the 21 day cooling-off period, we'll give you a full refund — see page 14.

If you sell or give away your boat and replace it with another boat, then we may cover the replacement boat under 'Temporary cover' — see page 22

Changes we can make

We may need to cancel your policy or give you written notice about your policy.

We cancel your policy

There may be circumstances when we need to cancel your policy. We will only do that if the law allows it.

If we cancel your policy, we will:

- give you notice, if required, and
- refund your unused premium after we deduct an amount that covers the period that you have been insured for.

However, if you're currently paying your premium by monthly instalments, then you must pay us any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

We give you notice

We may need to give you notice or contact you about your policy – for example, to let you know that we won't be renewing your policy or that we're changing your policy conditions.

We will give you notice or contact you through one or more of these ways:

- give you notice in person
- contact you or give you written notice by fax or electronically – for example, see page 11 about 'Receiving your policy documents'
- post it to your last known mailing address
- send you an electronic link so you can access the notice, or
- contact you by telephone.

How to resolve a complaint or dispute

8

Other information you need to know

We and RACV Insurance want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of the complaint and dispute resolution procedures.

To get more details:

- call 13 RACV (13 7228)
- visit an RACV shop
- visit racv.com.au

Step 1

Talk to a staff member

If you have a complaint, the first thing to do is call 13 RACV (13 7228) or go into your local RACV shop and talk to one of the staff.

If the staff member is unable to resolve the matter for you they will refer you to a manager.

If you are not satisfied with the response, you can go to step 2.

Step 2

Contact RACV Member Relations

If the matter is still not resolved, the manager will refer you to the RACV Member Relations Department, who will arrange a review of your complaint.

If you are not satisfied with the response to your complaint, you can go to step 3.

Step 3

Seek an external review of the decision

You are entitled to seek an external review of the decision. Information about the options available to you will be provided, including if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Privacy of your personal information

We and RACV Insurance value the privacy of personal information we and RACV Insurance collect about you.

We and RACV Insurance collect your personal information directly from you or through others including entities listed in our Privacy Policy and the RACV Privacy Charter (Policies). They include our and RACV Insurance’s related entities, agents and distributors.

How we use your personal information

We and RACV Insurance and the parties listed in the Policies will use your personal information for the purposes it was collected for. Those purposes usually include to provide you with assistance, and a product or service you requested. Your personal information may also be used for other purposes that are set out in the Policies. You may choose to not give your personal information. However, not giving your personal information may affect our and RACV Insurance’s ability to provide you with a product or service, including processing a claim.

Further information

We and RACV Insurance may disclose your personal information to:

- related entities
- service providers — which includes some service providers that may be based overseas, and
- other parties as set out in the Policies.

The Policies provide more information about how we and RACV Insurance collect, from whom we and RACV Insurance collect and how we and RACV Insurance hold, use and disclose your personal information. The Policies also provide information about how you can:

- access your personal information
- ask us and RACV Insurance to correct your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how we and RACV Insurance will deal with your complaint.

To get a free copy of the RACV Privacy Charter:



Visit
racv.com.au



Call
13 RACV
(13 7228)



Visit
an RACV shop

To get a free copy of our Privacy Policy:



Visit
iag.com.au/master-privacy-policy

Your consent

You agree to us and RACV Insurance collecting, holding, using and disclosing your personal information as set out in the Policies when you:

- provide us and RACV Insurance with your personal information, or
- apply for, use or renew any of our and RACV Insurance's products or services.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit us to high standards of service
- to promote better, more-informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints you make about us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to you:

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from www.fcs.gov.au.

Definitions

We've given special meaning to the following words:

Accidental damage Damage that is caused unintentionally.

Act of terrorism Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

Agreed value The agreed value is the amount we agree to insure your boat for. It includes:

- any modifications, options or accessories that are attached to your boat
- GST.

Your current Certificate of Insurance shows the agreed value that applies under your policy.

Boat tender A small boat you only use to get to or from your boat. You usually tow it behind your boat or carry it on your boat.

The most we pay for loss or damage to your boat tender — including its motor — is \$2,000.

We pay this as part of your agreed value.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Contents

The items shown in Table 5.1 on page 29 that you or your family own or are responsible for that are not permanently attached or fixed to your boat.

We only cover your contents if you have the option 'Contents cover'.

Dry stored boat

A boat that you store out of the water on a rack or shelf that is designed to hold that type of boat.

Equipment and accessories

The equipment and accessories we cover as part of your boat are:

- equipment you legally need to carry on your boat — for example, fire extinguishers, life jackets and mandatory safety equipment
- tools that you permanently keep on your boat for emergency, breakdown and maintenance reasons including spare parts for your boat
- protective covers and canopies — including biminis — that are specifically designed for your type of boat.

Excess

The amounts you contribute towards the cost of your claim. Your current Certificate of Insurance shows the amount and types of excesses that apply under your policy.

Family	Your family — which means your spouse and any member of your family or your spouse's family – who normally live with you at your home.
Flotation device	A device that's usually inflatable that is made and designed to be ridden by someone while being towed by a boat. It does not include tyre inner tubes, waterskis, wakeboards, kneeboards, slalom skis, parasails, hang gliders (or other aerial devices), sailboards, surfboards, surfskis or similar objects.
Hull	The hull is: <ul style="list-style-type: none"> • the frame or body of your boat • deck • cabin • fixtures and fittings that are permanently attached to your boat — for example, winches, a fixed fridge, fixed fishing rod holders, railings and any GPS or fish finder that is permanently wired in.
Incident	A thing or series of things that arise out of one event.
Moored boat	A boat that you secure to a mooring.
Mooring	Something in the water that you can secure your boat to like a post, stake, pile or pontoon. It does not include an anchor.
Motor	A device that propels or powers your boat through the water. This includes fixtures like controls, propellers and fuel tanks.
Policy documents	Documents and other notices which: <ul style="list-style-type: none"> • we need to send to you by law • relate to your policy. <p>These include your Certificate of Insurance and renewal and cancellation notices.</p>
Policy period	The period that is covered by your policy. Your policy period is shown on your current Certificate of Insurance.

Premium	<p>The total amount you pay for the cover you've chosen. It includes government charges such as GST and other duties or levies that apply.</p> <p>If you pay by monthly instalments, your premium is the total of the instalments you need to pay over the policy period.</p> <p>Your premium is shown on your current Certificate of Insurance.</p>
RACV Insurance	RACV Insurance Services Pty Limited ABN 74 004 131 800 AFS Licence No. 230039 which is the distributor of your policy.
Total loss	We decide to pay you the agreed value that applies under your policy.
Trailer	A device that is specifically designed to carry your boat and be towed behind a motor vehicle.
We, us, and our	is the product issuer named on the inside cover of this Product Disclosure Statement and Policy Booklet.
You	All the people named as the insured on your current Certificate of Insurance.
Your boat	<p>Your boat is made up of:</p> <ul style="list-style-type: none"> • a hull • motors — which includes any auxiliary and trolling motors • masts, spars, rigging and sails • equipment and accessories • a boat tender • a trailer.

Notes

Notes

Notes



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of Victoria (RACV) Ltd**

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Claims Assistance 13 19 03

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