Pleasure Craft Insurance Policy

Product Disclosure Statement and Policy Document

CLUB MARINE INSURANCE

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Club Marine Pleasure Craft Insurance

Product Disclosure Statement

Section A - About Club Marine Pleasure Craft Insurance

About Club Marine and Allianz Australia

Allianz Australia Insurance Limited AFS Licence No. 234708 (ABN 15 000 122 850) of 2 Market St, Sydney NSW 2000, is the insurer of the Club Marine Pleasure Craft Insurance.

Club Marine Limited AFS Licence No. 236916 (ABN 12 007 588 347) of 40 The Esplanade Brighton, Victoria 3186 is an Australian organisation that specialises in providing insurance products for pleasure craft and commercial leisure craft. Evolving from a background of more than 40 years as a specialist in pleasure craft insurance, Club Marine provides Boat owners and their families with an integrated range of services designed to maximise their enjoyment on the water.

Club Marine and its authorised representatives have been given a 'binding' authority by Allianz to issue, vary and dispose of this insurance and settle claims as agents of Allianz as if they were the insurer. Please refer to the Financial Services Guide of Club Marine and its authorised representatives for full details of their authority.

About Our Product Disclosure Statement

This document is important. You should read it before making a decision to purchase this insurance. It will help You to:

- Decide whether this insurance meets Your needs; and
- Compare this insurance with others You may be considering.

You should read this document in its entirety to understand the coverage available and the Terms and Conditions which apply in relation to this Insurance.

Any advice contained in this document is general advice only and does not take into account Your individual objectives, financial situation or needs.

Because of this You should consider the appropriateness of the advice and this product having regard to Your objectives, financial situation and needs.

We may need to update this document from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a supplementary PDS to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this Insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes.

You can get a paper copy free of charge by contacting Club Marine or accessing its website www.clubmarine.com.au.

Preparation Date: 01/02/2017

Significant features and benefits of the Club Marine Pleasure Craft Insurance Policy

By way of summary only, this Pleasure Craft Insurance provides the following covers:

Section 1 Accidental Loss or Damage to Your Boat

This section covers Accidental Loss of or Damage to or Theft of Your Boat and certain other property up to the sum insured and limits specified in the Schedule or this document. Specific limits apply to certain property such as Fishing Gear, Water Ski Equipment, Diving Equipment, Tools and Personal Effects. You may select for Your Boat to be insured on either an Agreed Value or Market Value basis. This determines the way in which a claim for Total Loss or Constructive Total Loss is managed and settled.

If Your Boat is insured for Market Value, the amount We pay may be less than the Sum Insured shown on the schedule, being determined with reference to the actual value of Your Boat to which the Total Loss or Constructive Total Loss relates immediately prior to the loss. The Sum Insured, in this case, is a maximum amount only.

If Your Boat is insured for Agreed Value then the amount We pay will be based on the value of the Boat to which the Total Loss or Constructive Total Loss relates as agreed between You and Us at the time the Policy is taken out, renewed or updated.

Section 2 – Liability to other people

This section covers Your and certain other persons' legal liability to pay compensation for property damage, and in some cases death and Injury, up to the sums insured noted on the Schedule (including legal costs and expenses) to other people in certain circumstances.

Section 3 – Injury to the Named Insured

This section covers Named Insureds up to the sums specified in this document and the Schedule for death and certain specified Injuries.

If more than one person is a Named Insured, the amount paid to each insured will be the amount payable under this section divided by the number of insureds.

Please refer to each cover section for details of the basis on which We settle any claim under the above cover sections.

Make sure You understand what is and is not covered

Section B of this document sets out the cover(s) We are able to provide You with. You need to decide if the limits, type and level of cover(s) are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for Yourself.

Not everything is covered by this Insurance. Policy limits and conditions apply. It is important that You read this document carefully, so that You can understand what We cover and the limitations.

Read 'Words with special meanings' (see pages 10 to 15) to ensure You understand what We mean by terms used in relation to the cover We provide. For example 'Market Value' and 'Agreed Value' are defined terms that affect what We cover You for.

Make sure You understand what We specifically exclude. Each cover has specific exclusions that apply to it.

You should also ensure that You comply with the 'General conditions' and 'Claims conditions' of the Policy which set out certain obligations that You have. If You don't comply with them We may refuse to pay a claim.

We will only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

For full details of what We do and do not cover please read this document together with Your Schedule once issued.

Excess

If You make a claim under Your Policy You may first have to pay an Excess. We pay the relevant amounts We cover You for above any Excess. We tell You when You apply for cover what Excess(es) apply and the amount(s). We specify any Excess on the Schedule when We issue cover.

Applying for cover

To apply for this insurance You must complete Our application form and send it or submit it online to Us. Depending on the information You provide on Your application, We may ask You for further information.

When completing the application or providing Us with additional information in relation to Your application, You must comply with Your Duty of Disclosure. For details of this duty refer to 'Your Duty of Disclosure' on page 40 of this document.

Where We agree to provide cover We will issue You with a Schedule which sets out:

- The Period of Insurance;
- Your premium;
- The covered property;
- The limits for those covers;
- The Excesses that will apply to You or others; and
- Any variation to the standard terms.

The premium We charge You is based on a number of factors including Your risk profile (e.g. where Your Boat is located, the type of Boat being insured and its value, and Your insurance history etc.) It includes any amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges (eg Stamp Duty and GST and Fire Services Levy where applicable) in relation to Your Policy as well as other additional charges We tell You about.

We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid. Additional charges may apply if You pay Your premium by instalments. Special conditions also apply to instalment payments – see the "General conditions" section of this document for details.

You may be eligible for a 'No Claim Bonus', which is a discount off Your premium. The No Claim Bonus You receive will depend on the number of years You have insured Your Boat and the number of claims You have had. You are eligible for the maximum No Claim Bonus if You have experienced no pleasure craft related claims in the last five years.

Your Schedule will show a no claim rating from 1-5. The No Claim Bonus works as follows:

Rating 1 – receives a 25% discount

Rating 2 – receives a 20% discount

Rating 3 – receives a 15% discount

Rating 4 – receives a 10% discount

Rating 5 – receives no discount.

Your No Claim Bonus will be reduced by 2 ratings for any claim You make under the Policy. (e.g. If You were on a No Claim Bonus rating 1 and make a claim Your next renewal would be offered on rating 3). Where You do not have a rating 1, You improve one rating each year that You do not make a claim. The above discounts may be changed by Us on renewal and We will tell You when this is the case.

For each claims free year You have with Club Marine without a break in cover, Your Policy gains protection points. Once You have five (5) protection points (i.e. 5 years claims free) and then make a claim, Your No Claim Bonus rating will not be affected by that claim. However any subsequent claims may affect Your No Claim Bonus rating.

Receiving Your Policy documents

You may choose to receive Your Policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that You choose to receive Your documents electronically, We will send them to the email address that You provide Us, not Your mailing address. Any documents sent by email will be considered to have been received by You 24 hours from the time We sent them to Your email address.

If You do not tell Us to send Your documents to You electronically, then We will send them to You by post to the mailing address that You have provided Us.

It is Your responsibility to make sure that both the email and mailing address You have provided Us are up to date. This means You need to let Us know if You change Your email or mailing address as soon as it happens.

Cooling off period

You can ask Us to cancel Your Policy within 14 days from:

- the date We issued You a new Policy; and
- the start date of a Policy that You have renewed

and in either of these situations, provided You have not made a claim or an event has not occurred that could give rise to a claim on Your Policy, We will refund Your premium.

We may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Us that are reasonably related to You buying and cancelling Your Policy and any government taxes or duties We cannot recover.

In addition to Your 14 day cooling off period You have cancellation rights (see 'Cancellation rights' on page 29 for full details of Your cancellation rights).

Paying Your premium

You must pay Your premium on time. You can pay Your premium as a:

- lump sum annually; or
- in monthly instalments by direct debit from a bank account or credit card You nominate.

What happens if You don't pay Your premium on time

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

Section B – Your cover

Where We have agreed to cover You, Your Policy will consist of:

- This printed Product Disclosure Statement, which sets out details of Your cover and its limitations;
- The Schedule We issue to You, which shows the terms and conditions that apply specifically to You, such as the Excesses that apply, the maximum speed of Your Boat and any Geographic Limits; and
- Any written endorsements We issue amending the terms of the cover or any other document that We tell You forms part of the terms and conditions of Your cover.

You should carefully read and retain this document, the Schedule and any other document referred to above. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

Where We have agreed to cover You We will insure You for the cover(s) specified on the Schedule for the Period of Insurance on the basis:

- that You have paid, or agreed to pay Us the premium for the cover(s) You selected when You applied for this insurance and which the Schedule indicates are in force;
- of the verbal and/or written information provided by You which You gave having been advised of Your Duty of Disclosure either verbally or in writing. If You failed to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel Your Policy. If You have told Us something which is fraudulent, We also have the option of avoiding Your Policy from its beginning.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of non-disclosure under the heading 'Your Duty of Disclosure' on page 40.

Words with special meanings

To understand this Policy, You need to know what We mean by certain words. We explain the meaning We give these important terms below:

'Accidental Loss or Damage' means physical loss and/or damage which occurs by Accident.

'Accident' means a happening that is unforeseen and unintended by You.

'Agreed Value' means the amount We agree to pay in the event of a Total Loss of the entire Boat less the Policy Excess. This amount is agreed by both You and Us in writing and valid until the next renewal date.

'Boat' means the Insured Boat described in the Policy schedule; including each of Your Insured Components or a Replacement Boat.

'Boat Tender' means an auxiliary Boat or dinghy (including motor) which is carried on deck and that is used to service the insured Boat for example as a lifeboat or way of transportation to Your moored Boat. Boat Tender excludes personal watercraft unless agreed and extended in writing.

'Computer Technology' includes but is not limited to, any or any combination or part of data, computer hardware, operating system, application, software and computer chip including microprocessor chip or embedded control logic and irrespective of by whom it is owned or operated.

'Club Care Benefits' means assistance following an emergency or unforeseen incident which gives rise to a claim under this Policy including:

- Emergency delivery of fuel;
- Returning Your Boat to Your home or location of Your Boat's usual berth, mooring or storage facility as shown in the Schedule following repairs;
- Reasonable costs of;
  - medical evacuation and patient transport;
  - temporary accommodation (up to five nights); and
  - Transport home (economy class or equivalent)

'Depreciation' means the reduction in value of the Boat or other property over time as a result of age, condition and normal wear and tear.

'Diving Equipment' means masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices, compressors owned by You.

'Equipment and Accessories' means safety equipment that meets statutory or other legal requirements and any other equipment. This includes Boat canopies, Fishing Gear (but not fishing tackle), Water Ski and wakeboarding Equipment, Diving Equipment and Tools. Air docks/berths upon application with nominated value and agreed to by You and Us in writing. It excludes Personal Effects and anything not owned by You unless You advise Us and We agree to extend cover in writing.

'Excess' means the amount shown on the Schedule which You must first pay when You make a claim under Your Policy (see the section of this Policy called 'Claims conditions' for more details on Excess payments).

No Excess is applicable to third party Injury claims under Section 2 and Section 3 of the Policy.

Berthing - Unless We have specified otherwise in the schedule (e.g. a specific cyclone excess), no Excess is payable where at the time of the loss Your Boat is stationary and in its pen/berth at the commercial marina or Your private jetty/pontoon named in the Schedule as the usual place of storage. Please note that the marina or private jetty/pontoon must be suitably designed and engineered to accommodate Your Boat and be adequately maintained. The standard excess will apply from the time the Motor is started.

'Fishing Gear' means rods & reels (but not fishing tackle) used for the purpose of recreational/sport fishing owned by You.

'Geographic Limits' means:

- Whilst Your Boat is stored on land or is in transit on its own trailer within either Australia or New Zealand.
- Waters up to 250 nm off the Australian mainland and Tasmania, and the New Zealand North and South Islands unless:
  - Restricted on the Schedule or
  - Extended on the Schedule

Your Policy will be automatically suspended when Your Boat clears Australian or New Zealand customs and Immigration for the purpose of leaving Australian or New Zealand waters and will recommence when it clears Australian or New Zealand Customs and Immigration on return (unless You advise Us and We agree to extend cover in writing.)

Also refer to page 31, Geographic Limits heading under the General Exclusions.

'Hull' means the hull, deck, cabin, deck fixtures and fittings on or below the deck.

'Injured' or **'Injury'** means bodily injury caused solely and directly by violent, external and visible means, including exposure to the elements caused by them.

'Insurance Broker' means a licensed insurance broker appointed by You to act on Your behalf.

'Insured Components' means:

- Hull(s)
- Motor(s)
- Trailer
- Equipment & Accessories;
- Boat tender; and
- Personal Effects but only when on the insured Boat or the Boat Tender

'Latent Defect' Any flaw in the material used in the construction of the Boat that has now become evident and would not have been discoverable by a competent tradesperson carrying out an inspection.

'Lawful Seizure' loss or damage to Your Boat caused directly by any government authority acting in the interest of public welfare to prevent or mitigate a pollution hazard which has arisen directly from damage to Your Boat which is covered by this Policy.

'Lay Up' cover is noted as applying to Your Policy on the Schedule, We will only cover You for Accidental Loss or Damage to Your Boat that occurs when the Boat is within the gates, walls or fences of Your home address specified on the Schedule (or at another location if You advise Us and We agree to extend cover in writing) during the months specified on the Schedule.

Lay up is extended to cover whilst going to, at, and returning from a Boat dealer for servicing and maintenance or during a claim. Can be amended by contacting Us or Your Insurance Broker.

'Market Value' means the sale value of the Boat immediately prior to the claimed loss or damage taking into account the condition and location of the Boat.

'Masts, Spars, Rigging and Sails' means the masts, booms, fittings, spinnaker poles, standing and running rigging and sails of Your Boat.

'Moorings' means the structure and equipment, not being part of the Boat, used to secure a moored Boat at a marina, yacht club, wharf, jetty, pier or location when not navigating.

'Motor' means stern drive units, inboard and outboard engines described in the Schedule and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, battery and control cables and generator.

'Period of Insurance' means the period of insurance shown on the Schedule, subject to prior termination in accordance with the Policy.

'Personal Effects' means personal items belonging to You or Your immediate family, limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses and manchester.

'Policy' means Our agreement with You, including this policy wording, the Schedule and any endorsements We issue in writing which may change the standard cover.

'Recovery/Detention' means loss or damage to Your Boat and reasonable legal expenses incurred in the release of Your Boat following impounding, arrest, detention, confiscation or similar act by any government as a result of any act committed without Your knowledge by a charterer, or crew member.

'Removal of Wreck Costs' means costs incurred by You by order of government or local authority (or for which You become legally liable) associated with the raising, recovery and disposal of the wreck of Your Boat following an insured event.

'Repairer's Negligence' means loss or damage to Your Boat caused by the negligence of any repairer engaged by Us to repair Your Boat in relation to a previous claim on Your Policy. This does not include cover for Section 2 of the Policy (Liability to other people).

'Replacement Boat' means a Boat purchased by You to replace Your Boat described on the Schedule, which has been notified to Us within 30 days of its purchase and agreed to be covered by Us in accordance with Your Policy.

'Salvage Charges/Precautionary Measures/Emergency Assistance' means reasonable charges and expenses incurred by You in preventing or minimising any loss or damage covered by Section 1 of Your Policy. Such charges are paid in excess of any payment for the loss or damage to Your Boat and are not limited by the sum insured.

'Schedule' means the schedule in respect of Your Policy, which We have most recently given to You or sent to Your last known address.

'Social Yacht Racing' means yacht racing which does not include the use of spinnakers and/or extras, and not exceeding a distance of 25 nm measured by the most direct route of the course, within the Geographical Limits of the Policy.

'Theft' means a claim resulting from someone taking Your Boat or Insured Components without Your knowledge, consent or agreement with the intention of depriving You of them.

'Tools' means tools kept permanently on Your Boat for emergency, breakdown and maintenance purposes.

'Total Loss' means:

(a) In respect of the Boat - irretrievable loss of Your entire Boat. A Boat is also considered to be a Total Loss (Constructive Total Loss) in circumstances where, following insured damage, Your Boat is, in our opinion, uneconomical to repair or requires repairs costing more than the Agreed Value or Market Value of Your Boat (whichever applicable).

(b) In respect of Insured Components of the Boat - irretrievable loss of the claimed item(s). The lost or damaged item will also be considered to be a Total Loss (Constructive Total Loss) in circumstances where, following insured damage, the item is, in our opinion, uneconomical to repair or requires repairs costing more than the Market Value of the claimed item or the sum insured for that item (where specified).

'Trailer' means the trailer noted as covered in the Schedule and its winch including power winch.

'Water Ski Equipment' means water skis, wakeboards, knee boards, ski biscuits, vests and ropes owned by You.

'We', 'Us' and **'Our'** means Allianz Australia Insurance Limited (ABN 15 000 122 850) of 2 Market Street, Sydney NSW 2000 (the insurer of Your Policy), through its agent Club Marine Limited ABN 12 007 588 347.

'You', 'Your' or **'Named Insured(s)'** means the person or persons/company named on the Schedule.

Please remember, if more than one person is insured by this Policy, any 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.

Please note that the following covers (Sections 1, 2 and 3) are subject to the sections of this Policy called 'General conditions', 'General exclusions' and 'Claims conditions' as well as the other terms of Your Policy.

Section 1 – Accidental Loss or Damage to Your Boat

What We cover

We will cover You for:

- Accidental Loss of or Damage to Your Boat
- Repairer's Negligence
- Theft of Your Boat
- Damage resulting from a Latent Defect which has caused loss or damage to Your Boat (but excluding the cost of rectifying the Latent Defect itself)
- Lawful Seizure, but not if it results from a lack of reasonable care in the safeguard, protection and/or security of Your Boat or illegal activities
- Recovery/Detention

which occurs during the Period of Insurance within the Geographic Limits:

- on water, on land, in storage; or
- if You are involved in volunteer marine rescue; or
- whilst Your Boat is in transit:
    - on its own Trailer provided Your Boat is designed to be towed on the Trailer and all statutes and laws regarding the towing of Your Boat on the Trailer are complied with; or
    - whilst being transported by a professional road haulier 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).

What We will pay in the event of a claim

When there is a Total or Constructive Total Loss of Your entire Boat or one or more Insured Components of Your Boat We will at Our option, (subject to payment of the relevant excess and any premium adjustment) either:

1. replace Your Boat (or Insured Components of the Boat which have been lost); or
2. pay You the reasonable cost of repairing or replacing Your Boat (or the Insured Components of the Boat which have been lost) or
3. settle the claim by payment of a cash sum calculated as follows:
    - If an Agreed Value for the Boat or Insured Components lost has been specified, the Agreed Value for the Boat, or Insured Components, as applicable, specified in the Schedule.
    - If the Boat or Insured Component is insured for Market Value – an amount based on the assessed value of the Boat or item in the immediate pre-loss condition, but not exceeding the Sum Insured specified in the Schedule.

Where no value is specified for an item in the Schedule, that item is insured for Market Value.

If We make a Total Loss payment, whether it is for the entire Boat or one or more of its Insured Components, We are entitled but not obliged to take ownership of the Boat to which the Total Loss payment relates.

For damage or partial loss:

1. We will reimburse You for the reasonable cost of repairs and/or replacements required to bring the Insured Components as near as possible to its appearance and condition immediately prior to the claimed loss or damage.
2. The reasonable cost of repairs will not include any extra costs associated purely with creating a uniform appearance to match the undamaged portion of the Insured Components.
3. We may, subject to criteria including but not limited to the age, usage and condition of the Insured Components, take into account reasonable Depreciation in settling the claim.

For the following items the maximum We will pay (not in addition to the Sum Insured) is:

- Fishing Gear, Water Ski Equipment, Diving Equipment and Tools - $1,500 (incl. GST) for each item and $10,000 (incl. GST) in total for all claims combined unless otherwise agreed on the Schedule;

- Personal Effects - $1,500 (incl. GST) for each item and $10,000 (incl. GST) in total for all claims combined unless otherwise agreed on the Schedule.

Additional Covers

Race Entry Fees

We will cover You for loss of entry fees that are not refundable and paid by You and Your crew should a claim under the Policy cause You to withdraw from a fishing tournament or yacht racing event up to $2,000 (incl GST). The cover provided by this benefit will only be paid if the loss or damage sustained by Your Boat necessitates Your withdrawal and no Excess will apply for these costs.

Salvage Charges/Precautionary Measures

We will also pay, over and above the Section 1 sum insured shown on the schedule, but not exceeding an amount equal to the value of the Boat in the aggregate per event, the reasonable costs of minimising or preventing further insured loss to Your Boat or Insured Components following an insured event. This includes, but is not limited to:

- Salvage costs to recover the Boat or remove it to safety, if Your Boat gets into difficulties or is damaged by an insured event whilst afloat;
- The costs of inspecting the hull of Your Boat following an Accidental grounding (or a deliberate grounding to prevent further loss or damage to Your Boat following an insured event) to ascertain the extent of damage, if any.

Removal of Wreck Costs

We will also pay, over and above the Section 1 sum insured shown on the schedule, but not exceeding an amount equal to the value of the Boat in the aggregate per event the cost of removing the wreck of Your Boat where You are legally required to remove it by local or government authorities

Club Care Benefits

We will also pay (without application of an excess) up to $5,000 (incl GST) in total for all Club Care Benefit claims.

Land Towing

We will also pay up to $1,000 for land transit towing costs in towing Your Boat by trailer to the nearest place where repairs can be made (provided Your Boat is designed to be towed by a trailer).

What We don't cover

A. Types of property

We will not cover You for loss or damage to:

1. Cameras, portable radios and mobile phones, provisions and fuel, unless You advise Us and We agree to extend cover to them in writing
2. Moorings
3. Personal Effects of You, Your family or any passengers on Your Boat, Tools, Fishing Gear, Water Ski Equipment, Diving Equipment and other sports/leisure equipment not normally sold with the Boat unless they were stored on or being used on Your Boat at the time of loss or damage;
4. The tyres of Your trailer, that occurs by applying the brakes, or by punctures, cuts, or bursting of tyres

B. Events

We will not cover You for:

1. The cost of improving or altering Your Boat
2. The cost of
    a. rectifying a latent defect, fault or error in design or construction
    b. repairing or replacing any part of Your Boat due to mechanical and/or electrical breakdown or failure, unless We have agreed to extend cover in writing.
    c. Osmosis, blistering, fibreglass or surface coat blistering or delamination in the absence of an any evidence of accidental physical impact by an object or materials other than water which has caused a deformation in part of the hull from which the condition has propagated.
3. Replacement of mechanical or electrical parts with items that are not in accordance with the manufacturer's original specifications

4. Malicious damage caused by any person or persons named in the Schedule
5. Emotional, psychological or sentimental loss which occurs due to loss or damage sustained to Your Boat
6. Loss or damage:
    a. to an outboard Motor when secured to Your Boat or the Boat Tender in a manner other than that specified or recommended by the manufacturer of the Motor, Your Boat or the Boat Tender;
    b. to a Motor caused by or resulting from seizure and/or overheating unless caused by an external blockage
    c. which is a secondary financial loss sustained by You as a result of loss or damage to Your Boat or other insured property or associated loss or damage
    d. to sails caused by crew error, the wind, or water, unless Your Boat is stranded, sunk or in a collision or suffers mast or rigging failure
7. Theft:
    a. By persons to whom Your Boat has been entrusted;
    b. Of Personal Effects of You, Your family or any passengers on Your Boat, Tools, Fishing Gear, Water Ski Equipment, Diving Equipment and other sports/leisure equipment not normally sold with the Boat unless this there is visible evidence of forcible and/or violent entry into a lockable part of Your Boat.

Section 2 – Liability to other people

What We cover

We will cover the following persons for their legal liability to pay compensation in circumstances specified in 1. to 5. below, up to the sums insured noted on the Schedule inclusive of legal costs and expenses (as specified in 6. below), to another party.

1. Use of Your Boat

You or any person in charge or control of Your Boat with Your permission (excluding Boat builders, repairers, yacht clubs and marine operators except as provided by this section), for death or Injury and/or damage to property during the Period of Insurance caused by or arising out of the use of Your Boat within the Geographic Limits;

2. Use of another Boat

You for death or Injury and/or damage to property during the Period of Insurance caused by or arising out of the use by You of another Boat (including its hull, motor, masts, spars, rigging and sails and tender), within the Geographic Limits, provided:

- You have permission to use the other Boat from its owner;
- Your Boat is not being used at the time; and
- You or any member of Your household do not own or have an interest in the other Boat.

3. The discharge, release or escape of fuel, lubricants or sewage from holding tanks

You for property damage during the Period of Insurance caused by or arising from sudden and accidental pollution directly or indirectly arising from the discharge, release or escape of fuel, lubricants or sewage from holding tanks from Your Boat within the Geographic Limits, other than liability arising from or connected with:

- Your own recklessness, deliberate actions or misconduct;

- The recklessness, deliberate actions or misconduct of any person in possession of Your Boat with Your permission;
- Fuel or lubricants not being used in connection with the operation of Your Boat at the time of loss; or
- Fines, punitive, aggravated or exemplary damages.

We will pay no more than $500,000 (incl. GST) for any one discharge, release or escape or series of discharges, releases or escapes arising out of the same event in relation to this cover, including legal expenses.

4. Water-skiing

(Only applies when the Schedule shows that You have selected this option)

You and/or any person using Your Boat with Your permission and/or any person engaged in water-skiing, wakeboarding and/or aquaplaning activities (using only recognised and commercially manufactured Water Ski and/or wakeboarding Equipment and/or barefoot water-skiing) while being towed by Your Boat within the Geographic Limits during the Period of Insurance, for:

- Death or Injury to a water skier being towed by Your Boat;
- Death or Injury to any person caused by a water skier who is being towed by Your Boat;
- Property damage caused by a water skier who is being towed by Your Boat.

We will not provide cover under this option unless:

- The Schedule shows that You have selected this option;
- A person is on board Your Boat competently and in accordance with relevant legal requirements, observing the water skiing and/or aquaplaning activities in addition to the person in control of Your Boat at the time of any incident giving rise to a claim.

5. Marina liability cover

You for legal liability imposed upon You by the terms and conditions of a lease or agreement with You for the provision of a berth, mooring or storage facility for Your Boat.

6. Legal costs

Provided We first agree in writing, We will pay for all legal costs and expenses incurred in defending any court proceedings which may arise in respect of any liability covered by this section.

We will not pay for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

What We don't cover

We will not cover legal liability:

1. Incurred by Boat builders, repairers, yacht clubs or marina operators unless they are in charge of or in control of Your Boat in an emergency for the purpose of minimising any loss or damage covered by Section 1 of Your Policy;
2. Arising other than from the Hull, Motors, Masts, Spars, Rigging, Sails, Equipment and Accessories being on and/or used on Your Boat, Boat Tender or Trailer;
3. Incurred while Your Boat is attached to or when it becomes accidentally detached from a motor vehicle in motion, other than during launching or hauling out of the Boat from the water;
4. For loss or damage occurring to property owned by You or in Your physical or legal control or owned by any person using Your Boat or in their physical or legal control;
5. For the death or Injury of a person who is employed or contracted in the operation of Your Boat or should have been covered by any compulsory compensation insurance;
6. For disease that is transmitted by You or anyone using Your Boat;
7. Arising out of the towing of any persons or objects in the air including but not limited to hydrofoiling, parasailing, paragliding and the use of aerial devices (including air chairs). However, this exclusion will not apply to instances where skiers become temporarily airborne during normal skiing/wakeboarding activity;
8. For any fines or penalties and/or aggravated, punitive or exemplary damages;

9. For any relief or recovery other than monetary amounts;
10. Arising from a contract that imposes on You a liability which You or a covered person would not otherwise have other than a lease or berthing agreement with You for the provision of a berth, mooring or storage facility for Your Boat as provided above;
11. That is in any part covered in any way by any:
    (a) statutory or compulsory insurance Policy or statutory or compulsory insurance; or
    (b) compensation scheme or fund; even if the amount recoverable is nil;
12. Arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos;
13. Arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of Computer Technology, electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site;
14. Any claim directly or indirectly caused by the use of Diving Equipment.

Section 3 – Injury to the Named Insured

What We cover

If a Named Insured is Injured during the Period of Insurance in an Accident when using Your Boat within the Geographic Limits and that Injury results in:

- Death;
- Permanent and Total Loss of sight of an eye;
- Permanent and Total Loss of the use of a limb;
- Permanent and Total Loss of the thumb or index finger.

We will pay:

- The Section 3 Cover sum insured noted on the Schedule for death; permanent and Total Loss of sight of an eye or permanent and Total Loss of the use of a limb;
- 20% of the Section 3 Cover sum insured noted on the Schedule for permanent and Total Loss of the thumb or index finger;
- However payment is subject to the Named Insured claiming under Section 3 obtaining medical attention from a medical practitioner and undergoing any medical examination requested by Us.

Additional Benefit

- Funeral Expenses up to $5,000 (incl. GST), in addition to the Section 3 sum insured.

What We don't cover

We will not cover:

- Death, permanent Injury or Total Loss of the use of a limb occurring after 12 months from the date of the Accident; and/or
- Self inflicted death or Injury, including suicide or attempted suicide whilst sane or insane.

General conditions

These general conditions apply to all Sections of the Policy.

GST Notice

This Policy has a GST provision in relation to the premium and any payment by Us to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sums insured

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

You may have to contribute the basic Excess shown in the Schedule towards a claim. There are a number of other Excesses that may also apply, if so these will also be shown in the Schedule.

- A Theft Excess of $1,000 (incl. GST) may apply for Theft of trailerable power Boats depending on Your location;
- A Theft Excess of between $1,000 and $2,000 (incl. GST) may apply for the Theft of personal watercraft, depending on Your location;
- A racing Excess may apply and varies based on the value of Your Boat and length of race;
- An age Excess will apply if You make a claim for an incident where the driver of Your Boat, being a personal watercraft, was under 25;
- A submersion Excess applies on some moored trailerable Boats; and
- Additional Excesses may apply depending on Your risk, for example if Your Boat is a large maxi yacht.

When We calculate the amount We will pay You, We will have regard to the following:

- 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 pay the GST amount in addition to the sums insured or other limits shown in the Policy or in the Schedule;

- If Your sum insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. 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;
- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If You register or are registered for GST, You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Non payment of premium by instalments – Right to refuse a claim

Where You pay Your premium by instalments, You must ensure You pay each instalment on time. If an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if You have not paid an instalment.

Temporary cover for Your Replacement Boat

If You replace Your Boat, We will automatically provide temporary cover for the Replacement Boat from the date of purchase up to a maximum of 30 days and only up to the lesser of the purchase price of the Replacement Boat and the sum insured shown in the Policy Schedule under Section 1.

If cover is to continue on the Replacement Boat:

- You must give Us full details of the Replacement Boat within 30 days of purchase; and
- You must obtain Our agreement to cover Your Replacement Boat; and
- You must pay any additional premium We require and accept any changes in the terms and conditions of the Policy.

Cover on the replaced Boat ceases from the date of purchase of the Replacement Boat.

Modifying Your Boat

You must notify Us as soon as possible if You modify or intend to modify Your Boat from the manufacturer's original specifications.

When We receive this information, We may:

- Alter the terms and conditions of Your Policy;
- Charge You an additional premium;
- Cancel Your Policy; or
- Decide not to offer to renew Your Policy.

If You do not provide the information, We may not pay a claim under the Policy.

Temporary extension to the Period of Insurance

If You have been at sea in Your Boat for more than 24 hours and Your Policy would otherwise expire (other than by cancellation), We will provide a temporary extension to the Period of Insurance until 24 hours after Your Boat arrives at its next port. The temporary extension to the Period of Insurance will apply automatically unless, when Your Boat arrives at its next port, You do not notify Us within 24 hours of its arrival to make arrangements to renew Your Policy.

Transfer of interest

If You sell, transfer or give away Your Boat, the cover under Your Policy will cease to apply upon completion of the sale, transfer or disposal as relevant.

Other insurance

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Boat or Your liability arising from the use of the Boat as described in this Policy, then We reserve the right to seek contribution from any other Insurer(s). If You are aware of such other insurance, You are required to notify Us. You must also provide Us with full information and all reasonable assistance in the recovery of Our rateable proportion of such loss or damage.

Yacht racing

Cover is provided for Social Yacht Racing. Should further cover be required contact Our office or Your Insurance Broker for changes in premium, Excess and conditions.

Time trials

Cover is provided for time trials conducted under the control or regulation of a club, association or equivalent body to a maximum speed of 30 knots.

Cancellation rights under Your Policy

You may cancel this Policy at any time by telephoning Us.

We have the right to cancel this Policy in certain circumstances where permitted by law.

These include:

- if You failed to comply with Your Duty of Disclosure;
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
- where You have failed to comply with a provision of Your Policy, including a term relating to payment of premium; or
- where We agree to accept payment by periodic instalment and at least one instalment remains unpaid in excess of 1 month from the date on which it was due and payable; or
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You.

If We cancel the Policy We may do so by giving You three business days' notice in writing of the date from which the Policy will be cancelled. We will give You written notice via one of the following ways:

- give it to You or Your agent in person;
- deliver it electronically where We are allowed by law; or
- post it to the address last notified to Us.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties that We cannot recover.

In the event that You have made a claim under this Policy and We have agreed to pay a Total Loss for Your entire Boat, no return of premium will be made for any unused portion of the premium.

Law

The Policy shall be governed in accordance with the laws of the Commonwealth of Australia and the State or Territory where the Policy was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the courts of Australia.

General exclusions

These exclusions apply to all Sections of the Policy.

Geographic Limits

Any claim arising from an incident involving Your Boat or any Boat covered by this Policy, when it is outside the Geographic Limits unless;

- Specifically provided by this Policy; or
- You advise Us and We agree to extend in writing.

However, should Your Boat go beyond the Geographic Limits:

- As a result of circumstances beyond the reasonable control of the person in charge or control of it; or
- To reasonably respond to an unforseen emergency.

We will continue to provide cover, provided that as soon as possible:

- Your Boat returns within the Geographic Limits (except in the case of Total Loss); and
- You notify Us of the circumstances taking it beyond the Geographic Limits.

Your Policy will be automatically suspended when Your Boat clears Australian or New Zealand Customs and Immigration for the purpose of leaving Australian or New Zealand waters and will recommence when it clears Australian or New Zealand Customs and Immigration on return (unless You advise Us and We agree to extend cover in writing.)

Commercial use

Any claim arising from an incident involving Your Boat or any Boat covered by this Policy, when it is being used for hire, charter or reward of any kind unless You first advise Us and We agree to extend cover in writing.

Persons in control

Any claim arising from an incident involving Your Boat or any Boat covered by this Policy, when that Boat is under the control of:

- An unlicensed person when a licence is necessary;
- A person without adequate experience to reasonably control that Boat;
- A person under the influence of alcohol or drugs; or

- A person who has been refused Boat or motor vehicle insurance within the last five years unless We have been notified of the refusal and We have subsequently agreed to cover such a person under this Policy.

This exclusion does not apply if You can prove that:

- You did not know or had no reason to suspect that the person with control of that Boat was such a person; or
- As a result of an unforeseen emergency, it was reasonable for such a person to assume control of that Boat.

Racing

You, Your Boat or any Boat covered by this Policy for racing or speed tests, other than Social Yacht Racing, unless agreed and extended by Us in writing.

Wear and Tear

Any claim in respect of loss or damage caused by wear and tear which would be expected given the age, storage and/or use of the applicable item.

Inherent Vice

Any claim in respect of loss or damage caused by inherent vice.

Vermin

Any claim in respect of loss or damage caused by vermin (which includes small animals, sea life, insects and birds that are troublesome or destructive to Boats and whether a protected species or otherwise)

Delamination, deterioration, corrosion and electrolysis

Any claim in respect of loss or damage caused by delamination, deterioration, corrosion or electrolysis which would be expected given the age, storage and/or use of the applicable item

Over powered Boat

Any claim caused by or arising as a result of Your Boat or any Boat covered by this Policy being fitted with a Motor more powerful than that recommended by the manufacturer of its Hull.

Pollution

Any claim caused by or arising as a result of pollution or radioactive contamination except as otherwise specifically covered in the Policy.

Boat condition

Any claim caused by or arising as a result of the unseaworthiness, lack of repair or maintenance of Your Boat or any Boat covered by this Policy.

Water-skiing

Any claim caused by or arising as a result of the use of Your Boat or any Boat covered by this Policy for waterskiing, unless You advise Us and We agree to extend cover in writing.

Safeguard

Any claim for loss or damage caused by or arising as a result of the lack of reasonable care, protection and/or security of Your Boat or any Boat covered by this Policy or other insured property.

Nuclear

Any claim caused by or arising as a result of ionising radiation or contamination by radioactivity from:

- Any nuclear fuel or nuclear waste;
- The combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- Nuclear weapons material.

Fraud

Any claim involving false or fraudulent representation by

- You; or
- Any person who is acting with Your express or implied consent. We may refuse payment of the claim and/or cancel the Policy under these circumstances.

Deliberate, intentional, malicious or criminal act

Any claim caused by or arising as a result of a malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- You; or
- Any person who is acting with Your express or implied consent.

Unlawful purposes

Any claim arising from an incident involving Your Boat or any Boat covered by this Policy or other insured property when it is being used for an unlawful or illegal purpose.

Mooring

Any claim for loss or damage caused by or arising as a result of the mooring used by Your Boat or any Boat covered by this Policy not being:

- Of a suitable design and weighting for Your Boat or any Boat covered by this Policy;
- Appropriately sited; and/or
- Regularly maintained on at least an annual basis and in good order.

Speed

Any claim caused by or arising as a result of Your Boat or any Boat covered by this Policy exceeding the speed shown on Your Schedule.

Computer software

Any claim for loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any Computer Technology and which:

- Fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such Computer Technology; or
- Arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

Terrorism/casualty exclusion

This Policy does not cover loss, damage, liability, Injury, illness, death, cost or expense arising directly or indirectly out of or in any way connected with:

a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or

b. any action controlling, preventing, suppressing, retaliating against or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

a. influence a government or any political division within it for any purpose; and/or

b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

War

We will not cover any claim for loss, damage, liability or expense caused by or arising from war (whether war is declared or not), acts of war, civil war, revolution, rebellion, insurrection, civil strife or hostile acts by or against a belligerent power:

- When Your Boat is ashore; or
- When Your Boat is afloat, where resulting from requisition or the outbreak of war between any of the following countries: United Kingdom, United States of America, France, the People's Republic of China or Russia.

Claims conditions

These conditions apply to all Sections of the Policy.

Prevent further damage or loss

You must do the following when appropriate to prevent further loss or damage:

- Dry engine;
- Drain oil and fuel;
- Flush out engine with hose or dewatering fluid;
- Drain again;
- Fill with oil or dewatering fluid; and
- Take to repairer or mechanic as soon as possible.

Notify Us and complete a claim form

- Notify Us immediately of the details of any loss or damage, anticipated or actual liability, death or Injury which is likely to result in a claim under this Policy; and
- Complete a claim form and forward it to Us.

If Your Boat is damaged and You are covered under this Policy for the cost of repairing such damage, You must obtain a written, itemised quotation for repairs.

We may require statements or photographs or other documentation in support of Your claim.

After hours emergency claims service phone number

- 1300 00 CLUB (2582)

Records You must keep

You must be able to prove Your loss. Please ensure You keep:

- All documentation relevant to the ownership or purchase of Your Boat and other property insured under the Policy;
- Any service records relevant to Your Boat and other property insured under the Policy;
- Evidence to support the amount of any Accidental Loss or Damage.

What You must not do without Our consent

- admit fault, guilt or liability;
- Negotiate or make any offer of settlement or payment;
- Authorise repairs; and
- Defend any claim.

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

Dismantling, diagnosis and reassembly costs

Where You make a claim for loss or damage to Your Boat, We may in some circumstances, require You to:

- dismantle Your Boat; or
- authorise Us to dismantle Your Boat, so We can assess Your claim for the relevant loss or damage and/or decide if it is valid.

If You do not agree We may refuse to assess or pay Your claim.

Where We determine that the claimed loss or damage to Your Boat is:

- not covered by Your Policy, You will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and/or replacement costs).
- covered by Your Policy, We will settle Your claim in accordance with the terms and conditions of Your Policy.

Repairers

You may choose the repairer of Your Boat. We may request that You take Your Boat to another repairer. You or Your repairer must get a written agreement from Us to start repairs before We will accept responsibility for them.

You must make Your Boat available for Our inspection. It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

Total Loss

If Your entire Boat is a Total Loss;

- The amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- No return of premium will be made for any unused portion of the premium.

If We make a Total Loss payment for Your Boat, whether it is the entire Boat or one or more of its Insured Components, We are entitled, but not obliged to take ownership of the item to which the Total Loss payment relates. Regardless of our decision whether or not to exercise this right, We will in any case be entitled to keep the proceeds of any salvage sale up to the amount We have paid out in respect of Your claim.

Excess

You are required to pay any applicable Excess shown on the Schedule, for each and every claim made under Your Policy. All claims arising out of one Accident or incident are treated by Us as one claim.

We pay the relevant amounts less the Excess payable by You.

In the event that We make a recovery which exceeds the amount We have paid You for a claim, You may be entitled to a refund of all or part of the excess applied subject to the provisions stated under Our rights of recovery on page 39.

What help is required from You

In the event of a claim, any benefits that this Policy gives You depend on You giving Us full details of Your loss and the 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.

We may take over the defence of Your liability and defend, negotiate or settle the liability as We see fit. We may appoint Our own lawyers to act for You and You agree to waive in Our favour Your right to legal professional privilege.

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

Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under this Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on

Your behalf, We will pay You the balance (less any legal or other fees We have incurred in relation to the recovery action).

Other important information

Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

Your duty however does not require disclosure of matter:

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

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce our liability under the contract in respect of a claim or cancel the contract or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Who must tell Us?

Everyone who is insured under the Policy must comply with this duty.

General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this Policy wording.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

Privacy Notice

How We Collect Your Personal Information

We usually collect Your personal information from You or Your agents. We may also collect it from:

- our agents and service providers;
- other insurers and insurance reference bureaus;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that You are a part of;
- law enforcement, dispute resolution bodies and statutory and regulatory bodies;
- marketing lists and industry databases; and
- publicly available sources.

Why We Collect Your Personal Information

We collect Your personal information to enable Us to:

- offer our products and services and the products and services of our related companies, brokers, intermediaries and business partners that may interest You;
- provide our products and services, including to process and settle claims; and
- conduct market or customer research and to determine those products or services which may particularly suit You.

You can choose not to receive product or service offerings from:

- us or our related companies; or
- us on behalf of our business partners (insurance only).

To opt-out, call Club Marine – Freecall 1300 00 CLUB (2582) EST 8.00am to 7.30pm, Mon-Fri or EST 8.00am to 5pm Saturday. Alternatively, indicate Your decision in the appropriate area of the Privacy section of Club Marine's website at www.clubmarine.com.au

To Whom Do We Disclose Your Personal Information

We disclose Your personal information:

- to people who assist Us in offering and providing our products and services, conducting market or customer research, or in activities related to carrying on our insurance business, including insurers, insurance intermediaries, reinsurers, insurance reference bureaus and others;
- to third parties, if We have a relationship or insurance scheme in place with them under which You purchased Your Policy, such as a financier, but they are prohibited from using it for any other purpose;
- to our intermediaries or business partners to enable them offer their products and services to You;
- as required by law or government, law enforcement bodies or dispute resolution bodies.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group that may be located in Australia or overseas, or business partners and service providers that are located overseas.

The countries to which this information may be disclosed include:

- Canada;
- France;
- Germany;
- Japan;
- New Zealand;
- Thailand;
- the United States of America; and
- other countries in which the Allianz Group has a presence or engages subcontractors.

We regularly review the security of our systems that are used for sending personal information overseas. Any information We disclose to overseas recipients may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information We hold about You and seek correction by calling Club Marine on 1300 00 CLUB (2582) EST 8.00am to 7.30pm, Mon-Fri or EST 8.00am to 5.00pm Saturday.

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Should You wish to obtain more information about the privacy policies of Club Marine please call 1300 00 CLUB (2582) and ask for a copy of Our privacy brochures.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. If You require access to a recorded call, a copy or appropriate access will be provided by Us where available. It should be noted that not all calls are recorded and therefore not all calls will be accessible upon request.

Customer Relations

We are proud to be the number one provider of pleasure craft insurance in Australia and pride ourselves on Our customer service.

Complaints - Internal and External Complaints Procedure

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 1300 00 CLUB (2582). A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference.

It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service
Free call: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from http://www.fcs.gov.au.

How to Contact Us

If You need to clarify any of the information contained in this PDS or Your Policy documents, wish to confirm a transaction or You have any other queries regarding Your Policy, please use the contact details on the back cover.

Offices:

- Victoria
- New South Wales
- Queensland
- South Australia
- Western Australia
- Auckland

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CML POL 02/17

A division of Allianz