Boat
Insurance Product Disclosure Statement and Policy

Boat Insurance

Preparation date: 12/03/2014

Insurer: **CGU Insurance Limited**
ABN 27 004 478 371
AFS Licence No. 238291

This Product Disclosure Statement (PDS) has been designed to help you get the most out of your policy.

Use the contents pages and topic index to help find what you are looking for. Important tasks such as taking out insurance or making a claim are explained in easy to follow steps.

And we have included a glossary of words with a special meaning.

When you take out an insurance policy with us, the cover we agree to provide to you is set out in your current schedule, and described in this PDS, as well as any supplementary pds we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them together in a safe place.

If you need more information about this PDS, please contact us or your insurance adviser.

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A Brief Overview

Accidental Damage Boat Insurance covers your boat for accidental loss or damage.

We also provide cover under specific conditions for a range of incidents and additional covers, and cover for your legal liability.

You can add options to your policy for racing risks, liability protection for water skiing activities or to extend your cover for accessories and contents of the boat. You can choose the option of an agreed value policy, or obtain a discount for periods of time where your boat is laid up and not used.

The boat, liability cover or any options you choose will be covered up to the sum insured, as listed on your current schedule.

To find out **what this policy covers**, see page 2-14 ►
For **exclusions to this cover**, see pages 15-21 ►

What This Policy Covers

Cover for the boat

We will cover the boat described in the schedule.

This includes:

- the hull
- motors
- equipment
- accessories and tools
- sails, masts, spars, standing and running rigging
- trailer
- contents
- any tender boat or dinghy used primarily in conjunction with the boat and which does not have a separate registration to the boat and which does not have a speed capable of exceeding 20 knots.

Accessories, tools and contents automatically have limited sums insured under the cover provided by this policy (see page 3) which can be increased on application.

What can be covered additionally (on application)

We may specially agree to cover you for the following items on application (if we agree we will show them in your policy schedule):

- a dinghy or tender used with the boat capable of a speed exceeding 20 knots or which has its own registration separate to the boat
- sporting equipment for any other water sports (excluding while in use)
- increased sums insured for accessories, tools or contents of the boat
- increased sums insured for fishing gear, water ski equipment, diving equipment.

What we will pay for the boat

We will cover the boat up to the sum insured, as listed on your schedule.

The way in which we calculate the amount we will pay for loss or damage to the boat is shown on pages 35–36 'How we settle a claim'.

Details of how GST can affect your claims payment are set out under the heading 'GST notice' (see page 37).

There are set maximum amounts that we will pay when you make a claim for certain items. These amounts are listed below and in the additional cover provided in this insurance (see pages 8–10) or are shown in your schedule.

There are additional things we will pay for in respect of the boat. These are:

Accessories, tools or contents

The most we will pay is $1,000 in total for all claims combined for accessories or tools or contents accidentally damaged or lost, unless you have requested these items be insured for a different amount. Where you have nominated a different amount, this will be shown on your policy schedule and we will pay up to the sum insured as listed on your schedule (inclusive of GST) in total.

We will only pay when the accessories or tools or contents are on board the boat.

Fishing gear, water ski equipment, diving equipment

We will pay up to $1,000 in total for all claims combined for fishing gear, water ski equipment or diving equipment that is accidentally damaged or lost, unless you have requested these items be insured for a different amount. Where you have nominated a different amount, this will be shown on your policy schedule and we will pay up to the sum insured as listed on your schedule (inclusive of GST) in total.

Nominating the amount we will pay for accessories or contents or fishing gear, water ski equipment, diving equipment, tools

When you take out a cover on accessories, tools, contents, fishing gear, water ski equipment or diving equipment, you must nominate the replacement value of the items at today's prices. This is called your 'sum insured' and is listed on your schedule.

Boat, wreck and debris removal costs

We will pay:

- the amount you are liable to pay following an accident to remove the boat when you are required by a statutory authority to do so
- the reasonable costs to demolish and remove any debris, or the wreck of the boat that results from loss or damage to the boat. The debris or wreck must occur as a result of an incident we have agreed to cover.

Towing costs

If the boat is damaged, we will pay the cost of moving or towing the boat to the nearest repairer or other place that we agree to.

Return to home costs

We will pay up to $500 to return the boat to your home if the boat is damaged and cannot be repaired locally. We will pay this when the accident happened more than 100 kilometres from your home, and either:

- the repairs to the boat are completed in an area more than 100 kilometres from your home, **or**
- the boat is returned to your local area for repairs.

This cover does not apply if the boat is permanently located away from your home.

Hull inspection costs after stranding

If the boat is stranded, we will pay the cost of inspecting the hull to see if it is damaged.

Boat recovery costs

If the boat is damaged, we will pay the reasonable costs of recovering the boat, or any reasonable costs incurred in reducing your loss.

Emergency repair costs

If the motor of the boat is submerged and then recovered, we will pay the reasonable costs to:

- dismantle, clean and oil the motor
- dry all electrical equipment and instruments.

You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority.

Where the boat is covered

The boat is covered whilst it is navigating Australian inland and coastal waters up to 200 nautical miles offshore or in transit within Australia or while the boat is at any marina, slipway or location when laid-up ashore or while engaged in any voluntary rescue work within Australia.

There are some exceptions:

Lay up

If 'Lay up' cover is noted as applying to your policy on the schedule, we will only cover you for accidental loss or damage to the 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 in writing to extend cover) during the months specified on the schedule.

Yacht racing

If you are racing your yacht, there are separate navigational limits which apply.

For **Social Yacht Racing** see page 8 ►
For **Optional Yacht Racing Risk Extension** see page 12 ►

Accidental damage cover

We will cover the boat for accidental loss or damage.

There are some incidents we will cover only under specific conditions – these are listed on the following pages.

If you make a claim, you will need to pay any excesses that apply – you will only need to pay this amount once.

Any cover we provide is subject to exclusions.

For **exclusions to this cover**, see pages 15-16, 18-21 ►

Incident cover provided under specific conditions

Fire or explosion

We will cover the boat for loss or damage as a result of a fire or an explosion.

We will not cover loss or damage caused by a bushfire or grassfire within 48 hours of the start date of your policy unless:

- you took out your insurance with us immediately after another insurance policy covering the boat expired without a break in cover, **or**
- you took out your insurance with us immediately after you purchased the boat.

Storm

We will cover you for loss or damage to the boat as a result of storm.

We will not cover you for loss or damage to the boat caused by a named cyclone within 48 hours of the start date of your policy, unless:

- you took out your insurance with us immediately after another insurance policy covering the boat expired without a break in cover
- you took out your insurance with us immediately after you purchased the boat.

Theft or attempted theft

We will cover you for loss or damage as a result of theft or attempted theft:

- of the boat or part of it from its place of storage
- the trailer, outboard motor(s), equipment or accessories, tools or contents from:
  - the boat, **or**
  - the place of storage of the boat, trailer, outboard motor(s) or the equipment and accessories, tools or contents.

In the event of a claim, it will not be necessary for you to demonstrate that there is physical evidence of visible and forced entry, but it is a condition of this cover that you are at all times required to take reasonable measures to prevent theft. The theft or attempted theft must be reported to the Police.

There are restrictions on the cover for the following items

Fishing gear, water ski equipment, diving equipment

We will cover you for loss or damage as a result of theft or attempted theft of fishing gear, water ski equipment or diving equipment:

- while stored on the boat, provided there is physical evidence of visible and violent and forcible removal from or entry to the boat
- while stored ashore in a locked garage or yard, provided there is physical evidence of visible and violent and forcible removal from or entry to the place of storage.

Personal watercraft (PWC) or jet ski

We will cover you for loss or damage as a result of theft or attempted theft of your personal watercraft (PWC) or jet ski including the trailer:

- while stored ashore in a locked garage or yard, provided there is physical evidence of visible and violent and forcible removal from or entry to the place of storage
- whilst left unattended outside the normal place of storage on a trailer providing you have taken reasonable measures to prevent theft including immobilisation of the trailer using a purpose built commercially manufactured anti-theft device.

Social yacht racing

We will cover you for loss or damage to the boat, sails, masts, spars or rigging when the boat is racing in a social yacht race over a distance of less than 50 nautical miles which has been organised by a club or association and in which spinnakers are not used.

Power boat time trials

We will cover you for loss or damage to the boat when the boat is participating in time trials conducted under the control or regulation of the Power Boat Association to a maximum speed of 25 knots.

Additional cover included in this insurance

Your insurance includes a range of covers we refer to as 'additional cover'. These covers are listed on the following pages.

The amount we will pay for these covers is in addition to the sum insured, as listed on your schedule.

If you make a claim for an additional cover, you will not need to pay an additional excess.

Any cover we provide is subject to exclusions.

For **exclusions to this cover**, see pages 15-16, 18-21 ►

Personal accident cover

What we cover

If you or your crew or invited passengers on board suffer bodily injury directly caused by the use of the boat as a result of an accident happening during the period of insurance and the bodily injury results within six (6) calendar months in:

- death
- temporary total disablement, **or**
- permanent total disablement,

we will pay in the event of:

- temporary total disablement – the sum of $250 per week, up to a maximum of 52 weeks

- permanent total disablement – the sum of $25,000
- death – the sum of $25,000
- ambulance costs – up to $1,000 emergency cover for ambulance transport costs for immediate medical treatment following an accident which gives rise to a claim under this additional cover
- funeral costs – up to $10,000 for funeral costs following an accident which gives rise to a claim under this additional cover.

To qualify for payment you, or your crew or invited passengers, must obtain and follow advice of a qualified independent medical practitioner (other than you, your crew, your spouse or a family member of the injured party) as soon as possible after the accident.

In this additional benefit:

- 'temporary total disablement' means the person is unable to carry out all the normal duties of his or her occupation solely and directly as a result of the injury.
- 'permanent total disablement' means the person has been unable to carry out any occupation for which the person is fitted by reason of his or her education, training or experience for a period of at least 12 consecutive months and the person remains unable to do so for a continuous indefinite period solely and directly as a result of the injury.

What we do not cover

We will not cover:

- death occurring after six months from the date of the accident
- self-inflicted death or injury
- a person under the influence of alcohol or drugs, **or**
- a person who has refused a test to determine alcohol or drug levels in the blood.

Food spoilage

We will pay up to $500 in total for food spoilage following accidental damage to or loss of the boat.

Keys and locks replaced

If a key to an external door or window lock of the boat is stolen or destroyed by fire, we will cover the reasonable costs to replace your keys and repair and re-code your locks and barrels. The theft must be reported to the Police.

Personal property

We will pay up to $1,500 in total for all claims combined for any personal property that you (or your family, crew or invited guests) own that is accidentally damaged or lost. We will only pay when the personal property is on board the boat.

Travel costs

When the boat is being used for temporary accommodation away from home, we will pay reasonable travel home costs up to $1,000 for you, your crew, and/or immediate family members following accidental damage to or loss of the boat and where the boat cannot be used to live on for a period of three (3) days or more.

Liability cover included in this insurance

We will cover your legal liability as a result of an incident during the period of insurance that causes loss of or damage to someone else's property, or death of or bodily injury to other people.

Any cover we provide is subject to exclusions.

For **exclusions to this cover**, see pages 16-21 ►

Liability cover

GENERAL

We will cover liability claims up to the sum insured shown in the schedule. This amount includes any legal costs and expenses incurred to defend the claim and any costs awarded against you.

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

If you or an authorised user are entitled to cover under any other policy, we will only be liable under this section for the amount the liability exceeds the limits of cover under any other policy.

We will cover:

- you for the amount you have to pay as owner or operator of the boat
- any person allowed by you to control the boat for the amount they have to pay as operator of the boat
- you for the amount you have to pay as operator of a substitute boat provided that you have permission of the owner to operate it, and the boat insured under this policy is not being used at the time, and you or any named insured do not own or have an interest in the substitute boat.

Berthing liability

We will cover you for your liability under an agreement relating to the provision of a berth or mooring or storage facilities for the boat but only to the extent that that liability would have attached to you in the absence of that agreement.

Accidental discharge, release or escape of fuel or lubricants

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

- for the costs of cleaning up an accident site, **and**
- against legal liability for physical damage to property,

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

This extension of cover excludes:

- death, bodily injury or illness
- contractual or assumed liability
- any loss of use or consequential loss
- fuel or lubricants not being used in connection with the operation of the boat at the time of loss

- breach of any Federal, State or Local legislation regulating or controlling the discharge, emission, spillage, or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, emission, spillage or leakage.

We will pay no more than $250,000 for any one accident or series of accidents caused by the one event including legal expenses for this cover.

Optional cover you can add to your policy

You can broaden the scope of your cover by adding any of the following options. You will need to apply for this cover and pay an additional premium.

Any options that we agree to add to your policy will be listed on your current schedule.

Any cover we provide is subject to exclusions.

For **exclusions to this cover**, see page 15-21 ►

Agreed value

If we have agreed to cover you for an agreed value sum insured on the boat and the words “agreed value” are shown in your policy schedule, we will settle the claim for the boat with reference to the agreed value sum insured. The most we will pay for any claim for the boat is the sum insured shown in your schedule, less any applicable excess.

For details on how we settle your claim if you have taken this option see page 35-36 ►

Yacht racing risk extension

If we have agreed to cover you for yacht racing risks and shown it in your policy schedule, we will provide additional cover to you whilst the boat is racing for accidental loss of or damage to:

- the sails, masts, spars or rigging of the boat
- sails or protective covers caused by the wind.

The accidental damage exclusions for yacht racing will be deleted.

We will only cover you when the boat is operating within the following navigational limits:

- moored boats – within 200 nautical miles of the boat's home port
- trailer boats – within 200 nautical miles of the place where the boat was last launched and within Australian territorial waters.

We will not cover you for any racing outside of the areas set out above unless you have our agreement in writing.

Water skiers or aqua-planing liability extension

If we have agreed to cover you for water skiers or aquaplaning liability risks and shown it in your policy schedule, we will provide additional cover for you or an authorised user and the person acting as an observer (within the requirements of any law) against legal liability for:

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

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

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

caused by the water skier or aquaplaner while being towed by the boat.

When this water skiers or aquaplaning extension does not cover you

We will not cover claims arising out of:

- water skiing or aquaplaning when there is no legally competent observer in addition to the driver on board the boat at the time of the accident
- water skiing or aquaplaning when an aerial device or ski ramp is being used

- water skiing or aquaplaning when a ski mast, ski pole or ski tower is being used unless it is professionally designed, manufactured and installed
- competition water skiing
- towing or using air chairs
- towing of any person by personal watercraft that breaches any statutory regulation
- towing of any device not professionally designed and manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).

Exclusions To Your Cover

Exclusions to your cover

Any cover we provide is subject to the following exclusions.

The following exclusions apply to the cover provided for your boat, listed on pages 2-8 and Additional Covers shown on page 8-10.

Accidental damage cover exclusions

We will not cover:

1. loss or damage which has not occurred during the period of insurance (e.g. pre-existing damage)
2. loss or damage caused by lack of maintenance
3. loss of any outboard motor(s) falling overboard when they are secured to the boat in a manner other than that specified or recommended by the manufacturer
4. theft of the boat or any part of it by persons to whom you have lent the boat
5. depreciation
6. the costs of improving or altering the boat
7. punctures or cuts to or bursting of the tyres of any trailer. We will pay for the damage to the boat which occurs as a result of a puncture or cut to or bursting of a tyre of any trailer but we will not pay for the cost of repairing or replacing the tyre
8. loss or damage caused by any animal kept on board the boat
9. loss or damage caused by any process of cleaning involving chemicals
10. financial, emotional or psychological loss which occurs because you cannot use the boat
11. loss of or damage to fishing gear, diving equipment, tools or water ski equipment or other sports equipment whilst in use

12. loss of or damage to sails, masts, spars, standing and running rigging while the boat is yacht racing (other than social yacht racing) – unless you pay an additional premium and we agree to provide the optional yacht racing risk extension
13. loss or damage to moorings
14. loss of or damage to the boat as a result of the boat's mooring not being:
    - of a suitable design and weighting for the boat
    - appropriately sited, **and**
    - regularly maintained on at least an annual basis and in good order.

In respect of the following exclusions, we will pay for accidental damage to other parts of the boat which results from the event, but we will not pay for:

15. loss or damage caused by normal wear & tear, timber rot, delamination, osmosis, deterioration, vermin, marine growth, rusting or other forms of corrosion, or electrolysis
16. loss of or damage to mechanical parts which are not approved by or fitted to the boat by a qualified ship repairer, builder or similar professional in accordance with the manufacturer's original specifications
17. the cost of any mechanical, structural, electrical or electronic component which fails during normal use, without any external accidental cause
18. the cost of repairing or replacing any defective part of the boat where the defect is caused by fault or error in design or construction or faulty workmanship
19. fusion of electric motors
20. loss or damage to a motor caused by or resulting from overheating and/or seizure, unless caused by an external blockage.

Liability cover exclusions

What this policy does not cover

We will not cover any legal liability arising out of:

- an incident which has not occurred during the period of insurance

- the actions of boat builders, repairers, yacht clubs or marina operators unless they are in charge of or in control of the boat in an emergency for the purpose of minimising any loss or damage covered by this policy
- the boat being carried on or attached to a vehicle accidentally falling off or becoming detached from the vehicle
- you or an authorised user deliberately causing an accident
- any sporting activity. We will cover the use of the boat for water skiing and aquaplaning if you advise us and we agree in writing to extend cover or the schedule shows that you have selected this option but there are restrictions on the cover
- an incident that arises directly or indirectly out of or is in any way connected with:
  - the existence, at any time, of asbestos
  - the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any website.

We will not cover:

- any person against legal liability for death of or injury to his or her employee arising out of or in the course of the employee's employment with that person
- any liability imposed by any legislation in respect of work-related injury compensation or any industrial award, determination, agreement or other like instrument
- legal liability for loss of or damage to property owned by you or in your physical or legal control or owned by any person using the boat or in that person's physical or legal control
- legal liability for a disease that is transmitted by you or anyone using the boat
- legal liability imposed by a contract on you or a person covered by this policy unless the liability would have arisen if the contract had not been entered into
- any fines or penalties or aggravated, punitive or exemplary damages
- any relief or recovery, other than monetary amounts.

Exclusions applicable to all sections of this policy

What this policy does not cover

We will not pay claims arising from or in connection with:

Boat condition

The unseaworthiness, lack of repair or lack of maintenance of the boat.

Boat repairs or alteration

The boat undergoing major hull repair or alteration (e.g. extending the length of the boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing and we agree in writing to cover you.

Commercial use

The boat being used for hire, charter or reward of any kind other than when you allow an authorised user to use the boat for non-commercial purposes and the person pays you for the running costs of the boat.

Computer software/data

Loss of 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.

Loss of data or software on any computer or device.

Deliberate, intentional, malicious or criminal act

A deliberate, intentional, 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.

Fraud

Any false or fraudulent representation by:

- you, **or**
- any person who is acting with your express or implied consent.

We may also cancel the policy under these circumstances.

Geographic limits

An incident involving the boat being outside the geographic limits unless:

- specifically provided by this policy, **or**
- you advise us and we agree in writing to extend cover.

However, should the boat go beyond the geographic limits:

- as a result of circumstances beyond the reasonable control of the person in charge or control of the boat, **or**
- to reasonably respond to an unforeseen emergency,

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

- the boat returns within the geographic limits (except in the case of total loss), **and**
- you notify us of the circumstances that took the boat beyond the geographic limits.

Your policy will be automatically suspended when the boat clears Australian Customs and Immigration for the purpose of leaving Australian waters and will recommence when it clears Australian customs and immigration on return (unless you advise us and we agree in writing to extend cover).

Lawful seizure/destruction

The lawful seizure or destruction of the boat.

Lay up

If you have requested 'Lay up' cover and this is noted on the schedule as applying to your policy, we will not cover you when the boat is outside the gates, walls or fences of your home address specified on the schedule (or at another location if you advise us and we agree in writing to extend cover) during the months specified on the schedule.

Nuclear

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.

Persons in control

An incident involving the boat when the boat is under the control of:

- an unlicensed person when a licence was necessary
- a person without adequate experience to reasonably control the boat
- a person under the influence of alcohol or drugs
- a person who refused a test to determine alcohol or drug levels in the blood, **or**
- a person who has been refused boat insurance within the last five years unless we have been notified of the refusal and we have subsequently agreed in writing to cover such a person under this policy,

or when the boat is on a boat trailer towed by a vehicle and the driver of the vehicle is not licensed to drive the vehicle.

This exclusion does not apply if you can prove that:

- you did not know and had no reason to suspect that the person in control of the boat or driving the vehicle (as the case may be) was such a person, **or**
- as a result of an unforeseen emergency, it was reasonable for such person to assume control of the boat or drive the vehicle (as the case may be).

Pollution

Pollution except as otherwise specifically covered in the policy.

Racing

The boat being used for power boat racing or speed tests, unless agreed and extended by us in writing.

Safeguard

The lack of reasonable care, protection and/or security of the boat or other insured property.

Speed/overpowered boat/overloading

The boat being:

- designed for and capable of a speed greater than 60 knots
- fitted with a motor more powerful than recommended by the hull manufacturer for the hull specifications, **or**
- operated with more than the maximum number of passengers or load recommended by the hull manufacturer.

Unlawful purposes

An incident involving the boat or other insured property when it is being used for an unlawful or illegal purpose.

Your Responsibilities To Us

Your duty of disclosure

When you take out, renew, change or vary a policy you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you or the terms on which we will insure you. This is called your 'duty of disclosure'.

If you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy, or do both.

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

What you must tell us when you apply to take out this policy

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the *Insurance Contracts Act 1984* to tell us anything:

- known to you, **and**
- which a reasonable person in the circumstances would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

If you do not answer our questions in this way

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

Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended, you have a duty, under the *Insurance Contracts Act 1984*, to tell us anything that you:

- know, **or**
- could reasonably be expected to know, and is relevant to our decision whether to accept the risk of insurance and, if so, on what terms.

Your duty does not require disclosure of anything that:

- diminishes the risk to be undertaken by us
- is of common knowledge
- we know or, in the ordinary course of business, ought to know, **or**
- is a matter that we indicate your duty has been waived by us.

Modifying the insured boat

You must notify us as soon as possible if you modify the insured 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 refuse to pay a claim under the policy.

Your responsibilities when you are insured with us

In addition to your duty of disclosure, there are other responsibilities that you must meet when you are insured with us.

You must tell us as soon as possible of any changes to:

- the address where the boat is normally kept
- how the boat is used
- the people who are insured under this policy.

You must tell us as soon as possible of any:

- modifications that are made to the boat
- accessories that are added to the boat
- driving or criminal offences that have been committed by anyone who regularly drives a vehicle that will tow or carry the boat, and any driving or criminal offences that have been committed by anyone who regularly uses the boat. You do not need to tell us about any parking offences that a regular driver has received
- driver who regularly drives a vehicle that will tow or carry the boat and any regular user of the boat who has had their licence suspended, cancelled or restricted by endorsement.

If you tell us about any of these things, 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.

In addition, you must also:

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- follow the conditions of this policy
- not make a fraudulent claim under this policy or any other policy.

Your responsibilities when you are making a claim

When you make a claim, you must meet a number of responsibilities.

You must:

- be truthful and frank in any statement you make in connection with a claim
- take reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if the boat suffers loss or damage as a result of theft or attempted theft, vandalism or a malicious act
- keep all damaged boats or parts so we can inspect them if required
- give us any information or assistance we require to investigate and process your claim
- not pay or promise to pay for a claim, or admit responsibility for a claim
- not repair or replace any damage without our consent.

In addition, you also give us your rights to claim from anyone else

If you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name. You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both. If we cancel your policy, we will advise you in writing.

Our Committment To You

How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

The General Insurance Code Of Practice

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

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.

Cooling-off period

You have a cooling-off period which means you can return your policy within 21 days of cover commencing and we will refund the premium paid unless something has occurred for which a claim may be payable under the policy. After the cooling-off period ends, you can cancel the policy by notifying us in writing, however we can choose to deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the purchase and termination of the policy and any Government taxes or duties we cannot recover.

Our guarantee

Our Guarantee assures you of quality insurance and service at all times.

Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.

Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

Service guarantee

We will provide you with the highest standard of service.

Repair guarantee

If repairs we have authorised for the boat are faulty, and we have agreed they are faulty, we will arrange to have them fixed at no cost to you.

However, you must allow us to inspect the boat before any faulty repairs are fixed.

This guarantee is for the life of the boat whilst it is owned by you. This guarantee is in addition to any statutory rights and warranties that you may be entitled to.

Wear and tear is not covered by this guarantee.

How To Take Out, Renew Or Change Your Insurance

How to apply for insurance

1. **If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply on line at www.cgu.com.au. You can also send correspondence to GPO Box 9902, in your capital city**

   If we agree to insure you, we will send you a schedule setting out the details of your policy.

Check your responsibilities, on page "Your Responsibilities To Us" on page 22-25 ◄

2. **Pay your premium**

See Your premium page 31 ►

How to renew your insurance

1. **If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires**

   We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser

2. **Review the proposed policy and premium we offer**

   If you paid your last premium by instalments, we will continue to deduct payments from your nominated account. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise the boat will not be insured.

Check your responsibilities, on page "Your Responsibilities To Us" on page 22-25 ◄

3. **Pay your premium**

See Your premium page 31 ►

How to change your policy

1. Contact us or your insurance adviser to change or vary your policy

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any special conditions we may have applied to that agreement.

2. Check the changes

3. Pay your premium

If it has increased, we will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

If you replace the boat

The cover provided by your policy will end if you dispose of the boat. We will automatically provide the same cover for a replacement boat if you obtain it within one month after you dispose of the boat unless you have previously informed us that no further cover is required and have received a return of premium following cancellation of the policy.

We will cover the replacement boat for 14-days from the date you obtain it. If you wish to continue cover for your replacement boat with us after the 14-day period, you must contact us and confirm continuation of cover. If we do continue the cover, we will advise you of any change in premium and/or terms of the insurance. If you do not contact us and confirm continuation of cover with us, your replacement boat will not be insured with us after the 14-day period has ended.

The replacement boat will be insured only up to the lesser of the purchase price of the replacement boat and the sum insured shown in the policy schedule for the boat until such time as you have requested the sum insured to be increased and paid any additional premium due.

If you sell the boat

If you sell, transfer or give away the insured boat, the cover under your policy will cease to apply upon completion of the sale, transfer or disposal as relevant.

How to cancel your policy

If you want to cancel your policy, contact us or your insurance adviser.

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

Your premium

1. How we calculate your premium

We will base your premium on the type of cover you have chosen, including any options that you have added, your sum insured, the excess, the type, location, construction and age of the boat, the level of security you have, your previous insurance and claims history, and any special conditions that we have applied.

Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

2. How to pay your premium

You can pay your premium in one lump sum, or by instalments.

If you pay your premium in one lump sum, you can pay by cash, cheque or credit card.

If you pay your premium by instalments, you can pay by credit card or by direct debit from a financial institution.

We may cancel your policy if:

- you do not pay your premium
- your cheque or credit card is dishonoured by your financial institution, **or**
- you pay your premium by instalments and you are more than one month behind.

We may refuse to pay a claim if:

- you pay by instalments and at least one instalment of the premium has remained unpaid for a period of at least 30 days.

3. Automatic reinstatement

When we pay a claim for the boat or an item under this policy, the sum insured for the boat or that item is automatically reinstated to the amount shown in the current policy schedule, provided you:

- give us written details of the replacement boat or item(s) within 14 days of buying them, and
- pay us any additional premium that we ask for.

4. Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

No claim bonus

Increasing your no claim bonus

We will increase the amount of your no claim bonus for each year that you are insured with us as long as you do not make a claim. This will continue until you reach the maximum no claim bonus that we allow.

Faultless no claim bonus

Your no claim bonus will not be affected if the boat is damaged, stolen or burnt and:

- the damage, theft or fire was not your fault, **and**
- you can provide us with the name and current address of the person who caused the damage.

We will decide who was at fault.

Decreasing your no claim bonus

We will reduce your no claim bonus for all other claims at the next renewal of your policy.

How To Make A Claim

How to make a claim

1. Make sure you have all the information you need to support your claim

We will need:

- contact details of any other people involved in the incident, including their name, current residential address and who they are insured with
- any letters, notices or court documents about the incident within 72 hours of receiving them
- the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act – the Police will provide you with this number when you report the incident to them.

2. Contact us or your insurance adviser to make a claim

You need to make your claim as soon as possible.

Any delays may:

- reduce the amount that we pay, **or**
- prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim.

We may:

- ask you to provide us with proof of ownership
- need to inspect the boat or other damaged items
- need quotations from a repairer.

3. If you need emergency repairs

If you need to make emergency repairs, we will arrange assistance through our preferred repairers and suppliers.

To find out about your responsibilities when you make a claim, see page 25 ◄
To find out **how we settle a claim**, see next page ►

How we settle a claim

This is a current market value policy.

You may choose to insure the boat on the basis of agreed value – see page 12 If you have done so, this will be shown on your policy schedule.

Market value

Unless you have insured the boat for an agreed value, in the event of a claim, the maximum amount the insurers will pay you is the sum insured limit for the boat insured under this policy or the current market value, whichever is the lesser.

Agreed value

If you have chosen this option and it is shown on your schedule, in the event of a claim, the maximum amount the insurers will pay you, subject to the sum insured limit shown on the schedule, is the agreed value for the boat.

How much we pay – total or constructive total loss

We may decide, subject to the sum insured limit, that in the event that the boat becomes a total loss or constructive total loss after an accident, or where it is stolen, maliciously damaged or burnt:

- to pay you the market value or sum insured for the boat (or agreed value, where this option is taken), **or**
- to replace the boat with a replacement boat provided one is locally available. We will pay the registration and the dealer delivery fee. If a replacement boat is not available, we will replace the boat with the nearest equivalent boat available.

We decide which one we will do.

If we pay you the market value or the sum insured (or agreed value if that option is taken) rather than replacing the boat, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

If the boat was purchased new and is less than two years old from the date of first registration and it becomes a total loss after:

- an accident
- it is stolen or maliciously damaged
- it is burnt,

we will do the following:

- replace the boat with a new replacement boat provided one is locally available
- pay the registration and the dealer delivery fee.

If a new replacement boat is not available, we will replace the boat with the nearest equivalent boat available, or pay you the market value (or agreed value if that option is taken) of the boat you have lost up to the sum insured shown in the schedule.

How much we pay – accidental damage

For all claims, the insurers may decide, subject to the sum insured limit, to:

- repair or replace the item involved
- pay you the reasonable cost of repairing or replacing the item involved
- pay you the sum insured limit and take ownership of any salvage, **or**
- pay you the current market value of the item involved and take ownership of any salvage.

We decide which one we will do.

Our policy provides that the insurers may decide either to replace an item or to pay the cost of replacing an item.

This is determined by:

- comparing the value of the item with an item of equal age and condition, **or**
- the actual cost of an item of equal age and condition.

When we take the option of repairing an item, the amount that the insurers pay is limited by the actual value of the item being repaired compared with its age and condition.

Details of how GST can affect your claims payment are set out in the following 'GST notice'.

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

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 any 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.

How much we pay – legal liability

We will pay the costs of:

- compensation, **and**
- legal fees and expenses,

that you are liable for.

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

Limit on what we will pay – legal liability

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

Excess

What you must pay if you make a claim – excess

Excess means the amount you must contribute to any claim you make under this policy. For most claims you make on this policy, you will have to pay the excess which is shown on your policy schedule or, unless specifically mentioned in your current policy schedule, an excess mentioned in this policy.

You must pay any excess to us, or to the supplier or repairer – we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

When you must pay your excess

You must pay the amount of the excess for each claim unless we say so.

When you will not have to pay an excess

You will not have to pay an excess for claims arising out of death or personal injuries under the personal accident or liability cover.

You do not need to pay your excess if the boat is damaged, stolen or burnt and both the following apply:

- the damage, theft or fire was not your fault
- you can provide us with the name and current address of the person who caused the damage.

We will decide who was at fault.

Personal Watercraft (PWC) excess

For personal watercraft whenever the vessel is under the control or being operated by a person who is:

- less than 25 years of age, **or**
- has less than two (2) years experience in the use of this type of craft,

the excess shown in your policy schedule is increased by 100 per cent subject to a minimum amount of $500, each and every claim.

Applicable to both Social Racing and Optional Yacht Racing Extension

The excess applicable to all claims made under the racing risk cover option is as follows:

Boats with a sum insured value of up to and including $50,000

No additional excess applies and the excess will be as shown in your current Policy Schedule.

Boats with a sum insured value in excess of $50,000

Damage during racing will be subject to the current excess shown in your current Policy Schedule, except that for damage to an item/items comprising part of the sails, masts spars, standing and running rigging an additional excess will apply as follows:

If the damaged item/items are:

- less than two (2) years old from the date of manufacture – an excess of 20 per cent of the value of the claim for the damaged item will apply to the claim for that item
- aged 2 years old or more from the date of manufacture – an excess of 30 per cent of the value of the claim for the damaged item will apply for that item

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 30 days, we may refuse to pay a claim. We will notify you if you have not paid any instalment.

Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

How To Resolve A Complaint Or Dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to a staff member in the area concerned. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with the decision, you can go to step 2.

2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant internal dispute resolution area which will conduct a review of your dispute.

If you are still not satisfied with the decision, you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of the decision. The dispute resolution area will provide you or your insurance adviser with information about the options available to you, such as referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about the complaint or dispute resolution procedures is available by contacting us.

Glossary

accidental loss or damage
damage to, loss or destruction of the boat caused by an unintentional act, or an unforeseen and uncontrollable incident, including theft, malicious acts or vandalism.

accessories
maritime equipment whether removable or fitted to the boat and which is intended for use with the boat including:
- auto pilot
- binoculars
- boat and motor covers
- bilge pumps
- chairs
- custom-made storm and boat covers excluding tarpaulins
- depth sounders
- detachable canopies
- electronic navigation equipment
- electronic equipment used for measuring speed or weather
- eskies
- extra fuel containers
- fire extinguishers
- first aid kits
- gas bottles
- global positioning system
- horns
- keys
- mag wheels on the boat trailer
- portable lights and torches
- refrigerators
- seat cushions
- solar panels
- spare propellers
- storage batteries
- stoves, portable barbecues
- two-way radios

authorised user
a person you allow to use the boat.

boat
the insured boat which is either the boat described in the schedule or a replacement boat. It also includes the insured boat's:
- hull
- motors
- equipment
- accessories and tools
- sails, masts, spars, standing and running rigging including wind and speed instruments
- trailer
- contents
- tender boat or dinghy (*provisions apply – see definition)

boat tender
the insured boat's tender or dinghy and the tender or dinghy's motor provided:
- you own it, **and**
- it is used primarily in conjunction with the boat, **and**
- it does not have a separate registration to the boat and is marked with the registration number of the boat, **and**
- it does not have a speed capable of exceeding 20 knots.

computer technology
means and 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.

contents
domestic appliances and household goods which are not a fixed part of the vessel, including but not limited to:
- appliances, white goods and audio/visual entertainment systems
- carpets, rugs, curtains and internal blinds
- furniture and furnishings
- manchester
- consumable stores including food

but excluding:
- cash, credit cards, bank notes, jewellery, watches, precious gems or metals, bullion, stamp, coin or other collections or any documents of value including tickets, deeds or securities
- motor vehicle or motor bike parts or accessories
- furniture, computer or office equipment used in connection with a trade, business or profession
- stock used for a business, trade or profession
- contents for sale, on display, exhibition or on consignment
- mobile phones or pagers, laptop computers
- tools of trade
- animals or plants

Any items that are permanently attached or fixed to the structure of the hull and that cannot be removed without causing damage to the hull are deemed to be part of the hull and not contents.

diving equipment
recognised and commercially manufactured sports diving equipment including regulators, tanks and buoyancy compensation devices owned by you.

employee
- any person working for you or an authorised user under a contract of service or apprenticeship
- any person deemed by legislation in respect of work-related accident compensation or occupational health and safety to be an employee of you or an authorised user or a worker in relation to you or an authorised user.

endorsement schedule
a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, terms and conditions of your policy.

equipment
safety equipment installed or carried in accordance with statutory requirements which includes:
- anchors
- life-saving equipment including life jackets
- EPIRB (Emergency Position Indicating Radio Beacon)
- life buoys
- oars or paddles
- ropes or chains.

excess
the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule and in this PDS.
We will reduce the amount we pay you for your claim by the excess.

family
includes your spouse or partner, your (or your spouse's) children, parents or other relatives, provided these live permanently with you.

fishing gear
rods, reels, tackle and other similar equipment used for the purpose of recreational/sport fishing owned by you.

geographic or navigational limits
The specific restrictions on where the boat is covered contained in this policy or noted on your policy schedule if we have agreed to vary them or applied additional restrictions.
Unless otherwise specified, the boat is covered whilst it is navigating Australian inland and coastal waters up to 200 nautical miles offshore or in transit within Australia and while the boat is at any marina, slipway or location when laid-up ashore, or engaged in any voluntary rescue work within Australia.
There are exceptions to this for 'Lay up' and 'Yacht racing' – see pages 5, 12 and 19.

hull
the shell of the boat, deck, fixtures and fittings on deck or below deck or underwater and electrical systems that are not normally removable and would be normally sold with the boat.

incident
a single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.

injured or injury
- bodily injury, death, sickness, disease, disability
- shock, fright, mental anguish

caused solely and directly by accidental, violent, external and visible means, including exposure to the elements caused by them.

legal liability
legal responsibility arising out of the use of the boat to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you or the person covered have done something wrong or are at fault.

malicious act
a wilful act done with intent and without your consent.

market value
the amount of money it would cost to replace the boat in your local area. We take into account the age and condition of the boat.

masts, spars, rigging and sails
the masts, booms, fittings, spinnaker poles, standing and running rigging arid sails of the insured boat.

motors
- inboard motors
- outboard motors
- auxiliary motors
- stern drive units
- jet units
- gear boxes
- propellers
- shafts
- skegs
- portable fuel tanks and lines
- wiring harness
- instruments (e.g. tachometer)
- control cables
- generators
- winch motors.

period of insurance
the length of time between the start date and end date of your policy, as listed on your current schedule.

personal property
personal items belonging to you or your immediate family or guests on the boat, limited to clothing, shoes, waterproof gear and manchester.

policy
the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of the following documents
- this Product Disclosure Statement and policy booklet (PDS) and any supplementary PDS, **plus**
- your current schedule, **and**
- any endorsement schedule that we issue in writing.

premium
the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

replacement boat
a boat purchased by you to replace the insured boat described on the schedule, which has been notified to us within 14 days of its purchase and agreed to be covered by us in accordance with your policy.

salvage
means either
- what is left of the boat after it has suffered loss or damage, **or**
- the action of saving the boat in a time of peril.

schedule
your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

special conditions
exclusions, restrictions or extensions to cover that are imposed on specific matters or people.

sporting equipment
equipment designed to be used in a leisure activity that involves some element of physical activity or competition.

substitute boat
a boat designed and used for private use. Cover for a substitute boat only applies when the boat is unable to be used.

Supplementary Product Disclosure Statement (SPDS)
a separate document that updates, corrects or adds to the information contained in this PDS.

tools
tools kept permanently on the insured boat for emergency and breakdown purposes.

total loss
the loss of the entire boat or damage to the boat which we consider to be uneconomical to repair or requires repairs costing more than the market value of the boat or the sum insured.

trailer
a professionally manufactured purpose-built trailer used for the transport of the boat including its winch or power winch.

water ski equipment
any commercially manufactured water ski equipment owned by you.

waterskiing or aquaplaning
travelling on the surface of water, either on water skis or similar devices designed for that purpose while being towed behind the boat.

we, us and our
CGU Insurance Limited. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is called ‘we’, ‘us’ or ‘our’.

yacht racing
taking part in a sporting event organised by a club or association except for social yacht racing. Social yacht racing is any sporting event organised by a club or association in which spinnakers are not used and which is less than 50 nautical miles in length.

you, your or the named insured(s)
the person or persons/company named on the schedule.

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PID0302 REV8 03/14