



Personal WaterCraft

QBE Australia

Product Disclosure Statement and
Marine Insurance Policy



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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider.
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About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About Austbrokers SPT

Austbrokers SPT Pty Ltd ABN 80 077 797 034, AFS Licence No. 237117 is an insurance services provider based in New South Wales with its activities servicing Australia wide.

You can contact Austbrokers SPT at:

Toll Free 1800 263 908

Tel: (02) 9525 9311

Fax: (02) 9525 0820

Email: info@sptinsurance.com.au

Mail: PO Box 500 Miranda N.S.W 1409

Austbrokers SPT Pty Ltd ABN 80 077 797 034, AFS Licence No. 237117 is acting under a binding authority given to it by us. In arranging and effecting this Policy, Austbrokers SPT Pty Ltd will be acting under authority given to them by us. They will be acting as our agent, not as your agent.

The PDS is issued by Austbrokers SPT Pty Ltd on our behalf.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Summary of Cover

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<p>Section 1 Loss of or damage to your PWC</p> <ul style="list-style-type: none"> • accidental loss or damage during use or while stored ashore in a locked shed, garage or premises; • accidental damage or sinking provided it was seaworthy; • malicious damage or vandalism; • latent defect within the hull, motors/machinery of the PWC; • negligence of repairers; • an accident during transit on a PWC trailer by road, rail or ship within Australia mainland and Tasmania; • theft of your PWC while permanently or temporarily stored ashore in a securely locked garage or yard provided there is actual physical evidence of visible, forcible and violent entry into and removal from the place of storage; • theft of your PWC while stored permanently or 	<ul style="list-style-type: none"> • optional pontoon extension to cover loss or damage to your pontoon used for the storage of your PWC; • optional racing extension to cover loss or damage to your PWC during racing. <p>An additional cost will apply.</p>	<ul style="list-style-type: none"> • if you do not keep your PWC in good condition and seaworthy (e.g. keep it properly serviced and free of corrosion) and in compliance with any Statutory requirements or do not take reasonable precautions when using your PWC; • if the loss or damage is intentionally caused by you or a person acting with your express or implied consent, unless required by law; • caused by normal wear and tear or depreciation;

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<p>temporarily on a moored pontoon or wharf provided that your PWC was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the PWC and the anti theft device;</p> <ul style="list-style-type: none"> • theft of your PWC while unattended on a trailer and or theft of the trailer, provided the trailer was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the trailer and the anti theft device; • search costs up to \$10,000; • inspection costs for damage following stranding; • damage caused to your PWC by government authority in order to prevent or minimise a pollution hazard; • clean up costs up to \$250,000; • recovery or removal of wreck up to \$1,000,000; 		<ul style="list-style-type: none"> • caused by : mechanical, computer, electronic or electrical breakdown or failures • caused by faulty design or construction of your PWC; • theft of your PWC while left unattended outside the normal or temporary place of storage or trailer where you have not taken reasonable precautions to prevent theft.

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<ul style="list-style-type: none"> • reasonable costs due to you needing to take action to minimise loss, remove the PWC to safety, dry all electrical equipment in the motors or clean and oil the motors; • emergency land towing costs up to \$750. 		
Additional benefits		
<p>Other benefits of the Policy include:</p> <ul style="list-style-type: none"> • finance gap cover when your PWC is declared as a total loss; • loss or damage to your personal effects up to \$2,000 with a limit of \$500 per item; • personal accident. <ul style="list-style-type: none"> ○ We will pay for death or permanent total disablement to you arising out of the use of the PWC: <ul style="list-style-type: none"> ■ death - \$25,000; ■ permanent loss of eye - \$10,000; ■ permanent loss of use of a limb - \$10,000; ■ permanent loss of the thumb and index finger - \$5,000. 	These additional benefits are included at no extra cost.	

Description of cover provided	Additional extras you can obtain on request	Cover exclusions - please refer to the Policy Wording for specific details
<p>Section 2</p> <p>Third party liability</p> <ul style="list-style-type: none"> accidental death or bodily injury to a person other than you; accidental death or bodily injury to you when another person is in control of your PWC; accidental damage to other people's property; <p>caused by the use of your PWC.</p> <ul style="list-style-type: none"> property damage caused by or arising from sudden and accidental pollution of up to \$250,000; <p>You can select the level of legal liability cover you require \$2,000,000, \$5,000,000, \$10,000,000 or \$20,000,000.</p>	<p>You can apply for our optional waters skiers and/or aquaplaning extension to cover:</p> <ul style="list-style-type: none"> liability for you and the water skier (includes aquaplaning) <p>An additional cost will apply.</p>	<ul style="list-style-type: none"> pollution caused by your negligence or wilful misconduct; caused by para-sailing or other aerial activities including a water ski ramp while using you PWC, or under optional water skiing and aquaplaning cover; when you are racing under optional water skiing and aquaplaning cover.

Significant risks

The product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the Policy Terms and Conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

- where an excess applies. Any applicable excess will be shown in your Policy Schedule, or in the Policy booklet,
- if you do not keep your PWC in good order and repair,
- if your PWC is being used for an unlawful purpose,
- if you do not adequately secure your PWC.

The cost of this policy

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

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

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

- make, model and type of PWC;
 - construction;
 - maximum speed;
 - sum insured;
 - the limit of liability chosen for the third party liability cover;
 - your experience in the operation of a PWC;
 - age of operator of PWC;
 - cruising limits;
 - state, territory or location where the PWC is insured;
 - method of storage for your PWC;
 - anti theft & identification device;
 - previous loss history.
-

Cooling off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling off period, contact your financial services provider.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- Annually,
- cash, cheque, credit card or bank transfer.

Your premium and how you've chosen to pay it are shown on your Policy Schedule.

Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one (1) event.
Anti theft device	<p>a professionally manufactured purpose designed device which has been designed specifically to prevent theft of the attached or protected goods (a chain and padlock/s is not an anti theft device). Examples include:</p> <ul style="list-style-type: none"> • Klamp it; • hitch helmet; • trailercop; • Trojan sentry; and • braided steel cable to secure your PWC to the trailer.
Damage	any form of physical harm to the PWC but does not include wear and tear or anything that was present before this Policy came into force.
Equipment and accessories	<p>in accordance with statutory requirements and any other equipment intended for the use of or with the PWC including:</p> <ul style="list-style-type: none"> • anchors; • PWC and motor covers; • bilge pumps; • life-saving equipment including life jackets; • auto pilot; • depth sounders; • electronic navigation equipment that can be clearly demonstrated are used for navigation purposes; • global positioning system; • EPIRB (Emergency Position Indicating Radio Beacon); • safety equipment installed or carried in as shown in the Policy Schedule.

When we say	We mean
Excess	<p>an excess is the first amount of any claim which must be paid by you. If an excess is applicable to any sections of your Policy the amount will be shown in the Policy Schedule.</p> <p>This amount will be deducted from the amount payable on each claim.</p>
Family	<p>includes your spouse or partner, the children, parents or other relatives of you or your spouse or partner who lives permanently with you.</p>
Forcible and violent entry	<p>an entry obtained by picking or breaking a lock or anti theft device by means of an instrument involving the use of violence. Visible evidence including marks or broken components is required as proof. Mysterious disappearance is not proof of forcible and violent entry.</p>
Hull	<p>the main body of the PWC, including bottom, sides and deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the PWC.</p>
Indemnity	<p>to place you in the same financial and/or material position as you were in immediately before your loss. Indemnity does not mean new for old unless stated. We may deduct an amount for wear and tear, depreciation or betterment.</p>
Latent defect	<p>any flaw in the construction or the material used in the construction of the hull and superstructure, motors/machinery of the PWC that is not known by you and would have not been discoverable by a competent trades person carrying out normal inspection.</p>
Legal liability	<p>your legal responsibility arising out of the use of the PWC to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.</p>

When we say	We mean
Market value	<p>the value of your PWC in your local market, for example, the amount it costs to buy the equivalent PWC (including GST) from the authorised Australian distributor in your area.</p> <p>Market value is generally based on:</p> <ul style="list-style-type: none"> • PWC type; • manufacturer; • model; • specifications; • the age and condition of your PWC (including wear, tear and maintenance history); • non-standard accessories; • modifications made to the PWC. <p>Note: that if your PWC is considered to be a parallel/grey/personal import than the market value may be lower than the equivalent Australian model due to the difference in specifications.</p>
Motor(s)	<p>includes:</p> <ul style="list-style-type: none"> • inboard motor/s; • jet units; • gear boxes; • shafts; • wiring harness; • instruments (e.g. tachometer); • control cables.
Omission	<p>a failure to act and includes a failure to do or say something.</p>
Period of insurance	<p>the period for which the cover under your Policy is in force. You will find this period of insurance set out in your Policy Schedule.</p>
Permanent total disablement	<p>you have been unable to carry out any occupation for which you are suited by reason of your education, training or experience for a period of at least 12 consecutive months and you remain unable to do so for a continuous indefinite period solely and directly as a result of the injury.</p>
Personal effects	<p>as listed below:</p> <ul style="list-style-type: none"> • clothing; • waterproof gear, bags;

When we say	We mean
	<ul style="list-style-type: none"> • food or beverage coolers; • shoes; • wallets or purses excluding cash and credit cards; • toilet articles; • hats or caps; • keys or pens; • tool kit.
Policy Schedule	<p>the most recent document we give you. We give you a Policy Schedule when you:</p> <ul style="list-style-type: none"> • first buy the Policy from us; • change any part of the Policy or any personal details relevant to it; or • renew the Policy with us.
Pontoon	<p>the floating pontoon including the connecting access walkway from the pontoon to the point of connection of the walkway with land or other fixed structure used to store your PWC.</p>
Premium	<p>the amount you pay for the insurance provided by this Policy, including any taxes and other government charges. (This is different from the excess that you pay when making a claim).</p>
PWC	<p>the personal watercraft described in the current Policy Schedule.</p> <p>Your personal watercraft is comprised of:</p> <ul style="list-style-type: none"> • the hull; • its motor/s; • equipment and accessories; and • its trailer.
Racing risks	<p>taking part in an organised sporting event.</p>
Salvage	<p>what is left of the PWC after it has suffered loss or damage.</p>
Seaworthy	<p>your PWC is in good condition, well maintained, suitable, capable and properly equipped for use in usual sea or water conditions and is reasonably fit in all respects to operate safely and efficiently for its designed purpose.</p> <p>For example:</p>

When we say	We mean
	<ul style="list-style-type: none"> • the PWC is designed for the intended usage; • the hull is structurally sound and clean; • all mandatory safety gear is on board (when on the water) and in good condition; • all other parts of your PWC are in good condition, good working order and well maintained (e.g. motor, steering, anchor, pumps, navigational equipment, bungs, etc) and you can verify that the maintenance recommendations of the manufacturer have been carried out.
Theft	a person has taken your PWC, equipment and accessories without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.
Total loss (actual or constructive)	<p>your PWC is a actual total loss when it is totally destroyed or damaged in such a way that it can be neither recovered nor repaired for further use. If the PWC is damaged beyond an amount which we consider economical to repair or the loss of the entire PWC then we consider it be a 'constructive total loss'.</p>
Total loss payment	the full amount agreed to be paid to you (after deduction of any Policy excess) following an actual or constructive total loss.
Trailer	the trailer described in the Policy Schedule and its winch, including power winch.
Unrepaired damage	damage to the PWC sustained prior to inception of the Policy or during the currency of the Policy which is unrepaired (excluding normal wear and tear) at the expiry of the Policy.
Water ingestion	water in flow into the PW causing damage to the motor other than damage caused as a result of an impact or collision with a solid object resulting in damage to the hull.
Water ingestion excess	the first amount you must contribute to any claim you make under this Policy where the cause of loss is identified as being ingestion of water into the motor of the PWC. The excess payable will be \$1,500

When we say	We mean
	or 50% of the total repair cost of the hull and motor or the total loss value of the PWC for all claims, whichever is the greater.
Water skiing or aquaplaning	travelling on the surface of water, on water skis or similar devices designed for that purpose while being towed by your PWC.
Water skiing or aquaplaning equipment	water skiing or aquaplaning equipment specifically designed and professionally manufactured for the purpose of being towed behind your PWC and used for recreational purposes and owned by you.
We/our/us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 .
You, your	any of the person or persons named as the insured in your Policy Schedule. If more than one (1) (1) person is named as the insured in the Policy Schedule, we will treat an act, omission, statement or a claim by any one (1) of those persons as an act, omission, statement or a claim by all of them.

Section 1 - Cover for your PWC

What is covered

We will cover your PWC described in your Policy Schedule including personal effects (or those of any passenger on your PWC) while it is navigating or in transit within the cruising limits specified in your Policy Schedule, and including while the PWC is laid-up ashore or engaged in any voluntary rescue work. If no cruising limits are specified in your schedule then whilst being operated within ten (10) nautical miles of the Australian mainland including Tasmania.

What you are covered for - loss of or damage to your PWC

We will cover you for:

- (a) Accidental loss or damage to your PWC or part of it caused by:
 - an accident during use or while stored ashore in a locked shed, garage or premises;
 - sinking, provided it was in a seaworthy condition at the time of sinking;
 - malicious damage or vandalism;
 - a latent defect within the hull, motors/machinery of the PWC (excluding the cost and expense of replacing or repairing the defective part), provided the loss or damage has not resulted from lack of due diligence (care) by you;
 - negligence of the repairers (excluding you) provided the loss or damage has not resulted from lack of due diligence (care) by you;
 - an accident during transit on its PWC trailer by road, rail or ship within mainland Australia and Tasmania including loading and unloading.
 - (b) Theft:
 - of your PWC while permanently or temporarily stored ashore in a securely locked garage or premises provided there is actual physical evidence of visible, forcible and violent entry into and removal from the place of storage;
 - of your PWC while stored permanently or temporarily on a moored pontoon or wharf provided that your PWC was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the PWC and the anti theft device;
 - of your PWC while unattended on a trailer and or theft of the trailer, provided the trailer was immobilised by an anti theft device and there is actual physical evidence of visible, forcible and violent removal of both the trailer and the anti theft device.
-

It is a condition of this Policy that you are at all times required to take reasonable security measures to prevent theft (e.g. placing equipment/accessories motors temporarily removed from the PWC in a secure place of storage and ensure all anti theft devices are engaged).

(c) Search costs

Costs of expenses reasonably incurred by you for hire or charter or any aircraft to be utilised in search of your PWC presumed lost or in distress subject to a limit of \$10,000 any one (1) event.

(d) Hull inspection costs

If your PWC is stranded, we will pay the reasonable costs of inspecting the hull to see if it is damaged. The excess shown in the Policy Schedule will not be deducted from a claim for these costs.

(e) Clean up costs

We will cover you for the reasonable costs of cleaning up an accident site following accidental discharge, emission, spillage or leakage upon or into waters or land of oil, diesel, petroleum products, effluent or sewage following an insured event. These costs are recoverable in addition to the sum insured of your PWC and subject to a limit of \$250,000 any one (1) insured event.

(f) Pollution hazard

We will cover you for damage caused to your PWC by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your PWC, provided this has not resulted from a lack of due diligence by you.

(g) Recovery or removal of wreck costs

If your PWC is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your PWC and are subject to a limit of \$1,000,000 any one (1) insured event.

(h) Other expenses

If your PWC gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:

- minimise loss or damage; or
- remove the PWC to safety (including emergency towing); or
- dry all the electrical equipment in the motor(s); or
- clean and oil the motor(s).

(i) Land towing costs to take your PWC to the nearest repairer in an emergency following a loss, limited to a total sum payable of \$750 for all claims during the period of insurance. The excess shown in the Policy Schedule shall not be deducted from a claim for these costs.

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.

However, you must advise us as soon as possible after the action has been taken.

What you are not covered for - loss of or damage to your PWC

We will not cover you for:

- loss or damage to moorings;
 - loss of or damage to mobile phones, money, credit cards, watches, jewellery, cameras, pagers, consumable stores, compact discs, audio or video tapes or e-book readers;
 - theft of your PWC or any part of it by persons to whom you have loaned your PWC;
 - theft of your PWC while left unattended outside the normal or temporary place of storage or trailer where you have not taken reasonable security precautions to prevent theft;
 - loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law;
 - depreciation or reduction in value due to repairs;
 - loss or damage (including sinking) caused by normal wear and tear;
 - loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin and/or marine growth;
 - loss or damage caused by rusting or other forms of corrosion, or electrolysis;
 - loss or damage (including sinking) caused by lack of maintenance;
 - mechanical, computer, electronic or electrical breakdown or failure including seizing or overheating of motors, unless these incidents have been caused by your PWC being run aground, sinking or submerged, burnt, or your PWC has come into contact with a sudden and unforeseen external item or substance other than water and sand, and there is physical evidence of one of these covered events occurring.
 - the cost of repairing or replacing any part of the PWC which is defective and the defect is caused by fault or error in design or construction or faulty workmanship;
 - financial, emotional or psychological loss which occurs because you cannot use your PWC;
 - accidental loss or damage to sporting equipment and tools while in use;
 - damage while your PWC is racing unless you pay an additional premium and we agree to provide the optional racing risk extension;
 - any arrears on the repayments of your finance contract, including deferred payments and penalty costs associated with late or deferred payments;
 - any claim arising directly or indirectly from pollution or contamination by any substance;
 - any fine or penalty;
 - the lawful seizure, confiscation, nationalisation or requisition of your PWC.
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How much we pay - Loss or damage to your PWC

If your PWC is accidentally damaged or stolen, the basis of claims settlement will be:

Total loss

If it is determined that your PWC is an actual total loss or constructive total loss (not economical to repair), we will at our option:

- pay the amount of loss or damage up to the sum insured or its market value, whichever is the lesser; or
- replace your PWC with a new PWC of the same make specifications, model or series so long as it is available in Australia and provided that it is less than twelve (12) months old. We will also pay any registration and/or stamp duty costs applicable for the replacement PWC.

Any lost or damaged parts will become our property.

Partial loss

In the event of a partial loss of the PWC, if we accept your claim and decide your PWC can be repaired, we will, at our option:

- repair your PWC or the part(s) involved to as near as possible to the condition and standard it was before the loss or damage occurred; or
- pay you the reasonable cost of repairing your PWC or part(s) to as near as possible to the condition and standard it was before the loss or damage occurred.

However the maximum amount payable will not exceed the total sum insured under any circumstances. Any lost or damaged parts will become our property.

We will not:

- pay the extra costs to repair your PWC to a better condition and standard than it was before the loss or damage;
- fix a fault in your PWC that existed before the loss or damage occurred;
- pay for repairing pre-existing damage that you did not repair, or make a claim for in the past. If we agree, you can pay the extra cost of repairing this damage as part of your claim.

Contribution to repairs

If your PWC is less than one (1) year old we will pay for the cost of repairs using new parts as needed. If your PWC is aged 1 year or more we may require you to contribute towards the cost of buying new parts used for repairing your PWC if the damaged parts are affected by age or wear and tear.

Imported PWC's (Parallel/grey imports)

If your PWC is defined by the Australian Customs Service (ACS) and Australian Quarantine and Inspection Service (AQIS) as a 'Parallel/Grey/Personal Import' and has been imported from outside Australia, we will only provide cover under this Policy if your PWC is compliant with the relevant maritime regulations in your State.

If PWC is damaged and the cost of repairing it is more than its equivalent market value in Australian currency, or if your PWC is stolen and not found, we will only pay up to the market value at the time it was stolen or damaged.

We will not pay more than the amount shown on the sale contract for your PWC or the value of your PWC that you declared to us at the start of your Policy, whichever is lowest.

If your PWC is damaged and the suitable parts or accessories are not available in Australia, we may choose to send you a cheque for the amount of the loss or damage instead of repairing your PWC. The amount they will pay for new parts and accessories will not be more than the manufacturer's last list price in the country your PWC was manufactured. We will use the currency exchange rates that apply at the date of that damage. We will not pay for the cost of importing any part or accessory into Australia.

Additional benefits

We give you the following additional benefits:

Finance gap cover

This Policy will pay to the financier of your PWC, the difference between the finance contract outstanding balance and the total loss payment you receive up to the sum insured of your PWC shown in your Policy Schedule.

Any loan balance difference paid to your financier will only be paid by us when:

- we have declared that your PWC is a total loss following an insured event; and
- the amount you received from us as the total loss payment is less than the outstanding balance of your finance contract.

This benefit will not apply when:

- your finance agreement is in default or arrears;
- the total loss payment paid to you by us is greater than the outstanding balance of your finance contract; or
- we decide to replace your PWC.

Any payment under this section of the Policy will always be paid directly to your financier.

Please remember that you will have to pay any excess shown on your Policy Schedule.

Personal effects

If your personal effects suffer physical loss or damage caused by an accident or theft you are covered up to a total sum of \$2,000 with a limit of \$500 per item arising from any accident or theft.

We will at our option:

- repair or replace the personal effects involved, or
- pay you the reasonable cost of repairing or replacing the personal effects involved.

Personal accident cover

If you suffer bodily injury as a result of an accident during the period of insurance which arises directly out of the use of your PWC, and that results within six (6) calendar months in either:

- death, or
- permanent total disablement.

We will pay in the event of your:

- death - the sum of \$25,000;
- permanent loss of sight of an eye - the sum of \$10,000;
- permanent loss of use of a limb - the sum of \$10,000;
- permanent loss of the thumb and index finger - the sum of \$5,000.

If more than one (1) person is named in the Policy Schedule, the amount we will pay you will be limited to the sum insured divided by the number of persons named as the Insured in the Policy Schedule.

To qualify for payment you must obtain and follow advice of a qualified medical practitioner (other than you or your family) as soon as possible after the accident.

Options you can choose for additional premium

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

Optional pontoon extension

If we have agreed to cover you and shown it in your Policy Schedule and you have paid the additional premium, we will provide additional cover for:

- (a) accidental loss or damage to your pontoon;
- (b) your legal liability for:
 - accidental death or bodily injury to a person other than you;
 - accidental damage to other people's property;

arising out of or in connection with the pontoon owned by you, used for the storage of your PWC.

The sections of the Policy called:

- What you are not covered for - loss of or damage to your PWC
- What you are not covered for - Legal liability
- General exclusions
- How much we pay - Legal liability
- Limit on what we will pay - Legal liability

also apply to this extension.

Optional racing risk extension

If we have agreed to cover you for racing risks and his shown in your Policy Schedule, we will provide additional cover to you for loss of or damage to your PWC while your PWC is racing.

We will only cover you when your PWC is participating in races within five (5) nautical miles off the Australian mainland including Tasmania.

When you are not covered

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

Please remember, if you make a claim under this optional cover you will have to pay the racing risk excess shown on your Policy Schedule for any loss or damage to your PWC or any legal liability for damage to other people's property.

The sections of the Policy called:

- How much we pay - Loss of or damage to your PWC
 - What you are not covered for - Loss of or damage to your PWC
 - What you are not covered for - Legal liability
 - General exclusions
-

also apply to this extension.

Section 2 - Legal liability cover

What you are covered for - Legal liability

1. Operating your own PWC

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

- accidental death or bodily injury to a person other than you;
- accidental death or bodily injury to you when another person allowed by you is in control of your PWC;
- accidental damage to other people's property;

caused by the use of your PWC.

2. The discharge, release or escape of fuel or lubricants

We will cover you or any person allowed by you to control your PWC (within the requirements of any law) against legal liability for actual 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 provided the discharge, emission, spillage or leakage does not arise from negligence or wilful misconduct with your knowledge.

This cover excludes:

- death, bodily injury or illness;
- contractual or assumed liability;
- any loss of use or consequential loss;
- breach of federal, state or local legislation regulation or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage, emission or leakage.

We will pay no more than \$250,000 for any one (1) accident or series of accidents arising out of the one (1) event in relation to this cover, including legal expenses.

What you are not covered for - Legal liability

We will not pay the costs of your liability for:

- loss of or damage to any property owned by you or in your custody or control or the property of any other person covered by this Policy;
 - bodily injury to, or the illness or death of a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party PWC insurance;
 - death or bodily injury or property damage intentionally caused by a person covered under this Policy;
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- death, bodily injury or property damage caused by the use of the trailer while it is attached to the towing vehicle or if it breaks away or accidentally detaches from the towing vehicle;
- death or bodily injury caused by the activity of scuba diving.
- the towing of persons or objects in the air, including para-sailing;
- water skiing or aquaplaning unless you have chosen the optional water skiers or aquaplaning extension and it is shown in your Policy Schedule;
- any trades person or company engaged by you for the repair, service or maintenance of your PWC;
- any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered by this Policy;
- actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia;
- any fine or penalty;
- aggravated, exemplary or punitive damages.

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 (1) accident. This maximum amount includes all legal fees and expenses.

Liability option you can choose for additional premium

The following liability option may be obtained on application, and for an additional premium.

Optional water skiers or aquaplaning extension

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

- accidental death or bodily injury to a water skier or aquaplaner (including you) towed by your PWC;

- accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your PWC; or
- accidental damage to another person's property caused by a water skier or aquaplaner being towed by your PWC.

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

- death or bodily injury to a person; or
- damage to property other than your PWC

caused by the water skier or aquaplaner while being towed by your PWC.

When this water skiers or aquaplaning extension does not cover you

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

- water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your PWC at the time of the accident;
- water skiing or aquaplaning when an aerial device or ski ramp is being used;
- water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed;
- competition water skiing or aquaplaning;
- towing or using hydrofoils, air foils, kite tubes, air chairs and sky skis;
- towing of any person by personal watercraft that breaches maritime regulations in accordance with the laws of the State or Territory of Australia where your PWC is being operated;
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a PWC (e.g. wave boards, surfboards or tyre tubes);
- towing of any device which is not recognised under Australian Safety Standards for such use;
- towing of any device used outside of the manufacturers guidelines, recommendations or specifications.

The sections of the Policy called;

- What you are not covered for - Legal liability
- General exclusions
- How much we pay - Legal liability
- Limit on what we will pay - Legal liability

also apply to this extension.

General exclusions

These general exclusions apply to all sections of this Policy.

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

This Policy will not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

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

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

Additional exclusions applying to this Policy

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

1. Your PWC is outside the cruising limits described in your Policy Schedule.
 2. Your PWC was being operated:
 - at a speed greater than eighty (80) knots,
 - with a motor more powerful than recommended by the hull manufacturer for the hull specifications,
 - with more than the maximum number of passengers or load recommended by the hull manufacturer.
 3. Your PWC was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in
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your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred.

But we will cover you if you were not on board the PWC at the time and can clearly demonstrate that you had no reason to suspect that the person in control would be under the influence of alcohol and any drug or had a percentage of alcohol or drugs in excess of legal limits.

4. Your PWC was under the control of a person not licensed under the applicable law.

But we will cover you if the person:

- was not named as one (1) of the insured in your Policy Schedule; and
- you can clearly demonstrate you had no reason to suspect that person was unlicensed.

5. Your PWC was being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional racing risk extension.
6. Your PWC was being used for an unlawful purpose.
7. Your PWC was being used for hire, charter, business purposes or for payment or reward at the time of the accident or loss.
8. Your PWC was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law.

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

9. Your PWC is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you.
10. You do not keep the PWC in good order and repair, or in a proper state of seaworthiness, registered and in compliance with any statutory requirements (e.g. Maritime Authority Regulations).
11. For death or bodily injury caused by the activity of scuba diving.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Automatic reinstatement

When we pay a claim for your PWC or an item under this Policy, the sum insured for your PWC or that item is automatically reinstated to the amount shown in the current Policy Schedule, provided you:

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

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- if there is any significant change in the condition or use of your PWC which may affect our decision to insure it, including but not limited to:
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- (a) a change of location of storage,
 - (b) a change of the method of storage,
 - (c) a change of the use of the PWC,
- if any event happens that may mean you may make a claim, and/or a claim may be made against you by another person, you must tell us within thirty (30) days of the event happening.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Purchase of a 'New' PWC

If you replace the PWC or any item shown in your Policy Schedule and we agree to cover the replacement, the Policy covers it:

- from the time you bought it; and
- up to the same value as your agreed sum insured; and
- no longer covers the old PWC or item.

We will give you this cover for the 'New' or replacement PWC or item only if:

- you give us written details of it within fourteen (14) days of buying it; and
- you pay us any additional premium that we ask for.

If more than one (1) person is insured by this Policy

Please remember if more than one (1) person is insured by this Policy, an act, omission, statement or claim by any one (1) of the insured people has the same effect as an act, omission, statement or claim by all of those people.

If you sell or give away your PWC

If you sell or otherwise give away your PWC or part-ownership in a PWC and do not tell us the cover under this Policy ceases immediately without any notice to you from the time of sale or you otherwise give away your PWC.

When you tell us that you no longer own the PWC, we will refund to you what is left of the premium you paid by deducting an amount which covers the period for which you have been insured with us.

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

Law & practice

Any court proceedings arising from this Policy will be determined by the courts in accordance with the laws of the State or Territory of Australia where your PWC is normally based or located.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do

For us to consider your claim, you must:

- promptly take all reasonable and responsible precautions to prevent any further loss or damage to your PWC, including electrical equipment and components which have been submerged and in the case of a motor, the flushing out of water ingested and oiling and drying of the motor and all other electrical equipment and components;
- make a report to the Police and applicable Maritime Authority if there is injury, malicious damage and theft or attempted theft of your PWC and record the time, date, incident/report number and name of the recording officer;
- collect personal details from drivers, passengers and witnesses. If another PWC, boat or motor vehicle is involved, take down its registration details (if it is registered) and the driver's insurance details;
- contact us as soon as possible and tell us details of what has happened;
- notify us as soon as possible (within 7 days) of any loss or damage where your PWC has ingested water;
- complete our claim form and any other form we ask you to complete, and send it to our claims department at any of our offices. Our claim form is available from your financial services provider or you may download it from our website www.qbe.com.au.

What you must not do

- You must not authorise repairs to your PWC without our consent.
- You must not admit to anyone that you are responsible for the incident, or negotiate or promise payment to anyone.
- You must not dispose of damaged parts of your PWC without our consent.
- You must not accept any payment from anyone who admits fault for loss or damage to your PWC, this should be referred to us.

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

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

- make or accept any offer or payment, or in any other way admit you are liable;
 - settle or attempt to settle any claim; or
 - defend any claim.
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When we may refuse a claim

We may refuse a claim if amongst other things:

- you do not do what your duty to disclose facts (duty of disclosure) requires you to do;
- in the application or when making a claim, you:
 - are not truthful,
 - have not given us or refuse to give full and complete details, or
 - have not told us something when you should have,
- you do not at all times take reasonable care to:
 - prevent theft of the PWC, motor or the equipment and accessories
 - protect your PWC against any initial or further loss or damage,
 - keep your PWC in good condition and seaworthy, (e.g. keep it properly serviced and free of corrosion and ensure drainage bungs are securely fastened prior to launch),
 - prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
 - obey any statutory requirements that safeguard people or their property,
- you do not give us the documents and information we may need to help us decide on any amount that we may pay you;
- you do any of the following without our knowledge and consent:
 - make or accept any offer or payment, or in any other way admit you are liable,
 - settle or attempt to settle any claim, or
 - defend any claim,
- you do not as soon as possible make a report to the Police about:
 - any injury, or
 - any malicious damage to your PWC, or
 - any theft or attempted theft of your PWC,
- you must give us a written statement from the Police saying that you reported such an event to them.

What we do

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

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the Policy Schedule.

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

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) section of the Policy.

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

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

Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- Proof of ownership or purchase (e.g. a sales receipt , sales invoice or sales contract) that shows a description, amount paid, where and when you bought it and from whom including financial transactions (e.g. debit details, credit card or bank statements) and registration transfer documents;
- the current registration papers for your PWC;
- copy of the current PWC Licence details (front and rear) for the person in control of the PWC;
- service records from a boat repairer or mechanic showing details of your PWC;
- records of your PWC from the marina or place of storage;
- valuations that substantiate the value of your PWC;
- current photographs of your PWC including interior and exterior views.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Your duty to co-operate

In the event of a claim, any benefits that this Policy gives you depend on you giving us full details of your loss and any help that we require, including further written statements and documents we consider relevant. We may also require you to attend Court to give evidence.

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

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

Excesses

For most claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule.

Faultless excess

The amount of excess you have paid will be refunded if we determine that the person in control of the other boat or driver of the vehicle was at fault for the incident and you supply:

- the correct name and current address of that person responsible for the incident;
- the registration or identification details of any boat or vehicle involved.

The amount of excess you have paid will only be refunded when there is no contributory negligence on your part as determined by us, unless we agree otherwise.

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 injury under the third party liability cover.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

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