



QBE Insurance (Australia) Limited

# Personal Watercraft - Liability only

Product disclosure statement and  
Marine insurance policy



## Contents

<b>About this booklet</b>	<b>3</b>
<b>Important Information</b>	<b>5</b>
Duty of Disclosure	5
Summary of Cover	6
Significant risks	7
The cost of this policy	7
Cooling off period	8
The General Insurance Code of Practice	8
Privacy	8
Resolving complaints & disputes	9
Contacting QBE's CCU, AFCA or the OAIC	10
Financial claims scheme	11
<b>Policy Wording</b>	<b>12</b>
Our agreement	12
Paying your premium	12
Words with special meanings	13
<b>Legal liability cover</b>	<b>17</b>
What you are covered for – Legal liability	17
What you are not covered for – Legal liability	18
Optional water skiers and/or aquaplaning extension	19
General exclusions	21
General conditions	23
Claims	25
Excesses	29
Other terms	29

Date of preparation: 22 October 2018

Date effective: 1 November 2018

QM878-1118

## 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.

### 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 largest 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](mailto: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>Third party liability</p> <ul style="list-style-type: none"> <li>accidental death or bodily injury to a person other than you;</li> <li>accidental death or bodily injury to you when another person is in control of your PWC;</li> <li>accidental damage to other people's property;</li> <li>caused by the use of your PWC.</li> <li>property damage caused by or arising from sudden and accidental pollution of up to \$250,000;</li> </ul> <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 water-skiers and/or aquaplaning extension to cover:</p> <ul style="list-style-type: none"> <li>liability for you and the water-skier (includes aquaplaning, barefoot skiing)</li> </ul> <p>Note: No cover for this extension whilst your PWC is involved in racing activities.</p> <p>An additional cost will apply.</p>	<ul style="list-style-type: none"> <li>pollution caused by your negligence or wilful misconduct;</li> <li>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;</li> <li>when you are racing under optional water skiing and aquaplaning cover.</li> </ul>

## 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 and 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](http://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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

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

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, 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's CCU, AFCA 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"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

**How to contact AFCA**

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

**How to contact the OAIC**

Phone	1300 363 992  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## 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 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## 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.
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"> <li>• anchors;</li> <li>• PWC and motor covers;</li> <li>• bilge pumps;</li> <li>• life-saving equipment including life jackets;</li> <li>• auto pilot;</li> <li>• depth sounders;</li> <li>• electronic navigation equipment that can be clearly demonstrated are used for navigation purposes;</li> <li>• global positioning system;</li> <li>• EPIRB (Emergency Position Indicating Radio Beacon);</li> <li>• safety equipment installed or carried in as shown in the Policy Schedule.</li> </ul>

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>
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>
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>
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>
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"> <li>• first buy the Policy from us;</li> <li>• change any part of the Policy or any personal details relevant to it; or</li> <li>• renew the Policy with us.</li> </ul>
Premium	<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>

When we say	We mean
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"> <li>• the hull;</li> <li>• its motor/s;</li> <li>• equipment and accessories; and</li> <li>• its trailer.</li> </ul>
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> <ul style="list-style-type: none"> <li>• the PWC is designed for the intended usage;</li> <li>• the hull is structurally sound and clean;</li> <li>• all mandatory safety gear is on board (when on the water) and in good condition;</li> <li>• 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.</li> </ul>
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.

When we say	We mean
You, your	any of the person or persons named as the insured in your Policy Schedule. If more than one (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.



## 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 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 10 nautical miles of

- the Australian mainland, or
- an Australian offshore Island within 250 nautical miles of the Australian mainland including Tasmania.

#### 2. Sudden and accidental pollution

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 from your PWC provided the discharge, emission, spillage or leakage does not arise from your wilful negligence or misconduct of any person allowed by you to control the PWC.

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

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

### 3. Berthholders liability

We will cover you for any legal liabilities imposed upon you by the terms and conditions of a lease or agreement for the provision of a berth or mooring or storage facility for your PWC.

## What you are not covered for – Legal liability

### Operating your own PWC

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 caused by the activity of scuba diving,
- death or bodily injury or property damage intentionally caused by a person covered by this Policy,
- loss or damage to third party property arising from the trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle,
- 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 elsewhere in the Policy,
- actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia,
- any fine or penalty,
- aggravated, exemplary or punitive damages.

## 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 options you can choose for additional premium

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

## Optional water skiers and/or aquaplaning extension

### What you are additionally covered for

If we have agreed to cover you and shown it in your Policy Schedule and you have paid any additional premium we ask for, we will cover you or any person allowed by you to control your 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 and/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,
- towing or using air chairs,
- towing of any person by personal watercraft that breaches waterways regulations,
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a PWC (e.g. surfboards or tyre tubes).

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 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.
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).

## 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, or any local autonomous sanctions.

## 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.

## 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:
  - (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 (e.g. 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 shown in your Policy Schedule and we agree to cover your legal liability for the 'New' or replacement PWC the Policy:

- covers your legal liability for the new/replacement PWC from the time you bought it, and
- no longer covers the old PWC for legal liability.

We will give you this cover for legal liability for the new or replacement PWC 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 you for.



## 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.

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 and 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 further loss or damage to your PWC or legal liability for death or injury to other people or loss or damage to their property,
- make a report to the Police if there is a death, injury or property damage to your PWC or to some other person's property,
- contact us and tell us details of what has happened,
- complete our claim form and any other form we ask you to complete, and take it or mail it to our claims department at any of our offices.

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

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

- make or accept any offer or payment, or in any other way admit you are liable,
- settle or attempt to settle any claim, or
- defend any claim.

## When we may refuse a claim

We may refuse a claim if amongst other things:

- you do not do what your duty to disclose facts (duty of disclosure) requires you to do
- in the application or when making a claim, you:
  - are not truthful;
  - have not given us or refuse to give full and complete details; or
  - have not told us something when you should have;
- you do not at all times take reasonable care to:
  - keep your PWC in good condition;
  - 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;
  - third party property damage;
- 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 legal liability 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 and 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;
- records of your PWC from the marina or place of storage;

## Subrogation, recovery action and 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 claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule.

Excess description	Excess amount
<b>Ski to ski collision:</b>	<ul style="list-style-type: none"> <li>\$3,000 excess for all claims involving collision with another Personal Watercraft (PWC), regardless of age or experience.</li> </ul>

## 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 (e.g. 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.

