Nautilus Marine
Australian Sailing Liability
Policy Wording
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Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy section below headed “Definitions.”
1. Our Agreement

This Australian Sailing Liability insurance Policy is a contract between You and Us:

Insuring Agreement

In consideration of You paying Us the Premium and in reliance upon the information You provided to Us in your application for insurance and its attachments, We shall cover You for the liabilities, costs and expenses that are covered by this Policy.

About Your Policy

This Policy is made up of this document, the Certificate and any Endorsements and they should all be read as one document.

If You think that any details contained in these documents are not correct or if You need to change anything, You should tell Us or ask Your insurance intermediary to tell Us.

Unless expressly stated to the contrary, words that are emphasised by the use of capitalisation and bold print have the meaning given to them in Section 6 – ‘Definitions’ of this Policy.

This Policy is a legal contract between You and Us.

Based on the information provided by You when You applied for this insurance and subject to You having paid the required Premium, We agree to insure You during the Period of Insurance.

Your 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 under the Policy, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay Your claim under this Policy and treat the contract as if it never existed.

Cooling Off Period

Once cover has commenced You have 21 (twenty one) calendar days to decide whether this Policy meets Your needs. This is called the “cooling off period”.

If during this time, You decide You are not completely satisfied with this Policy, and provided You have not made a claim under this Policy, You can cancel this Policy by notifying Us in writing. We will refund in full any Premium You have paid.

Privacy Statement

NM Insurance Agency Pty Ltd, ABN 34 100 633 038, trading as Nautilus Marine are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Statement outlines how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act.
Why We Collect Your Personal Information

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development, and
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

What Happens If You Don't Give Us Your Personal Information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How We Collect Your Personal Information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

Who We Disclose Your Personal Information To

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, the insurer, other insurers and reinsurers, your agents, our legal, accounting and other professional advisers, data warehouses and consultants, social media and other similar sites and networks, membership, loyalty and rewards programs or partners, providers of medical and non-medical assistance and services, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website www.nautilusinsurance.com.au. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More Information, Access, Correction or Complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website www.nautilusinsurance.com.au or by contacting us (our contact details are below).
Contact Us & Opting Out

By proceeding with Your application or submitting Your claim under this Policy, You and any other person included on this Policy, consent to this use and these disclosures unless You tell us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

By phone: 1300 780 533
By email: customerservice@nautilusinsurance.com.au
In writing: 28-32 George Street, Sandringham VIC 3191

Complaints Process

Both We and the Insurer are committed to handling any complaints about Our products or services efficiently and fairly.

Any enquiry or complaint relating to this insurance should be referred to Us in the first instance. Please contact Us.

By phone: 1300 780 533
By email: customerservice@nautilusinsurance.com.au
In writing: 28-32 George Street, Sandringham VIC 3191

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You can contact the Insurer on their dedicated complaints line – 1800 339 669 and/or in writing to

Head of Compliance AIG
Level 12, 717 Bourke Street
Docklands VIC 3008

General Insurance Code of Practice

The Insurer is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the General Insurance Code of Practice are available upon request.
2. What We Cover You For - Standard Benefits

You are covered for:

General Liability
Subject to the terms and conditions of this Policy, You are covered for General Liability
- caused by or arising from an Occurrence;
- in the ordinary course of Your Business, and
- happening during the Period of Insurance.

Product Liability
Subject to the terms and conditions of this Policy, You are covered for Product Liability
- caused by or arising from an Occurrence;
- in the ordinary course of Your Business, and
- happening during the Period of Insurance.

Costs & Expenses
Subject to the terms and conditions of this Policy, You are covered for Costs & Expenses relating directly to a General Liability or Product Liability covered under this Policy.
If to dispose of or settle a Claim, Compensation is payable in excess of the Limit of Liability, then Our liability for Costs & Expenses will be limited to the same proportion of the Costs & Expenses as the Limit of Liability bears to the total Compensation payable to dispose of or settle the Claim.

Our liability to pay Costs & Expenses is in addition to the Limit of Liability but in no case to exceed an amount equivalent to the Limit of Liability.

Removal of Wreck Expenses
Subject to the terms and conditions of this Policy, You are covered for Removal of Wreck Expenses incurred
- in the ordinary course of Your Business, and
- where the removal order is first served on You during the Period of Insurance.

If the Occurrence causing or giving rise to Removal of Wreck Expenses also gives rise to General Liability and/or Product Liability then Our liability to pay for Removal of Wreck Expenses is in addition to the Limit of Liability but in no case to exceed an amount equivalent to the Limit of Liability.

3. What We Cover You For - Additional Benefits

You are also covered for:

Physical or Legal Control Extension
The 'Physical or Legal Control’ exclusion clause contained in Section 5 ‘What is Not Covered’ of this Policy, shall not apply to Property Damage to

1. Watercraft provided that (a) such Watercraft is in Your physical or legal control for reward in the ordinary course of Your Business and (b) that You have accepted or assumed legal liability for such
Watercraft;

2. any of the items specified in sub-clauses (i) – (v) below, provided that such items are (a) in Your physical or legal control in the ordinary course of Your Business, and (b) that You have accepted or assumed legal liability for them:

i. Watercraft other than that specifically provided for in sub-clause (1) above;

ii. the personal tools, clothing or effects of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and personal effects of any of Your visitors;

iii. a premises (including its contents) leased or rented to or temporarily occupied by You;

iv. a Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) provided that such Vehicle is
   • not hired, leased by or loaned to You, and
   • is in a car park that is owned or operated by You, and
   • that You do not operate such car park for reward as a principal part of Your Business, and

v. any Property not more specifically provided for in sub-clauses (i) to (iv) above.

Unless stated to the contrary on the Certificate, the Limit of Liability applicable to the cover provided by the provisions of sub-clause (2) of this ‘Physical or Legal Control Extension’ clause is AUD500,000 (five hundred thousand Australian Dollars) for all amounts payable in respect of each claim or a series of claims under this Policy caused by or arising from one Occurrence and in the aggregate during the Period of Insurance.

Pollution Liability Extension

The ‘Pollution’ exclusion clause contained in Section 5 ‘What is Not Covered’ of this Policy, shall not apply to the extent of the provisions of this ‘Pollution Liability Extension’ clause.

Subject to the terms and conditions of this Policy, You are covered for Pollution Liability

• caused by or arising from an Occurrence;

• in the ordinary course of Your Business, and

• happening during the Period of Insurance.

Unless stated to the contrary on the Certificate

1. the Excess applicable to any claim under this ‘Pollution Liability Extension’ clause is AUD5,000 (five thousand Australian Dollars), and

2. the Limit of Liability applicable to this ‘Pollution Liability Extension’ clause is the ‘Pollution Liability’ amount stated in the ‘Limits of Liability’ section of the Certificate.

Professional Services Liability Extension

The ‘Professional Services’ exclusion clause contained in Section 5 ‘What is Not Covered’ of this Policy, shall not apply to the extent of the provisions of this ‘Professional Services Liability Extension’ clause.

Subject to the terms and conditions of this Policy, You are covered for Professional Services Liability

• caused by or arising from an Occurrence;

• in the ordinary course of Your Business;

• where the Property Damage and/or Personal Injury happens after the relevant Retrospective Inception Date, and

• the Claim is first made against You during the Period of Insurance.

Notwithstanding the above, You are not covered for Professional Services Liability unless pre-event safety inspections of Watercraft are undertaken by suitably qualified and experienced Employees of the Yacht Club.

Unless stated to the contrary on the Certificate

1. the Excess applicable to any claim under this ‘Professional Services Liability Extension’ clause is AUD5,000 (five thousand Australian Dollars), and

2. the Limit of Liability applicable to this ‘Professional Services Liability Extension’ clause is AUD2,000,000 (two million Australian Dollars) for all amounts payable in respect of each claim or a series of claims.
under this Policy caused by or arising from one Occurrence and in the aggregate during the Period of Insurance.

**Statutory Liability Extension**

The 'Fines & Penalties' exclusion clause contained in Section 5 ‘What is Not Covered’ of this Policy, shall not apply to the extent of the provisions of this ‘Statutory Liability Extension’ clause.

Subject to the terms and conditions of this Policy, You are covered for Statutory Liability

- caused by or arising from an Occurrence;
- in the ordinary course of Your Business as a Yacht Club;
- that happens after the relevant Retrospective Inception Date;
- the Claim is first made against You during the Period of Insurance, and
- We are not legally prohibited from disposing of or settling the Claim.

We do not cover any liability caused by or arising from any breach, contravention or violation of sections 182, 183, 601FD, 601FE or 601JD of the Corporations Act 2001 (Cth) and any amendment, consolidation or re-enactment of any of those sections.

Unless stated to the contrary on the Certificate

1. the Excess applicable to any claim under this ‘Statutory Liability Extension’ clause is AUD5,000 (five thousand Australian Dollars), and
2. the Limit of Liability applicable to this ‘Statutory Liability Extension’ clause is AUD1,000,000 (one million Australian Dollars) for all amounts payable in respect of each claim or a series of claims under this Policy caused by or arising from one Occurrence and in the aggregate during the Period of Insurance.

**4. What We Cover You For - Optional Benefits**

Provided a corresponding Limit of Liability and an additional Premium are stated on the Certificate, then You are also covered for:

**Environmental Impairment Liability Extension**

Provided a Limit of Liability and an additional Premium for Environmental Impairment Liability are shown on the Certificate then the ‘Pollution’ exclusion clause contained in Section 5 ‘What is Not Covered’ of this Policy shall not apply to the extent of the provisions of this ‘Environmental Impairment Liability Extension’ clause.

1. Subject to the terms and conditions of this Policy, You are covered for Environmental Impairment Liability
   - caused by or arising from an Occurrence;
   - in the ordinary course of Your Business;
   - where the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water take place after the relevant Retrospective Inception Date, and
   - the Claim is first made against You during the Period of Insurance.

2. Notwithstanding the above, We do not cover any liability
   (2.1) caused by or arising from any voluntary environmental investigation that is not required by Environmental Laws including, but not limited to, intrusive investigations or the taking or testing of soil
and/or water samples from any of Your premises or the purposes of establishing the presence of Pollutants;

(2.2) caused by or arising from any Underground Storage Tank unless such tank
   (2.2.1) is under 20 (twenty) years of age. The age of the tank shall be the period of time elapsed between the completion of manufacture of the tank and the inception date of this Policy;
   (2.2.2) complies with any relevant local, state and federal legislation;
   (2.2.3) has monthly monitoring by way of automatic tank gauging and/or monitoring wells and/or interstitial monitoring and/or statistical inventory analysis; and
   (2.2.4) has been specifically declared to and accepted by Us and such acceptance is stated on the Certificate;

(2.3) caused by or arising from the excavation or movement of any ground material, including but not limited to surface soils and subsurface soils, from any construction, redevelopment, or refurbishment on or at any of Your premises;

(2.4) caused by or arising from the voluntary or forced reconstruction, repair, replacement, removal, decommissioning, upgrading or rebuilding of any Underground Storage Tank or for any other improvements, site enhancements or routine maintenance on, within or under the site at which Underground Storage Tank is located, and/or

(2.5) that is the subject of indemnity under any other section of this Policy, or would be but for the Limit of Liability applicable thereto.

5. What Is Not Covered

You are not covered for:

Aircraft & Hovercraft

We do not cover any liability caused by or arising from

1. the use or ownership or operation by You of any Aircraft or Hovercraft;

2. the construction, maintenance or servicing by You of any Aircraft or Hovercraft, or

3. the use of any Watercraft or Property or structure owned, occupied or controlled by You as a landing area for Aircraft. The term "landing area" includes any area on which Aircraft taxi, land, take-off, are housed, maintained or operated.

Asbestos

We do not cover any liability caused by or arising from exposure to asbestos or materials containing asbestos.
Assault & Battery

Except to the extent provided for in sub-clause (5) of the 'Personal Injury' definition contained in Section 6 'Definitions' of this Policy, We do not cover any liability caused by or arising from assault and battery committed by You or at Your direction.

Confiscation

We do not cover any liability caused by or arising from confiscation, nationalisation, requisition, embargo or destruction of or damage to Property or Watercraft by order of any government, public or local authority.

Contractors

Unless You have informed us that You engage Contractors and this is stated in the 'Your Business' section of the Certificate, We do not cover any liability caused by or arising from the acts or omissions of Contractors.

Contractual Liability

We do not cover any liability which has been assumed by You under any contract or agreement that requires You to

1. effect insurance over Property or Watercraft, and/or
2. assume liability for Personal Injury and/or Property Damage regardless of fault.

This sub-clause (2) shall not apply with regard to liabilities

i. which would have been implied by law in the absence of such contract or agreement;
ii. assumed under Incidental Contracts;
iii. assumed with regard to the merchantability, quality, fitness or care of Products which are implied by law or statute, or
iv. assumed under contracts shown to and accepted by Us and which are specifically stated in the 'Contractual Liability' section of the Certificate or in any Endorsement to this Policy.

Cyber Attack

We do not cover any liability caused by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion is paramount and shall override anything contained in this Policy inconsistent therewith.

Default Judgment

We do not cover any liability under or arising from a judgment against You by reason of Your failure to defend a Claim.

This exclusion shall not apply if We give You prior written consent to this course of action.

Electronic Data

We do not cover any liability caused by or arising from loss of or damage to Electronic Data.

This exclusion shall not apply if such loss or damage arises from

1. the theft of any computer or computer hardware, firmware or any device containing a microchip or integrated circuit containing Electronic Data;
2. water and/or other liquids or any other substances being discharged from or leaking or overflowing from any apparatus or appliance or pipes;
3. the breakage of glass;
4. impact;
5. storm, tempest, rainwater, wind, hail, fire, lightning, earthquake, explosion, implosion, sonic boom or volcanic eruption, or
6. Aircraft or other aerial devices or articles dropped from them.

Embargo & Sanctions

We are not liable to make any payments for liability under any coverage sections of this Policy or make any
payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under this Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or Us, Our parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under this Policy.

**Employer's Liability**

1. **We** do not cover any liability for bodily injury to any worker in respect of which **You** are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to workers compensation or accident compensation whether or not such policy, fund, scheme or self insurance has been effected.

   Notwithstanding the foregoing, this Policy will respond to the extent that **Your** liability would not be covered under any such policy, fund, scheme or self insurance arrangement had **You** complied with its obligations pursuant to such law.

   For the purpose of this sub-clause (1)

   i. the term 'worker' means any person deemed to be employed by **You** pursuant to any workers compensation law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be **Your** employees.

   ii. the term 'bodily injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

2. **We** do not cover any liability imposed by

   i. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement.

   ii. any law relating to Employment Practices.

**Faulty Design**

**We** do not cover any liability for the costs incurred in repairing, modifying or replacing any part by reason of faulty design.

**Faulty Workmanship**

**We** do not cover any liability for the costs incurred in performing, completing, correcting or improving any work undertaken by **You**.

**Fines & Penalties**

Except to the extent provided for in the 'Statutory Liability Extension' clause contained in Section 3 'What We Cover You For - Additional Benefits' of this Policy, **We** do not cover any liability for any fines, penalties, punitive, exemplary, aggravated damages, and additional damages resulting from the multiplication of compensatory damages.

**Hot Work**

Unless **You** have told **Us** that **You** undertake Hot Work and this is stated in the 'Your Business' section of the Certificate, **We** do not cover any liability caused by or arising from Hot Work whatsoever.

Notwithstanding that **You** may have told to **Us** that **You** undertake Hot Work, in no case do **We** cover liabilities caused by or arising from Hot Work

1. performed on or in Watercraft previously engaged in carrying explosives or flammable liquids or gases,

2. performed on or near any fuel tank, pipeline or fuel bunker space, and/or

Intentional Acts

We do not cover any liability caused by or arising from any intentional, reckless or wilful act or omission, or any fraudulent or dishonest acts committed by You or any person acting with Your knowledge, consent or connivance.

Libel & Slander

We do not cover any liability for libel and slander resulting from statements made or published

1. prior to the commencement of the Period of Insurance, and/or
2. at Your direction with knowledge that such statements are false.

Liquidated Damages

We do not cover any liability arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

Loss of Use

We do not cover any liability for loss of use of Property or Watercraft which has not been physically lost, destroyed or damaged when such loss of use arises directly from

1. a delay in or lack of performance by You or on Your behalf of any contract or agreement, or
2. failure of any Product or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You.

This sub-clause (2) shall not apply to Your liability for loss of use of other Property or Watercraft resulting from sudden and accidental physical loss, destruction of or damage to any Product or work performed by You or on Your behalf after such Product or work have been put to use by any person or organisation other than You.

Movement of Watercraft

1. Except to the extent provided for in sub-clauses (2) and (3) below, We do not cover any liability caused by or arising from the shifting, movement or operation of Watercraft in Your physical or legal control.

2. Subject to the provisions of sub-clause (3) below, the above exclusion shall not apply to the shifting, movement or operation of Watercraft in Your physical or legal control where such Watercraft is
   i. in Your physical or legal control in the ordinary course of Your Business as a Yacht Club, and
   ii. that such shifting, movement or operation is for the purpose of trial trips or other movements incidental to Your Business as a Yacht Club.

3. We do not cover any liability caused by or arising from the movement of Watercraft competing in a race of any description.

Personal Injury to Contractors

We do not cover any liability for Personal Injury to Contractors.

Physical or Legal Control

Except to the extent provided for in the ‘Physical or Legal Control Extension’ clause contained in Section 3 ‘What We Cover You For - Additional Benefits’ of this Policy, We do not cover any liability for Property Damage to any Property or Watercraft in Your physical or legal control.

Pollution

Except to the extent provided for in the ‘Pollution Liability Extension’ clause contained in Section 3 ‘What We Cover You For - Additional Benefits’ and, where applicable, the ‘Environmental Impairment Liability Extension’ contained in Section 4 ‘What We Cover You For - Optional Benefits’, of this Policy, We do not cover any liability caused by or arising from the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water, and/or for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.
Product Guarantee

We do not cover any liability for any Product warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal, State or Territory legislation as to Product safety and information.

Product Recall

We do not cover any liability for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Product where such Product is withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Product.

Professional Services

1. We do not cover any liability caused by or arising from the provision of or failure to provide professional advice or service by You, or any error or omission connected therewith.

2. This exclusion shall not apply to liability caused by or arising from
   a. Medical Persons providing, or failing to provide, first aid, medical advice or other medical services, or
   b. You providing professional advice or service (expect those specifically provided for in (3) below) without fee or charge and whether within the overall cost of services or as a separate amount.

3. To the extent provided under the ‘Professional Services Extension’ clause contained in Section 3 ‘What We Cover You For - Additional Benefits’ of this Policy, this exclusion shall not apply to liability caused by or arising from You performing an inspection of a Watercraft and/or issuing a report relating to such inspection in the ordinary course of Your Business and regardless of whether a fee is charged.

Radioactive Contamination,

Chemical, Biological, Bio-Chemical & Electromagnetic Weapons

We do not cover any liability caused by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof;

3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause (4) 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, or

5. any chemical, biological, bio-chemical, or electromagnetic weapon.

This exclusion is paramount and shall override anything contained in this Policy inconsistent therewith.

Regatta Organisation

We do not cover any liability caused by or arising from Your failure to comply fully with all regulations prescribed by Australian Sailing and/or any of its affiliates and/or any local authority regulations in relation to the organisation of a regatta.

Territorial Limits

1. Except as provided for in (2) below, We do not cover any liability, costs or expenses relating to any Claim
   i. brought against You in any country, state or jurisdiction other than the Commonwealth of Australia and its external territories;
ii. arising as a consequence of You entering into contractual obligations submitting to the jurisdiction of a court other than a court of a State or Territory of the Commonwealth of Australia, or

iii. arising as a consequence of any agreement by You to indemnify any other party in respect of awards, judgments or settlements made under the jurisdiction of a court other than a court of a State or Territory of the Commonwealth of Australia.

2. The exclusion contained in (1)(i) above shall not apply to any liability, costs or expenses relating to any Claim brought against You in any country, state or jurisdiction other than the Commonwealth of Australia and its external territories provided that the Occurrence giving rise to the Claim

   i. happens in the ordinary course of overseas business travel by You but not if You perform manual work in North America;

   ii. relates to Products supplied from the Commonwealth of Australia to anywhere in the world except North America, or

   iii. relates to Products supplied from the Commonwealth of Australia to North America but not if such Products were supplied to North America with Your knowledge.

Vehicles

We do not cover any liability arising from the ownership, possession or use by You of any Vehicle (which includes but is not limited to a Watercraft trailer)

1. which is registered or which is required under any legislation to be registered, or

2. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected).

These sub-clauses (1) and (2) above shall not apply to

3. Personal Injury where

   i. that compulsory liability insurance or statutory indemnity does not provide indemnity, and

   ii. the reason why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of any legislation relating to Vehicles;

4. any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by You or on Your behalf as a tool of trade at Your premises or on any work site;

5. the delivery or collection of goods to or from any Vehicle;

6. the loading or unloading of any Vehicle;

7. any Vehicle temporarily in Your custody or control for the purpose of parking, or

8. Property Damage caused by or arising from the movement of any Vehicle (which is required to be conditionally registered in accordance with the law of any state or territory in the Commonwealth of Australia) in the event of Your inadvertent and unintentional failure to effect conditional registration.

War, Strikes, Riots, Civil Commotions & Terrorism

We do not cover any liability caused by or arising from any

1. strike, lockout, labour disturbance, riot, civil commotion or act of any person taking part in any such event;

2. person acting from a political, ideological or religious motive;

3. act of Terrorism;

4. action in controlling, preventing, suppressing, retaliating against or responding to or in way relating to Terrorism;

5. act of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

6. capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, or

7. derelict mines, torpedoes, bombs or other derelict weapons of war.
Your Own Property & Watercraft

We do not cover any Property Damage to any Property or Product or Watercraft that is owned by You.

6. General Conditions

Your insurance is subject to the following general conditions:

Alteration of Risk

If You become aware of any changes to the facts or circumstances which existed at the commencement of this Policy, You must notify us in writing within 30 (thirty) calendar days.

If We agree to the change We will do so in writing and You must pay us any additional Premium We require.

Examples of changes You should tell us about include but are not limited to

1. a change in the type of or nature of Your Business;
2. of damage or losses; or
3. Your Business is wound up or carried on by an insolvency practitioner or permanently discontinued.

Your failure to notify Us of the change could result in us declining a claim made under this Policy and/or avoiding this Policy.

Assignment

This Policy, the proceeds under this Policy and any rights hereunder cannot be assigned without Our prior written consent.

Australian Law & Practice

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within the Commonwealth of Australia according to the law which applies to that jurisdiction.

Bankruptcy or Insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved thereby of the settlement of any Claim because of such bankruptcy or insolvency.

In case of execution against You of any final judgment covered by this Policy being returned ‘unsatisfied’ by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against Us in the same manner, and to the same extent as You but not in excess of any Limit of Liability.

Cancellation

1. You may cancel this Policy at any time by giving Us notice in writing. If no claim is made under this Policy, We will refund to You the pro-rata Premium less a cancellation fee. If a claim is made under this Policy, then You will be liable to Us for the Premium.

2. We may cancel this Policy in any of the circumstances detailed in the Insurance Contracts Act 1984. In the event that We cancel this Policy, We will refund to You the pro-rata Premium calculated for the unexpired Period of Insurance from the date of cancellation.

Changes to this Policy

No change in this Policy will be valid unless agreed in writing by Us nor shall the requirements of this Policy be waived unless agreed in writing by Us.
Claims Procedure

You will

1. give Us immediate notice in writing with full particulars of every Occurrence, circumstance, Claim, writ, summons, proceedings, impending prosecution, inquest and the like which may give rise to a loss recoverable under this Policy;

2. use Your best endeavours to preserve any damaged or defective Property, Products or Watercraft which may be necessary or useful by way of evidence in connection with any Claim and, so far as may be reasonably practicable, no alteration or repair shall be made to any Property, Product or Watercraft until We have had an opportunity to inspect it and given Our prior written consent;

3. not make any admission, offer, promise or payment in connection with any Occurrence or Claim without Our prior written consent, and

4. give Us all information and assistance as We may reasonably require in the prosecution, defence or settlement of any Claim.

We will

5. be entitled to take over and conduct in Your name the defence or settlement of any Claim, and

6. have full discretion in the conduct of any negotiations or proceedings in connection with any Claim.

"Claims Made" Coverage

The cover provided under

1. the ‘Statutory Liability Extension’ and ‘Professional Services Liability Extension’ clauses contained in Section 3 ‘What We Cover You For – Additional Benefits’ of this Policy, and

2. the ‘Environmental Impairment Liability Extension’ clause contained in Section 4 ‘What We Cover You For – Optional Benefits’ of this Policy

is only provided if

3. You notify Us in writing immediately You first receive a Claim and in no case notify Us later than 30 (thirty) calendar days after the termination of the Period of Insurance, and

4. at the commencement of this Policy

   i. You were not aware of, or in the ordinary course of Your Business could not have been aware of, any Occurrence that happened after the relevant Retrospective Inception Date which may give rise to a Claim, and

   ii. You had not received any Claim from any party or person.

If during the Period of Insurance You become aware of an Occurrence which may give rise to a Claim being made against You, and You give immediate written notice of such Occurrence to Us before the termination date of the Period of Insurance, then if a Claim is subsequently made against You within the 3 (three) calendar months immediately following the end of the Period of Insurance then such Claim shall be deemed to have first been made against You during the Period of Insurance.

Cross Liability

1. Where ‘You’ is comprised of more than one party, each party shall be considered as a separate legal entity and the words ‘You’ and ‘Your’ shall be considered as applying to each party in the same manner as if this Policy had been issued separately to each party except in respect of Limits of Liability.

2. The inclusion of more than one party as the Insured shall not in any way preclude the right of any one Insured party to claim against the other.

3. Nothing herein shall serve to increase any Limit of Liability.

Discharge of Liabilities

We may at any time pay to You in respect of Compensation payable as a result of any Occurrence the amount of the Limit of Liability or such limit stated in this Policy in respect thereof (after deduction of any amount or amounts already paid) or any lesser amount for which the Claim can be settled.

Upon such payment We shall relinquish conduct or control of and be under no further liability under this Policy in connection with such Claim except for costs or expenses
incurred by Us or by You with Our written consent prior to the date of such payment.

Excess

The Excess applies to all amounts for which We shall be liable, including but not limited to Costs & Expenses and Environmental Impairment Costs & Expenses. If more than one Excess can be applied to an Occurrence, then You will only need to pay the highest Excess.

Gender

Words importing any gender includes all genders.

GST

All of the amounts insured by this Policy exclude GST. Any settlement under this Policy, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of the settlement and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement in the settlement of any claim under this Policy or Premium relating to this Policy.

Headings

Descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this Policy or form any part of the terms and conditions of coverage.

Inspection & Audit

We shall be permitted, but are not obligated, to inspect Your premises and operations at any reasonable time. Neither Our right to make inspections, nor Our failure to make inspections, nor the making of any inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of You or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit Your books and records at any time during the currency of this Policy and within 3 (three) years after the termination of this Policy but only with regard to matters which in Our opinion are relevant to this Policy.

Joint Insureds

Where 'You' is comprised of more than one party

1. all information provided to Us, and
2. any failure to provide information to Us or misrepresentation made to Us shall be deemed to have been by or on behalf of all the parties.

Other Insurance

You must give Us full particulars of any other insurance which provides indemnity, in full or in part, for any of the liabilities or costs or expenses covered under this Policy within 21 (twenty one) calendar days of entering into any such insurance or at the time of making a claim under this Policy, whichever date shall first occur.

Persons

Words importing persons shall include individuals, partnerships, corporations and associations.

The word ‘person’ includes a corporation and vice versa. A reference to a ‘person’ or ‘party’ includes a reference to that party or person and its successors, substitutes (including, but not limited to, any person or party taking by novation), executors, administrators and assigns.

Premium Adjustment

Where the Premium paid by You at the inception of this Policy is calculated on Your estimated Gross Revenue or other estimated amount provided by You to Us, You must, within 30 (thirty) calendar days after the termination of the Period of Insurance, provide Us the actual amount
realised during the Period of Insurance so that We may calculate any adjustment Premium that may be payable.

Prevention of Accidents

You must take reasonable precautions to prevent Personal Injury or Property Damage as if You were not covered by this Policy. Such precautions include but are not limited to:

1. if You discover Products may be defective and such defect may give rise to a Claim, at Your expense You must take reasonable steps to restrict, trace, recall, modify, replace or repair the Products;
2. maintaining and looking after other person's or organisation's Property used or occupied by You, in accordance with Your agreement with them;
3. comply and ensure that You and any Contractors comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or Property or Watercraft;
4. ensure that You and any Contractors do not exceed the registered or rated capacity of any lift device, marine railway or dry-dock;
5. if You intend digging below ground or water level, the location of underground or underwater services must be obtained from the owners of the services by You before the work is commenced, and
6. using and storing all hazardous materials as required by law.

If You do not take reasonable precautions We may decline to pay part or all of a claim made under this Policy.

Reconstruction or Conversion

You must notify Us prior to commencing work on a Watercraft that will result in any change in the dimension, tonnage or type of Watercraft and pay an additional Premium if requested by Us.

Release of Liability

Where You are required by contractual agreement to release any government authority or any landlord or any other person or parties from liability for loss, destruction or damage or legal liability covered by this Policy, such release is allowed without prejudice to this insurance.

We agree to waive all Our rights of subrogation against any such authority or persons or parties in the event of any Occurrence for which a claim may be made under this Policy.

Singular & Plural

Words and expressions in the singular shall include the plural and vice versa.

Subrogation & Allocation of the Proceeds of Recoveries

Subject to the provisions of the 'Subrogation Waiver' and 'Release of Liability' clauses contained in this Section 5 'General Conditions' of this Policy, any corporation, organisation or person claiming under this Policy shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisations or persons, to which We shall be or would become entitled upon us paying for or indemnifying You in respect of legal liability under this Policy.

Should You incur any legal liability which is not covered under this Policy

1. due to the application of an Excess, and/or
2. where the amounts of any judgments or settlements exceed the applicable Limit of Liability

You will be entitled to the first call on the proceeds of all recoveries made, by either You or Us, on account of such legal liability until fully reimbursed for such uninsured amount (less the actual costs of making such recoveries where those costs are incurred by Us) and any remaining amounts will be applied to reimburse Us.
Subrogation Waiver

We waive all our rights of subrogation under this Policy against

1. each of the parties described as an Insured, and
2. any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy.

If such corporation, organisation or person is protected from liability covered under this Policy by another policy of indemnity or insurance, then Our right of subrogation is not waived to the extent and up to the amount of such other policy.

7. Definitions

Some words have special meaning wherever they appear in this Policy:

Aircraft

“Aircraft” means any craft or object designed to travel through air, atmosphere or space.

Boat Builder

“Boat Builder” means a person or company whose business activities and operations include

1. the design, construction and modification of Watercraft for reward;
2. the purchase, sale, supply, re-supply, distribution, import or export related chandlery and equipment, and
3. Watercraft inspections and the issuing of inspection reports.

Boat Dealer

“Boat Dealer” means a person or company whose business activities and operations include

1. the purchase, sale, supply, distribution, delivery, import and export of Watercraft and other Products;
2. the testing and/or demonstration of Watercraft in the ordinary course of marketing and/or selling of Watercraft.

Demonstration of Watercraft may include towing of water skiers or aquaplanes or other similar water tow sports but in no case para-sailing, kite surfing, kite boarding, teak surfing or other similarly dangerous activities;

3. the exhibiting of Watercraft at trade shows in the ordinary course of marketing and/or selling of Watercraft;
4. the collection of Watercraft from sellers or consignors and/or the delivery of Watercraft to buyers;
5. pre-delivery detailing, repairing and/or servicing of Watercraft in the ordinary course of preparing Watercraft for sale;
6. pre-delivery sale, supply and/or installation of motors, sails and rigging, trailers, equipment, contents and accessories attaching to and/or forming part of Watercraft in the ordinary course of preparing Watercraft for sale;
7. Watercraft inspections and the issuing of inspection reports, and
8. the purchase, sale, supply, re-supply, distribution, import or export related chandlery and equipment.

Business

“Business” means the activities and operations You have declared to Us and which are stated in the “Your Business” section of the Certificate.

‘Business’ does not mean any activities or operations expressly excluded under this Policy.

Certificate

“Certificate” means the most current ‘Certificate of Insurance’ issued by Us which specifies details relating to this Policy.
**Class Association**

“Class Association” means a group of people organised for the purpose of supporting a particular category of yachting or sailing.

**Claims**

“Claim” means a written demand received by You alleging liability or responsibility for an Occurrence and seeking a remedy from You.

**Compensation**

“Compensation” means monies paid or agreed to be paid by judgment, award, settlement for Personal Injury and/or Property Damage which is the subject of a Claim that is covered under this Policy.

**Contractor**

‘Contractor’ means an independent contractor with whom You enter into a service contract for the performance of work by them.

‘Contractor’ includes any sub-contractor engaged by a Contractor with whom You enter into such service contract for the performance of work.

‘Contractor’ does not mean You or Insured.

**Costs & Expenses**

“Costs & Expenses” means

1. costs or expenses that We incur the investigation, defence or settlement of a Claim for which cover is available or could be available under this Policy;
2. costs awarded against You and all interest accruing after judgment until We have paid, tendered or deposited in court that part of any judgment which does not exceed the Limit of Liability;
3. reasonable costs or expenses incurred by You with prior Our written consent, and
4. reasonable costs or expenses incurred by You for providing first aid to others at the time of Personal Injury.

‘Costs & Expenses’ does not include loss of earnings.

‘Costs & Expenses’ does not include any amounts incurred after We have paid or agreed to pay an amount equal to the Limit of Liability.

‘Costs & Expenses’ does not mean Environmental Impairment Costs & Expenses.

**Electronic Data**

“Electronic Data” means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee**

‘Employee” means any person while employed by You in Your Business who You compensate by salary, wages, or commission and have the right at all times to govern, control and direct in the performance of their work.

‘Employee’ includes volunteers and students on work experience. ‘Employee’ does not include

1. any broker, factor, consignee or Contractor;
2. any member of Your Family, unless that person is also an Employee, or
3. any partner, director or trustee unless that person is also an Employee.

**Employment Practices**

“Employment Practices” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your Employees.

**Endorsement**

“Endorsement” means documentary evidence of an alteration to this Policy which forms part of this Policy.

**Environmental Impairment Costs & Expenses**

“Environmental Impairment Costs & Expenses” means
1. costs or expenses that We incur in the investigation, defence of settlement of a Claim for which cover is available or could be available under the provisions of the ‘Environmental Impairment Liability Extension’ contained in Section 4 ‘What We Cover You For – Optional Benefits’ of this Policy;

2. costs awarded against You and all interest accruing after judgment until We have paid, tendered or deposited in court that part of any judgment which does not exceed the Limit of Liability applicable to Environmental Impairment Liability;

3. reasonable costs or expenses incurred
   (3.1) by You with Our prior written consent and/or to the extent required by Environmental Laws;
   (3.2) by a government, statutory body or agency, and/or or
   (3.3) by a third party and forming part of a Claim made against You
   for the investigation, removal, remediation, associated monitoring, disposal of soil, surface water, groundwater or other contamination;

4. reasonable costs or expenses incurred by You for providing first aid to others at the time of Personal Injury.

‘Environmental Impairment Costs & Expenses’ does not include loss of earnings.

‘Environmental Impairment Costs & Expenses’ does not include any amounts incurred after We have paid or agreed to pay an amount equal to the Limit of Liability applicable to Environmental Impairment Liability.

‘Environmental Impairment Costs & Expenses’ does not mean Costs & Expenses.

Environmental Impairment Liability

‘Environmental Impairment Liability’ means amounts that You become legally liable to pay for

1. Environmental Impairment Costs & Expenses;
2. Personal Injury, and/or
3. Property Damage

directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water.

Environmental Laws

‘Environmental Laws’ means any federal, state, or local laws including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives, that are applicable to Pollutants.

Excess

‘Excess’ means the first amount of each claim or a series of claims under this Policy caused by or arising out of any one Occurrence which You must contribute.

The Excess applicable to each claim under this Policy is stated in the “Excess” section of the Certificate.

Family

‘Family’ means any member of Your family who lives permanently with You, including Your partner.

General Liability

‘General Liability’ means amounts that You become legally liable to pay by way of Compensation for Property Damage and/or Personal Injury.

‘General Liability’ includes Property Damage and/or Personal Injury caused by or arising from a Product but only when such Product forms part of repair, installation, assembly or maintenance work carried out by You on Watercraft.

‘General Liability’ does not mean Product Liability or Pollution Liability or Statutory Liability or Professional Services Liability or Environmental Impairment Liability.

Gross Revenue

‘Gross Revenue’ means the total gross revenue arising from Your Business during the Period of Insurance.

‘Gross Revenue’ does not include GST.

The estimated Gross Revenue You declare to us is stated in the ‘Gross Revenue’ section of the Certificate.
GST


Hot Work

“Hot Work” means the performance of welding, thermal or oxygen cutting, grinding, flame heating or any other activities of a similar nature.

Hovercraft

“Hovercraft” means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Incidental Contracts

“Incidental Contracts” means

1. any written rental agreement or lease of Property or Watercraft other than with respect to any term or condition contained in such rental, lease and/or hiring agreement that requires You to insure such Property or Watercraft;
2. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
3. any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings, and
4. those contracts designated in the ‘Contractual Liability’ section of the Certificate.

Instructor

“Instructor” means an appropriately qualified and/or accredited and/or registered person who gives instruction to others.

Insured

“Insured” has the same meaning as You and Your.

Insurer

“Insurer” means AIG Australia Limited, ABN 93 004 727 753, AFSL 381686

Limit of Liability

“Limit of Liability” means the maximum amounts that We will pay.

A Limit of Liability is not reduced by the amount of any Excess payable by You.

Limits of Liability are stated in the ‘Limits of Liability’ section of the Certificate and/or elsewhere in this Policy.

Marina Operator

“Marina Operator” means the owner, operator, lessor, or sub-lessee of a place located on or adjacent to a body of water or a watercourse and whose business is the provision and/or supply of moorings, wet and/or dry storage, repairs, marine fuel and/or vessel wastewater pump-out facilities to Watercraft for a fee.

Medical Persons

“Medical Persons” means qualified medical practitioners, nurses, dentists and first aid attendants that are Your Employees.

North America

“North America” means

1. the United States of America and the Dominion of Canada;
2. any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada, and
3. any country or territory subject to the laws of the United States of America or the Dominion of Canada.

Occurrence

“Occurrence” means an event, including continuous or repeated exposure to substantially the same general
conditions, which results in Personal Injury and/or Property Damage and/or Removal of Wreck Expenses and/or Environmental Impairment Liability that is neither expected nor intended (except for assault and battery as provided for in the ‘Personal Injury’ definition below) from Your standpoint.

All events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

Period of Insurance

“Period of Insurance” means the time cover commenced to the time cover expires. The dates are stated in the ‘Period of Insurance’ section of the Certificate.

Unless stated otherwise, cover shall commence and expire at 4.00pm local time at Your registered business address.

Personal Injury

‘Personal Injury’ means

1. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury;
2. false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
3. libel, slander or defamation of character;
4. wrongful entry, wrongful eviction or other invasion of privacy;
5. assault and battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or Watercraft, Property or Products, and
6. discrimination as a result of race, religion, sex, gender, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by You or at Your direction, but only with respect to liability other than fines and penalties imposed by law.

Pollutant

‘Pollutant’ means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, whether occurring naturally or otherwise including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

Pollution Liability

‘Pollution Liability’ means amounts that You become legally liable to pay by way of Compensation

1. for Personal Injury and/or Property Damage directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water, and/or
2. for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants provided that such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

‘Pollution Liability’ does not mean General Liability or Product Liability or Statutory Liability or Professional Services Liability or Environmental Impairment Liability.

Premium

‘Premium’ means the amount which is payable by You to Us, and any adjustment due in accordance with the terms of this Policy.

Premium is stated in the ‘Premium’ section of the Certificate.

Product

‘Product’ means anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by You or on Your behalf and including Your predecessors in Your Business.
‘Product’ includes

1. any packaging or containers in connection with the above;
2. the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with the above;
3. anything which, by law or otherwise, You are deemed to have manufactured in the ordinary course of Your Business, and
4. discontinued items.

If You have declared to Us (and it is stated in the ‘Your Business’ section of the Certificate) that Your Business includes the manufacture, construction, sale, supply, re-supply, distribution, import or export of Watercraft by You or on Your behalf, then ‘Product’ includes such Watercraft.

‘Product’ does not mean Aircraft, Hovercraft or Vehicle or parts thereof or any items of any kind incidental thereto.

Product Liability

‘Product Liability’ means amounts that You become legally liable to pay by way of Compensation for Property Damage and/or Personal Injury caused by or arising from a Product or the reliance upon a representation or warranty made at any time with respect to such Product.

‘Product Liability’ does not include Personal Injury and/or Property Damage that occurs prior to physical possession of Product being relinquished to others.

‘Product Liability’ does not mean General Liability or Pollution Liability or Statutory Liability or Professional Services Liability or Environmental Impairment Liability.

Professional Services Liability

‘Professional Services Liability’ means amounts that You become legally liable to pay by way of Compensation for Personal Injury and/or Property Damage caused by or arising from Your error or omission in the performing of pre-event safety inspections of Watercraft in the ordinary course of a Your Business as a Regatta Organiser.

‘Professional Services Liability’ does not mean General Liability or Products Liability or Pollution Liability or Statutory Liability or Environmental Impairment Liability.

Property

‘Property’ means the whole or any part of buildings and other immovable structures such as bridges, wharves and piers, and all other forms of Tangible Property.

‘Property’ does not mean

1. Watercraft;
2. Products, or
3. intangible property.

Property Damage

‘Property Damage’ means physical loss, destruction of or damage to Property or Watercraft including the resultant loss of use.

‘Property Damage’ also means the loss of use of Property or Watercraft which has not been physically lost, destroyed or damaged provided that such loss of use is caused by or arises from an Occurrence.

Regatta Organiser

‘Regatta Organiser’ means all aspects of organising a yachting or sailing race.

Removal of Wreck Expenses

‘Removal of Wreck Expenses’ means reasonable expenses incurred by You in the removal and/or disposal of a physically damaged Watercraft that a recognised Maritime, Port or Harbour Authority has ordered You to remove and/or dispose of.

‘Removal of Wreck Expenses’ does not includes any expenses incurred in the removal and/or disposal of a Watercraft owned, hired, chartered or leased by or loaned to You.

Retrospective Inception Date

‘Retrospective Inception Date’ means the commencement date of this Policy or the relevant Retrospective Inception Date (if any) stated in the ‘Retrospective Inception Dates’ section of the Certificate, whichever date is the earlier date.
**Ship Repairer**

“Ship Repairer” means a person or company whose business activities and operations include

1. the maintenance and repair of Watercraft for reward;
2. the purchase, sale, supply, re-supply, distribution, import or export related chandlery and equipment, and
3. Watercraft inspections and the issuing of inspection reports.

A Ship Repairer may have a principal place of business or provide a mobile service.

**Tangible Property**

“Tangible Property” means property which has physical substance and which can be touched, physically assessed for its dimensions, weight and location and is capable of being physically moved from one location to other.

“Tangible Property” does not mean money (in the form of coins and notes, cheques and electronic forms of money) and incorporeal property such as a license, copyright, trade mark and other forms of intellectual property.

**Statutory Liability**

“Statutory Liability” means a pecuniary penalty awarded against You in and under any Federal, State or Territory laws of the Commonwealth of Australia for a

1. civil offence in connection with the discharge, dispersal, release or escape of a Pollutant;
2. strict liability offence in connection with the discharge, dispersal, release or escape of a Pollutant, or
3. strict liability offence in connection with a breach of any Federal, State or Territory occupational health and safety law or regulation of the Commonwealth of Australia.

“Statutory Liability” does not mean General Liability or Product Liability or Pollution Liability or Professional Services Liability or Environmental Impairment Liability.

**Subsidiary Company**

“Subsidiary Company” means any company whose place of incorporation is within the Commonwealth of Australia and in which You have a controlling interest and which is stated in the “Subsidiary Companies” section of the Certificate.

For the purpose of this definition the term ‘controlling interest’ means the beneficial ownership of shares carrying more than 50% (fifty percent) of votes capable of being cast at a general meeting of all shareholders of the Subsidiary Company.

**Terrorism**

“Terrorism” or an act of Terrorism means an act, or preparation in respect of action or threat of action designed to influence any government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public by any person or groups of persons whether acting alone or on behalf of or in connection with any organisations or governments and which

1. involves violence against one or more persons;
2. endangers life other than that of the person committing the action;
3. creates a risk to health or safety of the public or a section of the public;
4. involves damage to Property or Watercraft or Products; or
5. is designed to interfere with or disrupt an electronic system.

**Underground Storage Tank**

“Underground Storage Tank” means any one or combination of tanks, including underground pipes connected thereto, that has at least 10% (ten percent) of its volume beneath the surface of the ground.

“Underground Storage Tank” does not include

1. a septic tank, sump pump or oil/water separator;
2. a tank that is enclosed within a basement, cellar, shaft or tunnel, if the tank is upon or above the surface of the floor; or
3. a storm-water or wastewater collection system.
Vehicle

“Vehicle” means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

Vehicle does not mean ship-lifters, marine travel lifts, slipways, cradles or any other mobile Watercraft lifting devices.

Watercraft

“Watercraft” means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

‘Watercraft’ does not mean pontoons, berths, jetties or Property.

We / Us / Our

“We” means Nautilus Marine Insurance Agency ABN 34 100 633 038 acting as agent for the Insurer. ‘Us’ and ‘Our’ have the same meaning as We.

Australian Sailing

“Australian Sailing” means the national sporting organisation, recognised by the Australian Sports Commission, for sailing and a peak body for recreational boating in the Commonwealth of Australia. Australian Sailing is a Federation consisting of eight state and territory associations, often referred to as member yachting associations.

Yacht Broker

“Yacht Broker” means a person or company whose business is representing buyers and/or sellers in the buying and/or selling of Watercraft for a fee and includes undertaking Watercraft inspections and the issuing of inspection reports.

Yacht Club

“Yacht Club” means a sports club specifically related to yachting and/or sailing activities.

Where You declare to Us, and it is stated in the ‘Your Business’ section of the Certificate, the activities and operations of a Yacht Club shall extend to include the ordinary activities and operations of a

1. Marina Operator;
2. Regatta Organiser;
3. Instructor;
4. Class Association;
5. Yacht Broker;
6. Ship Repairer;
7. Boat Dealer, and/or

You & Your

‘You” means

1. the Yacht Club stated in the ‘Insured’ section of the Certificate;
2. a Subsidiary Company,
   i. directors, Employees, executive officers and partners of the Yacht Club designated in (1) above or of a Subsidiary Company;
   ii. voluntary office bearers and committee members recognised by the Yacht Club designated in (1) above or a Subsidiary Company, and/or
   iii. Instructors authorised by the Yacht Club designated in (1) above or a Subsidiary Company, but only whilst such persons are acting within the scope of their duties in such capacity;
3. the registered members or voluntary workers of the Yacht Club designated in (1) above or a Subsidiary Company but only whilst acting in connection with Your Business as a Yacht Club and whilst conforming to Your rules and by-laws. Such members or voluntary workers shall only be entitled to indemnity under this Policy to the extent that they are not entitled to indemnity under any other policy of insurance;
4. every principal of the Yacht Club designated in (1) above or of a Subsidiary Company in respect of the liability of such principal arising out of
• the performance by the Yacht Club designated in (1) above or of a Subsidiary Company
• of any contract or agreement for the performance of work for such principal
to the extent required by such contract or agreement, but limited always to the coverage provided by this Policy.

‘You’ does not mean Contractor.

‘Your’ has the same meaning as You.
Nautilus Marine, the leading insurer for recreational boat insurance, charter vessel and insurance for the industries that support these vessels, is a brand of the NM Insurance group.

Nautilus Marine Underwriting Agency Ltd

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