

Marine and Associated Business Insurance



Nautilus Marine's Industry Lines division specialise in providing business insurance for industries servicing the recreational boating market. Our target business is concentrated around the Private Pleasure Craft Industries including but not limited to the following occupations under our flexible products.

Marine and Associated Industries - Business Package and Industrial Special Risks (Mark IV)

- Boat Retailer
- Retail Chandlery and Boating and Skiing Accessories
- Trailer Boat and PWC Service and Repair
- Marina Operator
- Boat and Yacht Clubs
- Boat Builder

Marine Liability

- Marina Operators
- Ship Repairers
- Boat Builders
- Yacht Broker
- Yacht Club
- Miscellaneous Marine

Boat Dealers & Builders Insurance - Material Damage and Liability

- Boat Retailer
- Retail Chandlery and Boating and Skiing Accessories
- Trailer Boat and PWC Service and Repair
- Boat Builder
- Boat & Yacht Broker
- Ship Repairer

Floating Assets Marine Wharves Piles Jetties & Pontoons Insurance - Material Damage &/or Liability

- Private Use
- Commercial Use
- Including Boat Sheds and Boardwalks

Marine and Associated Industries



Fire and Perils Packages and Industrial Special Risks Mark IV

These policies are tailored to the boating industry. Our business insurance solutions gives your client further peace of mind that an industry specialist is behind their business insurance.

Our unique wording provides land based protection for assets and liabilities of boating industry businesses nationwide.

Typical occupations include trailer boat and private watercraft retailers, manufacturers, chandlers, boat repairers, marina owners and operators, boat builders, importers and exporters of boating goods and yacht clubs, just to name a few.

We tailor the Business Package coverage to best suit your client needs, with flexible underwriting guidelines, skilled underwriters and a strong experienced background in the marine industry.

Business Package

Sections include the following:

1. Business Property
2. Business Interruption
3. Public and Products Liability
4. Theft
5. Money
6. Glass
7. General Property
8. Equipment Breakdown

Section 1 – Business Property Cover (Fire section)

What You are covered for

This Section has two options

- A. Defined Events Cover Defined events 1 to 8; or
- B. Accidental Damage Cover
Accidental loss or damage up to \$500,000 or the Building, Contents and/or Stock sum insured whichever is the lesser.

Additional Benefits

- Capital Additions up to 20% of the existing sums insured or \$500,000 whichever is the lesser
- Catastrophe Escalation Costs up to 20% of the Building sum insured
- Directors and Employees Contents and personal property to a maximum of \$5,000 per employee
- Discharge of mortgages
- Fire Brigade attendance fees up to \$50,000
- Government Fees
- Landscaping
- Limited Transit - covers Contents including Stock if it is in transit in or on any vehicle owned or operated by You anywhere in Australia away from Your Business Premises up to 10% of the Contents and Stock sums insured or \$25,000 whichever is the lesser.
- Loss of land value up to 20% of the Building sum insured.
- New premises – temporary cover
- Playing surfaces up to \$50,000
- Prevention of imminent damage up to \$50,000
- Professional Fees
- Removal of debris up to \$50,000 or the sum insured you select
- Rewriting of records up to \$25,000
- Seasonal increase in Stock
- Temporary protection and security guards
- Temporary Removal up to 20% of the Contents and/or Stock sums insured
- Undamaged foundations

Optional Benefits (not automatic upon application only):

- Flood, tidal wave, high water, storm surge up to \$500,000
- Malicious Damage by Tenants
- Storm Damage to Stock Open Air, including Hail.



Section 2 – Business Interruption Cover

What You are covered for

The insurance under this Section provides protection with regards to loss under:

Item 1. Gross Profit

Item 2. Additional increase in cost of working

Item 3. Accounts receivable

Item 4. Claim preparation expenses

Item 5. Rent Receivable

Additional Benefits

- Customers and suppliers – unspecified up to 20% of the Gross Profit sum insured
- Prevention of Access
- Public utilities
- Computer facilities
- Roads, bridges and railway lines
- Storage sites/temporary removal up to 20% of the Gross Profit sum insured
- Transit up to 20% of the Gross Profit sum insured
- Explosion of pressure vessels
- Documents up to 20% of the Gross Profit sum insured
- Motor Vehicles owned or operated by You
- Infections Disease, etc
- Salvage Sale
- Turnover Ouptut
- Government incentives
- Contractual fines and penalties up to 20% of the Gross Profit sum insured

Indemnity Period 6, 12 or 24 months

Optional Benefits (not automatic upon application only):

- Floating Assets

Section 3 – Public and Products Liability

What You are covered for

We agree (subject to the terms, Claims conditions, General Policy conditions, Exclusions, definitions and Limits of liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

1) Personal Injury, and/or

2) Property Damage; and/or

3) Advertising Injury;

happening during the Period of Cover within the Geographical Limits and caused by or arising out of an Occurrence in connection with Your Business.

Defence costs and supplementary payments

Additional Benefits

Property in Your physical and legal control

- \$500,000 in the case of Watercraft up to 10 metres in length including parts and accessories belonging to third parties
- \$100,000 in the case of property other than Watercraft

Optional Benefit (not automatic upon application only):

- Rectification of Faulty Workmanship up to \$25,000

Section 4 – Theft

What you are covered for

We cover You for physical loss of or physical damage to the property shown under the Theft item on the Schedule caused by:

1. any person who forcibly and violently enters or attempts to enter the Business Premises;
2. any person unlawfully concealed on the Business Premises;
3. any person who threatens or commits physical violence against You, Your employees or other persons;
4. an armed hold-up at the Situation;
5. any person who breaks into any locked cabinet and/or counter and/or showcase which is located on the Business Premises

The above events and the loss or damage must occur during the Period of Insurance.



Additional Benefits:

- Theft (limited) without forcible and violent entry up to \$10,000 for Business Property other than electronic equipment, Stock or customers goods, up to \$20,000 for electronic equipment which is not Stock, up to \$10,000 for loss of Buildings
- Damage to Business Premises
- Permanently fixed (non-portable) apparatus
- Seasonal increase incl. prior to boat show
- Temporary protection and security guards up to \$10,000
- Locks, keys and combinations up to \$10,000
- Rewriting of Records up to \$25,000
- Property of directors, and employees up to \$10,000
- Temporary Removal up to 30%
- Death following assault \$10,000
- Employee Dishonesty
- Tenanted premises up to \$10,000
- Additional premises – Provisional cover up to 20%

Optional Benefits (not automatic upon application only):

- Theft (limited) without forcible and violent entry
- Stock in open air – limits depending on security
- Extended display temporary removal (boat shows)

Section 5 – Money

What You are covered for

We will indemnify You in respect of physical loss of Money whilst the Money is:

1. Money in Transit

Loss of or damage to Money in Your personal custody or in the custody of persons authorised by You whilst in transit within Australia but not Money in a private residence or any Vehicle left unattended. Money in transit includes loss of or damage to Money whilst contained in the night Safe, night depository chute, or automatic teller machine of any Financial Services Provider. Our liability ceases at the time Your Financial Services Provider ceases trading on the next business day following deposit therein.

2. Money on Business Premises during Business Hours

Loss of or damage to Money located at Your Business Premises during Business Hours.

3. Money on Premises Outside Business Hours

Loss of or damage to Money located at Your Business Premises outside Business Hours but not in a locked Safe or Strongroom.

4. Money on Business Premises at any time while in locked Safe or Strongroom

Loss of or damage to Money located at Your Business Premises at any time while in a locked Safe or Strongroom.

5. Money in private residence

Loss of or damage to Money contained in:

- a) Your home, or
- b) in the home of a person authorised by You, when it has been taken home for safe keeping from Your Business Premises or the place of collection until the time Your Financial Services Provider ceases trading on its next full trading day.

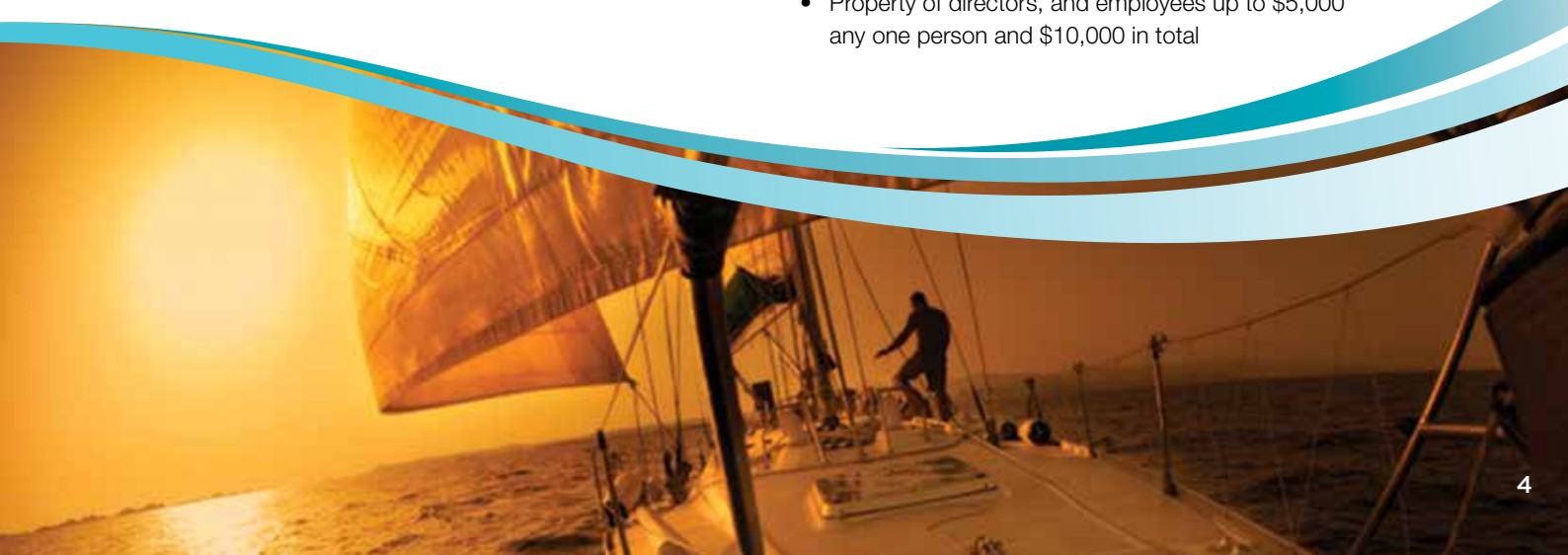
or

6. Combined Money

Being Money covered under items 1) to 5) above

Additional Benefits

- Counterfeit Currency up to \$500
- Locks, keys and combinations up to \$10,000
- Loss of or damage to Safes, Strongrooms and cash carrying bags up to \$10,000
- Temporary protection and security guards up to \$10,000
- Seasonal increase of cover
- Bank and Public holidays extension
- Death following assault up to \$10,000
- Employee Dishonesty
- Traveller's Money up to \$10,000
- Additional Premises – Provisional cover up to 20% of the sums insurance
- Property of directors, and employees up to \$5,000 any one person and \$10,000 in total



Section 6 – Glass

What You are covered for

We cover You under the Glass Policy Section for Breakage at the Situation of the Glass shown on the current Policy Schedule which occurs during the Period of Cover.

Additional Benefits

- External Glass including sign writing or ornamentation, burglar tape or wiring, shatter resistant or reflective film affixed to the Glass, temporary shuttering, boarding up or other protection, replacing damaged window frames and tiled shop fronts up to \$7,500
- Destruction of Stock or Contents by broken Glass up to \$7,500
- Signs up to \$7,500
- Overtime
- Malicious Damage to external Glass

Section 7 – General Property

What You are covered for

We cover You for physical loss of or damage to the General Property items listed on the current Policy Schedule, up to the sum insured, which occurs during the Period of Cover subject to the exclusions in 'What you are not covered for under this Policy Section'.

Optional Benefits (not automatic upon application only):

- Worldwide cover

Section 8 – Equipment Breakdown

What You are covered for

We will cover You for loss caused by or resulting from a Breakdown of Insured Equipment which occurs during the Period of Cover and which is in use, or connected and ready for use, at the Situation.

Additional Benefits

- Business interruption up to \$250,000 when Section 2 of this Policy is taken out.
- Service interruption
- Hazardous substances up to \$25,000
- Expediting costs up to \$10,000
- Temporary hire costs up to \$25,000
- Electronic data and media restoration up to \$10,000
- Demolition and increased cost of construction

Optional Benefits (not automatic upon application only):

- Spoilage of Stock



Marine Liability



Marina Operators Liability

“Marina Operator” means the owner, operator, lessor, or sub-lessor 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.

This is our specially designed policy providing broad coverage for marina operators, boat and yacht clubs and other businesses where boats are left in their care, including protection for storage, repairs, hauling out, fuelling, berthing and the like. On land and on water protection includes car parks and land based facilities under their control.

Ship Repairers Liability

“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.

Being responsible for watercraft and equipment in their care, custody and control, as well as damage to third party property and personal injury.

Designed for repairers (including shipwrights, marine mechanics, electricians, riggers and detailers, etc.) of pleasure craft and commercial charter craft.

Boat Builders Liability

“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.

Yacht Broker

“Yacht Broker” means a person or company whose business activities and operations include

- (1) representing buyers and/or sellers in the buying and/or selling 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.

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
- (8) Boat Builder.



Our Marine Liability policies cover:

General Liability:

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

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.

Costs & Expenses:

“Costs & Expenses” means

- (1) costs or expenses that We incur in 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.

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.

Which is caused by or arising from an Occurrence, in the ordinary course of Your Business, and happening during the Period of Insurance.

Additional Benefits:

- Physical or Legal Control Extension;
- Pollution Liability Extension;
- Professional Services Liability Extension;
- Statutory Liability Extension;

Optional Benefits:

- Environmental Impairment Liability Extension.



Our Miscellaneous Marine Liability policy covers:

General Liability, Product Liability, Costs & Expenses and Removal of Wreck Expenses Which is caused by or arising from an Occurrence, in the ordinary course of Your Business, and happening during the Period of Insurance.

Additional Benefits:

- Physical or Legal Control Extension;
- Pollution Liability Extension;
- Statutory Liability Extension;

Optional Benefits:

- Environmental Impairment Liability Extension.



Boat Dealers and Builders Insurance



This is our newest policy and has been designed for a business that is primarily a Boat Retailer and/or Boat Builder and has Ship Repairing and Yacht Broking as part of their business activities. It covers all stock owned or on consignment and the clients business activities under the liability section.

Whilst the Policy is called “Boat Dealers & Builders” there is no requirement for the insured to be both a Boat Dealer and a Boat Builder. They can be either one, or both.

The Material Damage section covers the material damage to Watercraft – whether it is dealer stock ready for sale, chandlery or equipment owned by the insured or a boat in the process of being built.

Cover includes whilst such boats are on land or on water or being demonstrated or being exhibited or being delivered or being collected. Including cover for private pleasure use by the insured, the principals or Employees.

The Liability cover provides for the liabilities arising out of the insureds business as a Boat Dealer and/or Boat Builder and/or Ship Repairer and/or Yacht Broker.

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 to chandlery and equipment.

This covers marine dealers with trailer boat stock that are land based or constantly afloat, for material damage, as well as liability associated with the demonstration of this stock for the purpose of sale.

Protects stock owned, or on consignment, by trailer boat dealers, including whilst in transit to and from demonstrations, exhibitions/boat shows, whilst on water for demonstration and whilst static at exhibitions/displays.

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.
- One off build, or annual cover required we have your solution.

This cover protects boat builders from loss of, or damage to the hull and the machinery of a vessel during construction. Insurance attaches from the time construction commences and continues during subsequent launching and sea trials, until delivery of the completed vessel.

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.

Yacht Broker

“Yacht Broker” means a person or company whose business activities and operations include

- (1) representing buyers and/or sellers in the buying and/or selling 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.

The 'Material Damage' Section of this Policy covers You for:

Loss of or Damage to Watercraft

Subject to the terms and conditions of this Policy, You are covered for Damage to Watercraft that is either owned by You or Consigned to You, or neither owned by You nor Consigned to You but for which You have accepted responsibility to arrange material damage insurance occurring either in the ordinary course of Your Business or during private pleasure use by You or Your principals or Employees, and provided that such Damage is caused by or arises from an Occurrence, and happens during the Period of Insurance.

Loss of or Damage to Chandlery & Equipment

Subject to the terms and conditions of this Policy, You are covered for Damage to chandlery and equipment owned by You provided that such Damage is caused by or arises from an Occurrence, in the ordinary course of Your Business, and happens during the Period of Insurance.

Additional Benefits:

- Inspection Following Grounding Extension;
- Precautionary Measures Extension;
- Removal of Wreck Extension;
- Safeguarding Damaged Watercraft Extension;
- Voluntary Salvage

This 'Marina Liability' Section of this Policy covers You for:

General Liability:

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

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.

Costs & Expenses:

"Costs & Expenses" means

- (1) costs or expenses that We incur in 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.

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.

Which is caused by or arising from an Occurrence, in the ordinary course of Your Business, and happening during the Period of Insurance.

Additional Benefits:

- Physical or Legal Control Extension;
- Pollution Liability Extension;
- Professional Services Liability Extension;
- Statutory Liability Extension;

Optional Benefits:

- Environmental Impairment Liability Extension.



Marine Wharves Piles Jetties & pontoons Insurance



“Marina” means an over water structure designed and constructed to facilitate berthing and storage of Watercraft and the provision of over water facilities and service to Watercraft such as, but without limitation, the over water provision of fuel, fresh water, power and waste discharge facilities and services.

‘Marina’ extends to include

- (1) supporting piles and any other supporting infrastructure of the over water structure, and
- (2) any over water tanks and ancillary tools and equipment incidental to the over water structure and/or its associated over water facilities and services

For the purposes of this, wharves, piles, jetties, floating breakwater and pontoons shall have the same meaning as ‘Marina’.

What we cover:

This ‘Material Damage to Your Marina’ Section of this Policy covers You for:

Loss of or Damage to Your Marina

Subject to the terms and conditions of the Policy, You are covered for Damage to Your Marina provided that such Damage is caused by or arises from an Occurrence and happens during the Period of Insurance.

Additional Benefits:

- Precautionary Measures Extension;
- Removal of Wreck Extension;
- Safeguarding Your Damaged Marina Extension;
- Loss of Gross Revenue Extension;

This ‘Marina Liability’ Section of this Policy covers You for:

General Liability:

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

Costs & Expenses:

“Costs & Expenses” means

- (1) costs or expenses that We incur in 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.

Pollution Liability Extension:

“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.

Which is caused by or arising from an Occurrence, in the ordinary course of Your Business, involving Your Marina, and happening during the Period of Insurance.

Optional Benefits:

- Environmental Impairment Liability Extension.





nminsurance

NM Insurance Pty Ltd

ABN 34 100 633 038 AFSL 227186

28-32 George Street, Sandringham, Victoria 3191

Phone: 1300 780 533

Email: customerservice@nautilusinsurance.com.au

Website: www.nminsurance.com.au

The above is general in nature please refer to the appropriate Policy Wording in the broker portal under forms and documents on our website <http://www.nautilusinsurance.com.au/brokers/forms>