



Nautilus Marine
INSURANCE

Nautilus Marine Commercial Boat Insurance Product Disclosure Statement



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Introduction

ABOUT THE INSURER

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This PDS and the information *We* send *You* about *Your* cover is designed to be simple and straight forward to make it easy for *You* to understand what is included in *Your* cover and what isn't.

Terms, conditions, limits and exclusions apply. *You* need to read all of the information provided by *Us* on this insurance to properly understand the cover provided.

ABOUT NM INSURANCE AND ITS SERVICES

Nautilus Marine Insurance is a business name of NM Insurance Pty Ltd ABN 34 100 633 038 AFS Licence Number 227186 (in this document referred to as NM Insurance and Nautilus). NM Insurance is an underwriting agency and has been given a binding authority by the insurer, ZAIL and which allows it to arrange and administer this Policy (within the terms of the binding authority). In doing so NM Insurance acts for ZAIL and not *You*. NM Insurance provides general advice on and arranges and administers this Policy under its own AFS Licence. Any general advice is provided on behalf of NM Insurance and does not take into account *Your* objectives, financial situation or needs so consider whether this product is appropriate for *You* having regard to these things.

Our contact details are:

NM Insurance

Level 7, 99 Walker Street, North Sydney NSW 2060.

Telephone: (02) 8287 3790.

Email: customerservice@nminsurance.com.au

Facsimile: 02 8287 3799.

General Insurance Code of Practice

The insurer is a signatory to the General Insurance Code of Practice (the Code) and NM Insurance also proudly supports the Code.

The objectives of the Code are:

- to commit *Us* to high standards of service;
- to promote better, more informed relations between *Us* and *You*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *You* make about *Us*; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *Your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting *Us*.

How We Resolve Your Complaints

If *You* have a complaint about an insurance product *We* have issued or service *You* have received from *Us*, please contact *Us* or *Your* intermediary to initiate *Your* complaint with *Us*. If *You* are unable to contact *Your* intermediary, *You* can contact *Us* directly on 1300 996 110. *We* will acknowledge receipt of *Your* complaint within 24 hours or as soon as practicable.

If *You* are not satisfied with *Our* initial response, *You* may access *Our* internal dispute resolution process. Please refer to *Our* website for details of *Our* internal dispute resolution process.

We expect that *Our* internal dispute resolution process will deal fairly and promptly with *Your* complaint, however, *You* may take *Your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. *We* are a member of this scheme and *We* agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *You*.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If *Your* complaint or dispute falls outside the AFCA Rules, *You* can seek independent legal advice or access any other external dispute resolution options that may be available to *You*.

How We Protect Your Privacy

ZAIL and NM Insurance are committed to protecting *Your* privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs).

In this section dealing with Privacy, "*We*", "*Our*" and "*Us*" refers to both ZAIL and NM Insurance.

Further information about *Our* Privacy Policies is available at:

- for NM Insurance at: www.nminsurace.com.au or by contacting NM Insurance at customerservice@nminsurace.com.au or on 1300 376 959.

This Privacy Statement outlines why, how *We* collect, disclose and handle *Your* personal information (including sensitive information) as defined in the Act about:

- *You*, if an individual; and
- other individuals *You* provide information about.

Zurich and NM Insurance collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *You* ('*Your* details') to assess applications, administer insurance policies, contact *You*, enhance products and services and manage claims ('*Purposes*'). If *You* do not provide *Your* information, Zurich and NM Insurance may not be able to do those things. By providing Zurich or NM Insurance, and their representatives or *Your* intermediary with information, *You* consent to each of Zurich and NM Insurance using, disclosing to third parties and collecting from third parties *Your* details for the *Purposes*.

Zurich and NM Insurance may disclose *Your* details, including *Your* sensitive information, to relevant third parties including *Your* intermediary, affiliates of Zurich Insurance Group, insurers, reinsurers, banking gateway providers and credit card transactions processors, service providers, business partners, health practitioners, *Your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

Zurich and NM Insurance may obtain *Your* details from relevant third parties, including those listed above. Before giving information to Zurich and NM Insurance about another person, please give them a copy of this document. Laws authorising or requiring *Us* to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

FINANCIAL CLAIMS SCHEME

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich is subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at <http://www.fcs.gov.au>

UNDERSTAND THIS INSURANCE

Nautilus Commercial Boat Insurance is designed to protect *Your* Boat(s) against some of the most common Events such as; collision, sinking, fire, theft. It also provides a broad range of additional benefits as well as the opportunity to add optional benefits such as mechanical breakdown. There are limits to the cover provided and while some of these are fixed, others may be extended by simply notifying *Us* of the items *You* own and their value. There are also exclusions which apply to certain Events as well as general exclusions which apply to all cover under this insurance. There are also Warranties that apply to the cover that require *You* to do something, not do something or comply with them strictly. Certain words have defined meanings *You* need to understand. See the definitions section of the Policy on pages 30 to 35.

You should read this document in full to ensure *You* understand the insured events and benefits as well as the limits and exclusions to this cover.

Your Certificate of Insurance which *We* will give *You* also sets out limitations to *Your* insurance cover as well as the insurance cover *You* have selected.

Please also note that this is a limited summary only and not a full description of the products insurance covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. *You* should read this PDS and Policy in full to properly understand the cover provided. *You* are not automatically insured for each cover listed in a cover section and *You* need to select the cover *You* want. The cover *You* select is set out in *Your* Certificate of Insurance.

In addition to assist with *Your* decision to purchase this product and to manage *Your* expectations in the event of a claim *We* believe it is important to highlight important terms and the main areas where cover is or is not available or where limited cover is available under this Policy, regardless of the situation.

General Conditions

APPLYING FOR COVER

When *You* apply for this insurance, *You* will need to complete an application form. *We* will use and rely on the information supplied by *You* to decide the terms of cover *We* will provide.

We provide cover to *You* on the terms contained in this document and any other document that *We* tell *You* forms part of the terms and conditions of *Your* cover, including *Your* Certificate of Insurance.

When *We* agree to enter into a Policy with *You*, *Your* Policy with *Us* is made up of:

- this PDS;
- *Your* Certificate of Insurance; and
- any other document *We* tell *You* forms part of the terms and conditions of *Your* contract of insurance, including any endorsements issued by *Us*.

Your Certificate of Insurance will contain important information relevant to *Your* insurance including the Period of Insurance, *Your* Premium, details of *Your* insured property and the cover selected by *You*, the Excess(es) that will apply to *You* and others and whether any standard terms have been varied by way of Endorsement.

DETERMINING YOUR PREMIUM

When *You* buy *Your* insurance *We* tell *You* the Premium *You* must pay and show it on *Your* Certificate of Insurance.

To determine it *We* consider factors such as the cover *You* want, the Boat(s) *You* want to insure, the limits and Excesses that will apply and *Your* insurance history.

It also includes an administration fee and amounts that take into account *Our* obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for *Your* insurance. *We* set these out in *Your* Certificate of Insurance.

A minimum Premium applies for this insurance irrespective of any discount *We* may apply. The amount of Premium *We* charge will not be less than this amount.

YOUR NAUTILUS MARINE COMMERCIAL BOAT POLICY COMPRISES:

- this PDS and Policy wording;
- *Your* Certificate of Insurance;
- any other document *We* tell *You* forms part of the terms and conditions of *Your* Policy, including any endorsements issued by *Us*.

Your current Certificate of Insurance shows:

- *You* as the named insured;
- *Your* Policy number;
- the insured Boat(s);
- the sums insured;
- Premium charges including government stamp duty; and GST (if applicable) and administration fee:
 - the Period of Insurance;
 - the name of any other interested parties;
 - Excesses applicable;
 - the type of insurance cover which *You* have taken;
 - specific warranties and endorsements;
 - Geographic Limits.

These documents should be read together.

Please note that, apart from these documents, legislation may result in additional terms and conditions to the Policy.

All of the Policy documents together are evidence of *Your* contract of insurance with *Us* and that contract is formed only once *You* have received a copy of *Your* Certificate of Insurance.

If the Policy does not meet *Your* requirements or *You* would like *Us* to explain anything, please contact *Our* nearest office.

WARRANTY(IES)

Where any of the conditions contained in this document:

- require *You* to do something;
- require *You* not to do something; or
- require *You* to comply with them.

You will have given an undertaking constituting a Warranty and *You* must ensure that *You* comply with them.

Warranties are conditions which must be exactly complied with, whether material to the risk or not. Under the Marine Insurance Act 1909 (Cth) if they are not complied with, then, subject to any express provisions in the Policy, *We* are discharged from liability from the actual date of the breach of the Warranty, but without prejudice to any liability incurred by *Us* before that date.

LICENSING AND MANNING OF YOUR BOAT(S):

Your Boat(s) must at all times be:

- in current survey and properly registered with the appropriate government authorities;
- operated in compliance with and within the limits of any licence or government authority restrictions or conditions; and
- operated by a Master or Skipper or other person who (where required) is the holder of an appropriate licence or competency certificate.

USAGE OF YOUR BOAT(S)

Your Policy provides cover for *Your Boat(s)* based on the commercial use declared by *You* and shown on *Your Certificate of Insurance*.

The usage includes voluntary rescue work and incidental private use by *You* and *Your Crew* provided that statutory commercial licensing, registration, classification and survey requirements are complied with.

WORK OUT WHAT COVER SUITS YOU AND HOW MUCH INSURANCE YOU NEED

You need to ensure that the cover is suitable for *Your* needs and that the level of cover is adequate.

You are responsible for deciding the amount of *Your Sum Insured*. *You* can choose two types of cover:

Market Value Cover – *We* pay up to the Market Value of *Your Boat(s)* (i.e. the cost to replace the item with a similar item of the same age and condition), but never more than the Sum Insured shown on *Your Certificate of Insurance*.

Agreed Value Cover – *We* pay the Sum Insured *We* agree with *You* in the event of Loss or Damage to *Your Boat(s)*. *You* must obtain a valuation from a professional commercial boat, or yacht broker or marine surveyor and *We* must agree and accept the valuation. The Agreed Value will be shown on *Your Certificate of Insurance*. The maximum amount *We* will pay for any item not listed with an Agreed Value on *Your Certificate of Insurance* will be its current Market Value.

You can contact *Us* at any time and request that *Your Boat(s)* be insured for an Agreed Value in which case *You* must provide *Us* with details of *Your* requested Sum Insured and *We* will inform *You* of the sum *We* will agree to insure *Your Boat(s)* for, and any additional premium *We* will require. Where *You* do not insure *Your Boat(s)* for an Agreed Value *Your Policy* will operate on a Market Value basis and *Your Boat(s)* will be insured for its Market Value.

If *We* cannot agree on a specified Agreed Value for *Your Boat(s)* *We* will insure *Your Boat(s)* on a Market Value basis.

We will then pay up to the Market Value (i.e. the cost to replace *Your Boat(s)* with a similar item of the same age and condition) of *Your Boat(s)* assessed at the time of the Event giving rise to the Loss, or the Sum Insured shown on *Your Certificate of Insurance*, whichever is the lesser.

KEEP YOUR BOAT(S) AND EQUIPMENT IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECT THEM

You must maintain *Your* Boat(s) and Equipment in a good state of repair and condition. Any Loss or Damage caused by poor maintenance or lack of maintenance is not covered under the Policy. *You* must also make reasonable efforts to protect *Your* Boat(s) and Equipment from any Loss or Damage. If *You* make a claim and knew about something that could cause Loss or Damage to *Your* Boat(s) and/or Equipment and *You* did not make reasonable efforts to avoid it before the Loss or Damage occurred, then *We* may reduce or refuse to pay a claim.

If *You* do suffer Loss or Damage to *Your* Boat(s) and/or Equipment *You* must make reasonable efforts to prevent any further Loss or Damage. If *Your* Boat(s) is/are kept on a mooring(s) *You* must make sure that the mooring(s) is / are in good order and repair. This means that the mooring must be well maintained and serviced on at least an annual basis.

TELL US IF YOU MODIFY YOUR BOAT(S) OR CHANGE ITS USE OR CHANGE YOUR NORMAL STORAGE OR MOORING LOCATION

- *You* must tell *Us* if *You* modify *Your* Boat(s) from the manufacturers original specifications;
- *You* must tell *Us* if there is a change in the use of *Your* Boat(s) that is different to the use originally advised; and
- *You* must tell *Us* if *You* change *Your* normal storage or mooring location.

If *You* do not provide *Us* with this information *You* may not be covered in the event of a claim.

When *You* provide this information to *Us*, *We* may alter the terms and conditions of the Policy once *We* have assessed any increase in the risk exposure, this may involve payment of an additional Premium or change in Excess structure.

Alternatively *We* may cancel the Policy or decide to not renew the cover.

ENSURE YOUR PREMIUMS ARE ALWAYS PAID

You are responsible for ensuring that *Your* Premiums are paid or *Your* cover could be put at risk, *Your* Policy may be cancelled or a claim could be denied.

Please call *Us* if *You* are ever unsure about *Your* Premiums.

MEETING YOUR OTHER OBLIGATIONS

You will need to meet all conditions and terms of the Policy, or *We* may reduce or refuse to pay a claim and /or cancel/avoid the Policy.

TRANSFER OF INTEREST

If *Your Boat(s)* is/are sold, transferred to a new owner, or there is a change in any interest in the ownership of *Your Boat* the Policy will automatically be cancelled from the time of such sale, transfer or change of ownership.

EXCESS

An Excess is the amount *You* bear when a claim is accepted under this insurance. The Excess applicable to *Your* cover is shown on *Your* Certificate of Insurance or detailed within this document.

SPECIFIC EXCESS DETAILS

Excesses applicable to claims and Events are specified in the Certificate of Insurance and in the various cover sections in the Policy.

In addition there are additional Excesses that apply irrespective of whether they are reflected on the Certificate of Insurance or in the cover sections.

These are:

Trailerable Boat Submersion Excess:

- If *Your Boat* is under 10 meters in length and designed to be legally permissible to be trailered on its own Trailer, in the event of Loss or Damage to *Your Boat* caused by submersion an Excess of \$2,000 will apply in the event of partial, Total, and/or constructive Total Loss. This Excess will not apply if at the time of the Event *Your Boat* is kept in a berth, on its own Trailer, or has been left unattended for less than 24 hours.

Named Cyclone Excess:

- In the event of Loss or Damage to *Your Boat* caused by a Named Cyclone, a Named Cyclone Excess of \$5,000 or 5% of the total claim whichever amount is greater will be applied. This Excess will apply to all claims including a Total and/or constructive Total Loss. This Excess will not apply if *Your Boat* is secured ashore on its own Trailer and reasonable care has been taken to protect *Your Boat* from the Named Cyclone.

NO EXCESS IS PAYABLE FOR CLAIMS RELATING TO:

- death or bodily injury under the legal liability cover provided by the Policy; or
- emergency transit.

OTHER PARTY'S INTEREST

We only cover *Your* interest in the Boat, unless *We* specifically include cover for the interest of another party.

You must tell *Us* of the interests of all parties (e.g. credit providers or other owners) who *You* want to be covered by the Policy. *We* will cover their interests only if *You* have told *Us* about them and *We* have shown them as a beneficiary on *Your* Certificate of Insurance.

GOODS AND SERVICES TAX (GST)

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or the maximum amount that *We* pay as these amounts specified are GST inclusive amounts. However, if *You* are or would be entitled to claim any input tax credit for the repair or replacement of the insured property or for other things covered, *We* will reduce any payment for a claim under the Policy by the amount of such input tax credit. *You* must advise *Us* of *Your* correct input tax credit percentage where *You* are registered for GST. *You* are liable to *Us* for any GST liability *We* incur arising from *Your* any incorrect advice concerning or omission to tell *Us* about, *Your* GST registration or entitlement to input tax credits.

OTHER INSURANCE

When making a claim on the Policy, *You* must also supply *Us* with written details of all policies that may pay or partially pay that claim.

IF YOU HAVE BORROWED MONEY TO BUY YOUR BOAT(S)

If the person from whom *You* have borrowed money ("a credit provider") is shown on *Your* Certificate of Insurance as having an interest in *Your* Boat(s) and, if *You* have a claim and *We* agree to settle on a cash basis, *We* will make this payment to the credit provider in full or part settlement of *Your* claim. In this situation *We* will pay the credit provider the amount *We* agree to settle the claim, up to the amount outstanding under *Your* loan.

PROTECTING YOUR BOAT

You must at all times take reasonable precautions:

- to protect *Your* Boat(s) from Loss or Damage;
- to minimise Loss or prevent further Loss or Damage following an Event that causes Loss or Damage to *Your* Boat(s);
- to preserve *Our* recovery rights against any other party who may be responsible for the Loss, Damage or liability.

GEOGRAPHIC LIMITS AND PERIOD OF INSURANCE

Cover is only provided under the Policy in relation to Events causing Loss, Damage or liability which occurs:

- during the Period of Insurance; and
- within the Geographic Limits shown on *Your* Certificate of Insurance. All cover provided by the Policy will be automatically suspended when *Your* Boat(s) clears Australian Customs and Immigration for the purpose of leaving Australian waters and will recommence when *Your* Boat(s) has cleared Australian Customs and Immigration on its return. However *We* will provide cover in circumstances where *Your* Boat(s) goes beyond the Geographic Limits:
 - to reasonably respond to an unforeseen emergency; or
 - because of circumstances beyond the reasonable control of the person in charge or control of *Your* Boat; or
 - *We* have agreed to extend cover in writing.

IF YOUR BOAT IS A TOTAL LOSS

When *You* receive a Total Loss payout, *Your Boat(s)* will upon payment become *Our* property and *We* will be entitled to sell that property Salvage and retain the proceeds from any sale.

There is no Premium refund payable if *We* settle a claim for *Your Boat(s)* on a Total Loss basis.

DUTY OF DISCLOSURE

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

CONDUCT OF OTHERS

We understand that there may be circumstances where *You* are unable to meet certain obligations due to factors beyond *Your* control. Examples include mental illness, an act of violence, or intimidation or coercion. In such cases, *You* can contact *Us* for assistance.

When a claim is not covered due to *Your* actions under this Policy, *We* may consider circumstances such as those identified above and provide assistance at *Our* discretion. This assistance may include making a payment, even though there is no legal obligation to do so and subject to the conditions and limits of the Policy.

This clause does not form part of the terms and conditions and does not confer any contractual or other rights. *We* aim to approach each situation with sensitivity and fairness, and to act reasonably in the circumstances.

RESPECT AND PROTECT

Zurich policy holders and customers must not use the products or services we offer to perpetrate financial abuse or engage in conduct that is illegal or harmful towards any person.

Laws to which our product terms are subject to may apply in such situations. *We* may report details of a person's dealing in our products to a law enforcement body conducting enforcement related activities.

Zurich is committed to supporting customers who are impacted by the conduct of others. Information on the support that is available is on our Supporting customers experiencing vulnerability website www.zurich.com.au/contact/supporting-customers-experiencing-vulnerability

DUTY OF DISCLOSURE UNDER THE INSURANCE CONTRACTS ACT 1984

Before *You* enter into an insurance contract, *You* have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell *Us* anything that *You* know, or could reasonably be expected to know, that may affect *Our* decision to insure *You* and on what terms.

You have this duty until *We* agree to insure *You*.

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

You do not need to tell *Us* anything that:

- reduces the risk *We* insure *You* for; or
- is common knowledge; or
- *We* know or should know as an insurer; or
- *We* waive *Your* duty to tell *Us* about.

IF YOU DO NOT TELL US SOMETHING

If *You* do not tell *Us* anything *You* are required to, *We* may cancel *Your* contract or reduce the amount *We* will pay *You* if *You* make a claim, or both.

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

DUTY OF DISCLOSURE UNDER THE MARINE INSURANCE ACT 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, the insured has an obligation to disclose to *Us* every material circumstance which is known to the insured and/or which in the ordinary course of business ought to be known by the insured. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he will take the risk. If there is a failure to make such disclosure, *We* may avoid the contract.

NON-DISCLOSURE OR MISREPRESENTATION

If the insured makes a misrepresentation to *Us*, or if they do not comply with this duty of disclosure and *We* issue this Policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the insured's duty of disclosure had been complied with, then:

- *We* may reduce the cover provided so that *We* are placed in the same position as *We* would have been in, had there not been any misrepresentation and the insured's duty of disclosure had been complied with; and
- *We* may also cancel this Policy; or
- *We* may treat this Policy as if it never existed if the misrepresentation or the non-compliance with the insured's duty of disclosure was fraudulent.

UNDERINSURANCE

We require *You* to insure *Your* Boat/s for the full value. If *You* do not and the actual value of *Your* Boat/s or Equipment insured under the Policy is higher than the total Sum Insured in *Your* schedule (at the time of Loss or Damage), *We* shall only pay *You* the proportional amount that the Total Loss bears to the total Sum Insured specified in *Your* schedule.

CONDITIONS FOR LITHIUM FIRE EXPOSURE AND CLAIMS

You must ensure as reasonably practicable:

- that the charging of any Lithium Battery is monitored for fire, temperature, smoke, damage and charge status and shall only be performed using charging equipment supplied or approved by the OEM;
- the location where any Lithium Battery is charged shall be free of any sources of ignition or flammable materials;
- all OEM guidelines and recommendations in relation to the use, installation, storage, charging and maintenance of any Lithium Battery should be complied with; and
- any repairs, modifications, alterations to any Lithium Battery or its charging equipment shall only be performed by a licensed installer and as per the OEM guidelines.

Unless otherwise stated in the Certificate of Insurance, in the event of a Lithium Battery fire triggered claim an additional Excess of \$2,500 or 5% of repairs payable (or Sum Insured in the event of a Total Loss) will be payable (whichever is the higher excess amount).

Making a Claim

If an Event occurs that is likely to result in a claim, *You* will need to comply with the following applicable obligations:

- report the accident to the appropriate marine authority;
- do what *You* reasonably can to prevent any further Loss, Damage, cost or liability;
- notify the police if the Loss or Damage involves theft, attempted theft, Malicious Damage or impact;
- call Nautilus Marine on 1300 996 110 or *Your* insurance broker as soon as reasonably possible; and
- email: claims@nautilusinsurance.com.au

You must not, without *Our* consent:

- admit guilt, fault or liability;
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further Loss or Damage); or
- dispose of any Damaged property.

If *You* do not comply with the above this may result in *Us* not being able to accept *Your* claim.

You must also:

- provide *Us* with the proof that *We* reasonably require regarding lost or Damaged items;
- help *Us* manage the claim, which may include *Us* inspecting *Your* Boat(s) or asking *You* questions, or *You* providing written statements to *Us* under oath;
- keep items that have been Damaged, where reasonably practicable and allow *Us* to inspect them or assess repair costs;
- allow *Us* to take possession of Damaged property that is the subject of a claim;
- send *Us* any communication *You* receive relating to the claim (including telling *Us* of any pending court proceedings or offers of settlement);
- help *Us* as *We* work to negotiate, defend or settle any claim made under the Policy and to exercise for *Our* benefit *Your* legal right of recovery against any other party under the Policy and to exercise for *Our* benefit *Your* legal right of recovery against any other party as may be reasonably required; and
- tell *Us* about any other insurance that may be relevant to the claim.

IF YOUR BOAT(S) IS/ARE COVERED UNDER THE POLICY:

Market Value

Where in *Your* schedule it states "market value", it is a market value policy cover.

We may decide either to repair or replace an item, or to pay the cost of replacing an item.

The amount that *We* will pay is determined by:

- (a) comparing the value of the item with an item of equal age and condition; or
- (b) the new replacement value less reasonable depreciation based upon the age and condition of the item; or
- (c) the actual cost of an item of equal age and condition, whichever is the lesser.

When *We* take the option of repairing an item, the amount that *We* pay is limited by the actual value of the item being repaired or the new replacement value less reasonable depreciation based upon the age and condition of the item.

In the event of a total loss *We* will pay you the total sum insured (market value) of the item involved and take ownership of any salvage.

The maximum amount payable in respect of each item is as listed in *Your* schedule.

Agreed value

If *Your* schedule states total sum insured "agreed value", this is an agreed value policy cover.

Your schedule will show the agreed value.

The maximum *We* will pay *You* is the agreed value insured. *We* may decide to:

- (a) repair or replace an item; or
- (b) pay *You* the reasonable cost of repairing or replacing the item involved; or
- (c) pay *You* the agreed value insured of the item involved and take ownership of any salvage.

We shall consult with *You* and take into account *Your* interests regarding the option of settling the loss either by payment, repair, reinstatement, or replacement, but *You* agree that *We* will have ultimate discretion in the settlement of any claim.

COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If *You* make a claim for Loss or Damage to *Your Boat(s)*, *We* may require *You* to dismantle it or authorise *Us* to dismantle it, so *We* can assess *Your* claim and/or decide if it is valid. *We* may refuse to assess or pay *Your* claim if *You* do not agree to this.

Where the claimed Loss or Damage is not covered, *You* will be responsible for the costs of the above dismantling as well as any costs associated with it (including but not limited to any diagnosis, reassembly, repair, and/or replacement costs).

Where the claimed Loss or Damage is covered, *We* will settle *Your* claim in accordance with the terms and conditions of the Policy (including the operation of any Excess).

However, *We* will never pay more than the relevant Sum Insured or limit specified in the Policy or shown on *Your* Certificate of Insurance less any applicable Excess.

If *We* pay *You* the reasonable cost of repairing or replacing *Your Boat(s)* and/or Contents, Equipment and Accessories, *Our* payment will be based on the cost required to repair or replace it as near as possible to its appearance and condition immediately prior to the claimed Loss or Damage.

If *We* accept *Your* claim *We* will pay for Damage to mechanical and electrical components of the Motor(s) up to it/their Agreed Value or Market Value (whichever is applicable), on a new for old basis up to 12 months of age. Where possible *We* will use the manufacturer's genuine parts.

Property Coverage and Exclusions

We will indemnify *You* for Loss of or Damage to the *Your Boat* or *Tender* caused by any of the following Events:

1. Damage

You are covered for Damage resulting from an Event.

Exclusions applicable to Damage

You are not covered for Damage:

- in respect of an outboard Motor when secured to *Your Boat(s)* or *Boat's Tender* in a manner other than that specifically recommended by the manufacturer of the Motor, *Your Boat(s)* or *Your Boat's Tender*.
- specifically excluded under the Exclusions section or where *Your* claim is in whole or part covered by one or other Event specified in the Policy.
- specifically covered under other sections and other parts of the Policy.

2. Theft

You are covered for the theft of *Your Boat(s)* and/or its Contents.

Exclusions applicable to Theft

You are not covered for theft:

- when another person is using *Your Boat(s)* with *Your* consent unless *We* have agreed in writing to provide cover for bare boat chartering of *Your Boat* or for its use by a member of a Managed Recreational Boating Group.
- of Contents unless there is evidence of violent and forcible entry into *Your Boat(s)* or the Loss involves violent and forcible removal of the items from the place of storage on *Your Boat*.

3. Malicious Damage

You are covered for Malicious Damage resulting from an Event.

Exclusions applicable to Malicious Damage

You are not covered for Malicious Damage caused by *You* or a person acting with *Your* express or implied consent.

4. Transit Damage

You are covered for Damage resulting from an Event which occurs whilst *Your Boat(s)* is being transported on its own Trailer by road, rail or ship.

Exclusions applicable to Transit Loss or Damage

You are not covered under this for transit Damage if:

- *Your Boat(s)* is/are not a Trailerable Boat;
- *You* have not complied with all statutory requirements; or
- *Your Boat(s)* is/are being transported by a professional carrier unless *We* have agreed to extend cover for such transport in writing.

5. Latent Defect

We will cover *You* for Damage to *Your Boat(s)* arising from a Latent Defect provided such defect is found only within the Hull, Motors, masts, spars and rigging of *Your Boat(s)*.

Exclusions applicable to Latent Defect Cover

You are not covered:

- if the Latent Defect resulted from a lack of due diligence on *Your* part; or
 - for the actual cost of repairing or replacing the Latent Defect or the latently defective part.
-

6. Additional Benefits

The Policy is extended to include the following additional benefits.

6.1 PERSONAL EFFECTS

We will pay up to \$5,000 per Event and in the aggregate for Loss or Damage to Personal Effects.

Our payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*. Proof of ownership will be required to substantiate any claim payable under this benefit. Unless otherwise agreed in the Policy, the Excess for this coverage is \$200.

Theft of Personal Effects is excluded unless there is physical evidence of violent and forcible entry into *Your Boat(s)* or the Loss involves violent and forcible removal of the items from the place of storage on *Your Boat*.

6.2 FISHING GEAR, DIVING EQUIPMENT AND WATER SKI EQUIPMENT

We will pay up to \$5,000 per Event and in the aggregate for Loss or Damage to *Your Fishing Gear, Diving Equipment or Water Ski Equipment* provided that they are being stored on *Your Boat(s)* at the time of Loss or Damage.

Proof of ownership will be required to substantiate any claim payable under this benefit. Our payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*. Unless otherwise agreed in the Policy, the Excess for this coverage is \$200.

Theft of Fishing Gear, Diving Equipment, Water Ski Equipment is excluded unless there is evidence of violent and forcible entry into *Your Boat(s)* or the Loss involves violent and forcible removal of the items from the place of storage on *Your Boat*.

6.3 EMERGENCY TRANSIT

We will pay up to \$2,000 per Event and in the aggregate towards the cost of towing *Your Boat(s)* in an emergency to *Your home port* or the nearest place where repairs can be made.

Our payment under this additional benefit will be in addition to the Sum Insured for *Your Boat(s)*. Unless otherwise agreed in the Policy, no Excess will apply to this additional benefit.

6.4 REPAIRER'S NEGLIGENCE

We will pay for Damage caused by the negligence of any repairer who is engaged by *You* to repair *Your Boat(s)* provided the repairer has the necessary skills to carry out such repairs and/or is licensed to carry out such repairs.

No cover will be provided under this additional benefit if it is already covered under the Legal Liability section of the Policy.

No cover will be provided under this additional benefit if the Damage to *Your Boat(s)* would also be covered under Events 1 to 5. *Our* payment will not be in addition to the Sum Insured for *Your Boat(s)*.

Unless otherwise agreed in the Policy the basic Excess shown on *Your Certificate of Insurance* will apply.

6.5 ARREST OR DETENTION

We will pay for Damage together with reasonable legal fees and expenses incurred in obtaining the release of *Your Boat(s)* following impounding, arrest, detention, confiscation or any similar act by any Regulatory Authority as a result of any act committed without *Your* knowledge by a hirer, Master or Crew member.

No cover will be provided under this additional benefit if the Damage to the Boat(s) would also be covered under Events 1 to 5. *Our* payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*.

Unless otherwise agreed in the Policy, the basic Excess shown on *Your Certificate of Insurance* will apply.

6.6 REGULATORY AUTHORITY

We will pay for Damage caused directly by any authority acting in the interests of public welfare to prevent or mitigate a pollution hazard, or the threat of a pollution hazard, which has arisen directly from Damage which is covered by the Policy. There is no cover under this additional benefit if the act of the authority has resulted from a lack of due diligence by *You* to prevent or mitigate such hazard or threat.

No cover will be provided under this additional benefit if the Damage to *Your Boat(s)* would also be covered under one or other of the Events 1 to 5. *Our* payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*.

Unless otherwise agreed in the Policy, the basic excess shown on *Your Certificate of Insurance* will apply.

6.7 EXPENSES TO AVOID OR MINIMISE LOSS

We will pay the reasonable cost to minimise Damage resulting from an Event. The cover for this additional benefit will be restricted to the cost incurred in:

- removing *Your Boat(s)* to safety (including emergency towing);
- drying all of the electrical equipment on the Motors(s);
- cleaning and oiling of the Motor(s) by a qualified mechanic.

No cover will be provided under this additional benefit if the Damage would also be covered under Events 1 to 5. *You* do not need *Our* authority to take such action if it is an emergency and *You* are unable to obtain *Our* authority. *You* must advise *Us* as soon as reasonably practicable after the action has been taken. These emergency costs are paid in addition to the Sum Insured shown on *Your* Certificate of Insurance for *Your Boat(s)*.

6.8 RECOVERY OR REMOVAL OF WRECK

If *Your Boat* suffers Damage *We* will pay the reasonable cost for the removal or recovery of the remains of *Your Boat(s)* if *We* agree to recover it (such agreement not to be unreasonably withheld) or the law requires the wreck to be removed. These costs will be paid in addition to the Sum Insured for *Your Boat(s)*.

6.9 NEGLIGENCE/WRONGFUL ACT OF MASTER, SKIPPER, CREW, HIRERS

We will pay Damage arising out of the negligence or wrongful act of the Master, Skipper, Crew and hirers. There is no cover under this additional benefit if the Damage has resulted from a lack of due diligence by *You* or the Boat(s) owners or managers. No cover will be provided under this additional benefit if the Damage to *Your Boat(s)* would also be covered under one or other of the Events 1 to 5 or under the Legal Liability section of the Policy. Unless otherwise agreed in the Policy, the basic Excess shown on *Your* Certificate of Insurance will apply. *Our* payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*.

6.10 SHORE COVER

Provided the Damage is covered under the Policy, the Policy is extended to provide coverage whilst *Your Boat(s)* or part of *Your Boat(s)* is ashore being repaired, overhauled or being refitted and during transit from and to *Your Boat(s)* for that purpose. *Our* payment under this additional benefit will not be in addition to the Sum Insured for *Your Boat(s)*. Unless otherwise agreed in the Policy, the basic Excess shown on *Your* Certificate of Insurance will apply.

6.11 LOSS OF HIRE INCOME

We will pay for *Your* Loss of hire income arising out of the Damage to *Your* Boat(s) that occurs during the Period of Insurance to a Boat(s) shown on *Your* Certificate of Insurance: for one third of *Your* normal daily hire fee limited to a maximum of \$1,000 per day for the period *Your* Boat(s) are temporarily disabled from earning anticipated hire income as a result of such Damage.

There is no cover for Loss of hire income during the first 30 days following such Damage. Coverage under this benefit is limited to 14 days of Loss of hire income.

There is no benefit payable under this additional benefit if the Loss of hire income:

- is not caused by Event 1 to 5;
- arises out of Loss or Damage that is excluded under either Event 1 to 5 or the General Exclusions section of the document;
- follows a Total Loss of *Your* Boat(s); or
- arises from inadequate repairs or workmanship being affected to *Your* Boat(s).

It is a requirement of this additional benefit that *You* keep and make available to *Us*, a complete and accurate record of the daily hire fees for all charters during the currency of the Policy to substantiate the Loss of hire income being claimed. These costs will be paid in addition to the Sum Insured for *Your* Boat(s).

7. Optional Benefits

Subject to all policy terms, conditions and exclusions of the Policy, the following optional benefits can be added for an additional Premium. If selected, any benefits will be shown on *Your* Certificate of Insurance. Coverage under these optional benefits is also conditional on the Loss or Damage being covered under Events 1 to 5.

7.1 SAILBOAT RACING COVER

If selected, *You* are covered for Damage resulting from an Event whilst *Your* Boat(s) is competing in sailboat races of up to 100 nautical miles. *Our* payment under this optional benefit will not be in addition to the Sum Insured for *Your* Boat(s).

7.2 BREACH BY BAREBOAT HIRER OR MEMBER OF A MANAGED RECREATIONAL BOATING GROUP

If selected, *You* are covered for Damage resulting from an Event whilst *Your* Boat(s) is under the control of a bareboat hirer or member of a Managed Recreational Boating Group notwithstanding that the Loss or Damage arises solely by reason of a wrongful act or misconduct of the bareboat hirer or member of a Managed Recreational Boating Group who is using *Your* Boat(s). *You* will not be covered under this optional benefit if *You* were aware that the bareboat hirer or member of a Managed Recreational Boating Group was committing a wrongful act at the time of taking control of *Your* Boat(s). *Our* payment under this optional benefit will not be in addition to the Sum Insured for *Your* Boat(s).

7.3. MECHANICAL BREAKDOWN

If selected, *You* are covered for mechanical breakdown of Motor/s and or refrigeration unit/s on *Your Boat(s)* which causes immediate stoppage of *Your Boat(s)* and such Motor or refrigeration unit requires repair or replacement so as to enable the Motor and/or refrigeration units to continue operating. This optional benefit only applies to Motor/s and or refrigeration up to 5 years from the date of manufacture that have been regularly serviced and maintained in accordance with the manufacturer's recommendations. In the event of a claim, copies of service records will be required. No cover will be provided:

- where the Motor/s and/or refrigeration are still covered under the manufacturer's original or any extended warranty; or
- the Loss or Damage was as a result of the failure of maintenance items such as seals, gaskets and filters.

In the event of a claim under this optional benefit an additional Excess of 10% of the repair costs will be applied to the standard Policy Excess. *Our* payment under this optional benefit will not be in addition to the Sum Insured for *Your Boat(s)*.

8. Legal Liability

This Legal Liability coverage is subject to all Policy terms, conditions and exclusions.

We will cover *Your* Legal Liability.

We will not cover *Your* Legal Liability for:

- death or bodily injury to *You*;
- Loss or Damage to *Your* property;
- death or bodily injury to paying passengers unless *We* have agreed to extend coverage under the Policy to apply to this;
- Loss or Damage to paying passengers property unless *We* have agreed to extend coverage under the Policy to apply to this.

We will also pay legal fees and expenses provided that *We* consent to the costs of any legal fees and expenses *You* incur in writing before they are incurred (not to be unreasonably withheld).

Cover under this Legal Liability is extended when *You* are using a substitute Boat(s) that is not owned by *You*, a member of *Your* household or any person in *Your* employ because *Your* own Boat is unable to be used because it is undergoing unscheduled maintenance or repairs. There is no cover for Damage to the substitute Boat(s) while being used by *You*.

We do not cover any Legal Liability arising out of the Other Related Business Activities *You* undertake in using *Your Boat(s)*.

THE AMOUNT WE WILL PAY

The maximum amount *We* will pay for Legal Liability (including the additional benefits detailed below) is the Limit of Liability amount shown on *Your* Certificate of Insurance in total for all claims that arise from any one Event. All legal fees and expenses are included in this Limit of Liability and are not in addition to such Limit of Liability.

9. Legal Liability Additional Benefit

THE ACCIDENTAL DISCHARGE, RELEASE OR ESCAPE OF FUEL, LUBRICANTS OR SEWAGE

We will cover *You* for *Your* Legal Liability in connection with:

- property Damage caused by or arising from a sudden unexpected and unintended discharge directly or indirectly arising from the release or escape of fuel or lubricants from *Your* Boat(s) occurring at a clearly identifiable time and place during the Period of Insurance, provided that the fuel or lubricants are being used in connection with the operation of *Your* Boat at the time of Damage;
- clean-up costs following an Events set out under Events 1 to 5, provided *You* are liable for the clean up; or
- to the extent permitted by law, any fines and penalties imposed on *You* for a breach of any federal, state or local environmental protection legislation, following the discharge up to a maximum of \$50,000 in the Period of Insurance.

No coverage will be provided under this additional benefit for Legal Liability arising from:

- *Your* own gross negligence or willful misconduct;
- the gross negligence or willful misconduct of any person in possession of *Your* Boat(s) with *Your* permission or knowledge other than where the usage of *Your* Boat(s) is shown as bare boat charter/hire or recreational boating club on *Your* Certificate of Insurance; or
- fuel or lubricants not being used in connection with the operation of *Your* Boat at the time of Loss.

We will pay no more than \$500,000 (inclusive of legal costs and any fines or penalties) in the aggregate for any discharge or series of accidents or discharges arising out of one Event.

10. Legal Liability – Optional Benefits

Subject to all policy terms, conditions and exclusions of the Policy, the following optional benefits can be added for an additional Premium. If selected, any benefits will be shown on *Your* Certificate of Insurance.

10.1 PASSENGER LIABILITY – EXCLUDING FOOD AND DRINK

If selected, *We* will provide cover for *Your* Legal Liability for death or bodily injury to any paying passenger on *Your* Boat or Damage to their property provided such passengers are either being carried on, embarking or disembarking to or from *Your* Boat(s) via a private or commercial jetty, pontoon or wharf.

If a Tender is insured under the Policy the cover provided under this optional benefit extends to include *Your* Legal Liability arising from the transfer of passengers from *Your* Boat(s) to shore.

Your Certificate of Insurance will show the Limits Of Liability that apply to this cover, together with the maximum number of paying passengers.

10.2 PASSENGER LIABILITY – INCLUDING FOOD AND DRINK

If selected, *We* will provide cover for *Your* Legal Liability for death or bodily injury to any paying passenger on *Your* Boat arising out of the condition or quality of any food or drink sold or supplied by *You* on *Your* Boat, Damage to their property provided such passengers are either being carried on, embarking or disembarking to or from *Your* Boat(s) via a private or commercial jetty, pontoon or wharf.

If a Tender is insured under this Policy the cover provided under this optional benefit extends to include *Your* Legal Liability arising from the transfer of passengers from *Your* Boat(s) to shore.

This optional benefit does not cover the Legal Liability of any private or contract caterer providing services or food or drink on *Your* Boat.

10.3 WATER-SKIING AND AQUAPLANING ACTIVITIES

If selected, *We* will provide cover for the Legal Liability of *You* and the observer (where an observer is required to be on *Your* Boat by reason of any law) for:

- accidental death or bodily injury to a water skier or aquaplaner towed by *Your* Boat(s);
- accidental death or bodily injury to any person caused by a waterskier or aquaplaner being towed by *Your* Boat(s); and
- accidental Damage to another person's property caused by a water skier or aquaplaner being towed by *Your* Boat(s).

This benefit will also cover the water skier or aquaplaner being towed by *Your* Boat(s) for their Legal Liability to others for accidental death or bodily injury or Damage to another person's property. *Your* Certificate of Insurance will show the Limits of Liability that apply to the policy.

In addition to the Legal Liability exclusions specified under "Exclusions to *Your* Legal Liability cover" set out below, the following exclusions will apply to this optional benefit:

- Legal Liability arising out of waterskiing or aquaplaning when:
 - there is not a person appropriately capable to supervise in addition to the driver on board *Your* Boat(s) at the time of the incident;
 - an aerial device or ski ramp is being used;
 - a ski mast, ski pole, or ski tower are being used unless it has been professionally designed, manufactured and installed;
 - involved with any competition waterskiing/wakeboarding or waterskiing racing whatsoever; or
 - using any device not designed and professionally manufactured for the purpose of being towed behind a Boat (i.e. surfboards, tyre tubes etc).

Exclusions to Your Legal Liability Cover

We will not cover *Your* Legal Liability:

- for bodily injury, illness or death:
 - to *You* or any person unless specifically covered elsewhere in the Policy;
 - to any person, (other than a bare boat hirer or a Managed Recreational Boating Group) who is allowed by *You* to control *Your* Boat;
 - to any person who, in respect of the claimable Loss, is covered or should have been covered by any compulsory compensation insurance, including any compulsory third party insurance, or applicable workers compensation for the same claimable Loss;
 - directly or indirectly from, or in anyway connected with the activity of scuba diving, boom netting or parasailing;
- for Loss or Damage to:
 - any property owned by *You* or in *Your* physical or legal control;
 - any property owned by, or in the physical or legal control, of a person allowed by *You* to control *Your* Boat(s);
 - third party property arising while *Your* Boat(s) is/are being towed by a vehicle or from the Boat(s) breaking away from or accidentally becoming detached from the towing vehicle;
- while *Your* Boat(s) is in the charge of or physical control of builders, repairers, yacht clubs or marina operators unless for emergency purposes to minimise any Loss or Damage covered under the Policy;
- other than from the Hull, Motors, masts, spars, rigging, sails, Equipment and Accessories being on and/or used on *Your* Boat(s), Boat Tender or Trailer;
- arising out of the towing of any person or objects in the air;
- for the transmission of any disease;
- for asbestos or any product containing asbestos;
- arising out of any Event or liability for which *You* are required by law to hold an insurance Policy;
- for any penalties, fines, punitive or exemplary or aggravated Damages for which *You* are liable unless otherwise covered by the Policy;
- for actions brought against *You* in a court outside Australia or a court that applies law that is not Australian law.

General Exclusions

You are not covered for any Loss or Damage, Legal Liability or Damage caused by or resulting from, or the costs incurred from or of:

- the failure to maintain *Your Boat(s)* in good order and repair, or in a proper state of Seaworthiness and in compliance with all statutory requirements;
- wear and tear, mould, gradual deterioration, timber rot, Delamination, vermin, corrosion, rust, Electrolysis, Osmosis or marine growth;
- Inherent Defects, structural faults, faulty workmanship (unless coverage provided elsewhere within the Policy), manufacturer's defects or faulty design;
- Damage to sails caused by normal wear and tear and/or wind or water;
- the use of *Your Boat(s)* for bareboat hire, bareboat charter or bareboat reward of any kind, unless *You* have advised *Us* and *We* have agreed to extend cover in writing;
- any illegal or deliberate action by *You*, or someone acting with *Your* express or implied consent;
- *Your Boat(s)* or any Boat(s) covered by the Policy having been fitted with a Motor more powerful than that recommended by the manufacturer of the Hull;
- the lawful seizure, confiscation, nationalisation or requisition of *Your Boat(s)* or any other item covered by the Policy (this exclusion does not apply to coverage afforded under 6.5 Arrest or Detention provided within the Policy);
- the mooring for *Your Boat(s)* or any Boat(s) covered by the Policy not being:
 - of a suitable design and weighting for *Your Boat(s)*;
 - appropriately sited;
 - in good order and regularly maintained on an annual basis;
- while *Your Boat(s)* or any Boat(s) covered by the Policy being under the control of:
 - an unlicensed person when a license is necessary;
 - a person impaired due to drinking too much alcohol or consuming illegal drugs, which is evidenced by the results of a blood test which show that the blood alcohol concentration (BAC) is above the legal limit or the presence of illegal drugs or taking into account the following where available:
 - (a) the report of a medical practitioner or forensic expert;
 - (b) *Your* own admission;
 - (c) the description of events described to *Us* or treating medical professionals as documented in their records;
 - a person who has been refused boat insurance within the last five years unless *You* have advised *Us* of the refusal and *We* have agreed in writing to cover that person under the Policy.

This exclusion does not apply if *You* can prove that:

- *You* did not know or had no reason to suspect that the person in control of *Your Boat(s)* fell into any of the aforementioned categories;
 - it was reasonable for that person to assume control of *Your Boat(s)* as a result of an unforeseen emergency.
- while *Your Boat(s)* is being used for power boat racing or speed tests, unless *You* have advised *Us* and *We* have agreed to extend cover in writing;

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- a lack of reasonable care, protection and/or security of *Your Boat(s)* or other insured property;
 - *Your Boat(s)* traveling in excess of the speed limit shown on *Your Certificate of Insurance*;
 - the use of *Your Boat(s)* or any *Boat(s)* covered by the Policy or other insured property for any unlawful or illegal purpose;
 - war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism);
 - pollution or contamination except as otherwise specifically covered in the Policy;
 - an Event involving *Your Boat(s)* while it is outside the Geographic Limits shown on *Your Certificate of Insurance* unless otherwise specifically covered elsewhere in the Policy and/or *You* have advised *Us* and *We* have agreed to extend cover in writing;
 - a bushfire or Named Cyclone within the first 48 hours of the start of the Policy unless *You* bought *Your Boat(s)* on the start date of the Policy (not including a renewal) or *You* transferred a *Boat(s)* insurance policy, with equivalent cover, from another insurance company without interruption in cover;
 - electronic or mechanical derangement of electronic equipment, data, virus, malfunction or processing error;
 - mechanical, structural, electrical or electronic breakdown or malfunction unless:
 - directly caused by one of the Events 1-5 listed in the Policy; or
 - *We* have agreed to extend cover in writing;
 - the modification of *Your Boat(s)* and/or *Motor(s)* unless *You* have advised *Us* and *We* have agreed to extend cover in writing;
 - mechanical parts that are not in accordance with the manufacturer's original specifications;
 - a *Motor* caused by or resulting from seizure and/or overheating unless covered under the Policy;
 - radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
 - improving or altering *Your Boat(s)* unless *You* have advised *Us* and *We* have agreed to extend in writing;
 - any consequential Loss or Loss of profit unless otherwise covered under the Additional Benefits 6.11 Loss of Hire Income section;
 - *Your* liability under any contract, or if *You* have agreed to or accepted liability without *Our* prior agreement;
 - acts or omissions by *You* or someone with *Your* consent, if the acts are unlawful or are intended to be done with reckless disregard for the consequences;
 - the injury or death of a person is self-inflicted, including suicide or attempted suicide irrespective of the mental health of that person;
 - the transportation of *Your Boat(s)* other than a *Trailerable Boat(s)* by road, rail or ship including loading and unloading unless *We* have agreed to extend in writing prior to the conveyance commencing;
 - The towing of any other boat or watercraft except *Your Boat's Tender* by *Your Boat* unless previously approved by *Us* in writing. This exclusion shall not apply if *You* are rendering emergency assistance to a distressed boat.

We are not liable to make any payments for liability under any coverage sections of the Policy or make any payments under any extension for any Loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/or the insurer, its 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 the Policy.

Definitions

Certain words used in this document have special meanings. This section contains such terms. In some cases, certain words may be given a special meaning when used or in the other documents making up the Policy.

Accessories

Accessories mean items manufactured and intended for use on *Your Boat(s)* that are portable or not permanently attached to the Hull, inclusive of *Your Boat(s)* covers and canopies, batteries, portable fuel tanks, anchors, paddles, oars, Tender and similar items used for safety equipment as required by law.

Agreed Value

Agreed Value means the amount(s) *We* agree to insure *Your Boat(s)* for as shown on *Your Certificate of Insurance*. If *We* have issued an Agreed Value Policy, *Your Certificate of Insurance* will show Agreed Value.

Boat(s)

Boat(s) mean the Boat(s) shown on *Your Certificate of Insurance*, including its Hull and Contents, Motors (including fuel tanks), masts, spars, rigging and sails, Trailer, Equipment and Accessories and Boat Tender. It includes any replacement Boat(s).

It excludes modifications *You* have not told *Us* about or which are not shown on *Your Certificate of Insurance*.

Certificate of Insurance

Certificate of Insurance means the relevant Certificate of Insurance *We* give *You*. *We* give *You* a Certificate of Insurance when *You* first buy the Policy or whenever any part of the Policy is changed or when the Policy is renewed. *You* should always check the information shown on *Your Certificate of Insurance* is correct. If anything is incorrect *You* should contact *Us* immediately.

Contents

Contents mean only portable household goods, appliances, refrigerators, microwave ovens, televisions, glassware, crockery, cutlery and cooking utensils for use and kept on *Your Boat* only. The limit of cover for Contents is included in the Sum Insured.

Contents does NOT include: antiques, ornaments, works of art, jewellery, precious stones, furs, curios, collectibles, items that contain gold and silver, bonds, cash, credit cards, cheques and any similar financial items, cameras, portable radios, mobile phones, pagers, electronic organisers, Tools of trade, bicycles, computers, software and computing equipment or Personal Effects.

Crew

Crew means any person including the Master or Skipper working on board *Your Boat(s)* as an employee.

Damage

Damage means any form of harm that occurs to *Your Boat(s)* during the Period of Insurance, excluding any normal wear and tear or any physical harm evident prior to the Policy being incepted.

Delamination

Delamination means the peeling or separation into thin layers of the materials used in the construction of or part of *Your Boat(s)*.

Diving Equipment

Diving Equipment means recognised and commercially manufactured sports diving equipment including regulators, tanks and buoyancy compensation devices owned hired or leased by *You*.

Electrolysis

Electrolysis means the chemical decomposition by electric action.

Endorsement

Endorsement means an amendment made to and forming part of the Policy which is evidenced by an Endorsement certificate.

Equipment

Equipment means items manufactured and intended for use on *Your Boat(s)* that are portable or not permanently attached to the Hull, inclusive of depth sounders, marine radios/transceivers, navigation equipment, fish finders, and Tools.

Event

Event means a sudden, unexpected and accidental occurrence which happens within the Period of Insurance. An occurrence caused by the same, repeated general harmful condition that results in an occurrence within the Period of Insurance, unless an excluded cause of Loss, is considered to be one occurrence.

Excess

Excess means the amount *You* must bear when a claim is accepted under the Policy as shown on *Your Certificate of Insurance* or shown within the Policy.

Fishing Gear

Fishing Gear means rods, reels, tackle and other similar equipment owned or leased by *You* and used for the purpose of recreational/sport or commercial fishing. Non- prescription sunglasses are not covered.

Geographic Limit(s)

Geographic Limit(s) mean all waters within Australia and those waters off the coast of Australia as restricted or shown on *Your Certificate of Insurance*.

Hull

Hull means the shell of *Your Boat(s)*, deck, fixtures and fittings either on or below deck that are not normally removable and would normally be sold with *Your Boat(s)*.

Inherent Defect

Inherent Defect means the inbuilt property of *Your Boat(s)* itself which may cause or contribute to the Damage.

Latent Defect

Latent Defect means a hidden flaw or defect in the construction of *Your Boat(s)* which is not readily discoverable by a reasonable person having the necessary skills or qualifications to detect such flaw.

Legal Liability

Legal Liability means *Your* liability at law arising out of the use of *Your Boat(s)* to pay compensation for death, injury or property Damage of other people, excluding property owned by *You* or in *Your* physical or legal control.

Limit of Liability

Limit of Liability means the amount shown on *Your* Certificate of Insurance which is the maximum amount *We* will pay for all claims that arise from any one Event during the Period of Insurance for Legal Liability cover. This limit includes all legal fees and expenses.

Lithium Battery

Lithium Battery means a Lithium Battery used to power *Your Boat* or Tender noted in the schedule, or used to power any Accessories stored within, and/or used within *Your Boat* or Tender, owned and/or leased by *You*.

Loss

Loss means any damage, destruction, death, injury, illness, liability, costs or expenses from the use of *Your Boat/s* during the Period of Insurance

Malicious Damage

Malicious Damage means intentional Damage to *Your Boat(s)* by someone other than *You* and without *Your* consent and knowledge.

Managed Recreational Boating Group

Managed Recreational Boating Group means a professionally managed boat membership program that provide shares and or memberships for recreational use of boats.

Market Value

Market Value means the retail value of items of a similar type, age and condition, with adjustment for special features if any. *We* may use recognised industry publications to calculate the amount.

Master or Skipper

Master or Skipper means any person employed by *You* or on *Your* behalf under an employment agreement and as the Crew member to be in charge of the shipboard management and navigation of *Your Boat(s)*.

Motor

Motor means stern drive units, inboard and outboard engines as shown on *Your* Certificate of Insurance and include the propeller(s), shaft(s), gearbox(s), skeg(s), jet unit(s), wiring harness(es), instruments, portable fuel tank(s), battery(ies), control cables, desailer(s), thrusters, and generator(s).

Named Cyclone

Named Cyclone means a cyclone that has been given a name by the Bureau of Meteorology in Australia, or equivalent body if the cyclone is named outside of Australian waters.

OEM

OEM means the original equipment manufacturer of the electronically driven equipment or a company approved and/or licensed by the original equipment manufacturer.

Other Related Business Activities

Other Related Business Activities mean activities other than those used in the actual operation or direct use of *Your Boat(s)* including;

- any underwater activity;
- any airborne activity;
- the transport of goods in return for remuneration.

Osmosis

Osmosis means blistering of a gel coat and entrapment of moisture.

Period of Insurance

Period of Insurance means the period of time that *You* are covered by the Policy. It commences at the time *We* agree to insure *You* and finishes at 4.00pm on the date of expiry of the Policy. This period is shown on *Your* Certificate of Insurance.

Personal Effects

Personal Effects mean clothing, shoes, waterproof apparel, and manchester belonging to *You* or *Your Crew* and which are being used or stored on *Your Boat(s)* at the time of Loss.

Policy

Policy means *Your* insurance contract with *Us*. It includes this document, *Your* insurance application and *Your* Certificate of Insurance including any Endorsements issued by *Us*.

Premium

Premium means the Premium shown on the relevant Certificate of Insurance or any Endorsement certificate.

Regulatory Authority

Regulatory Authority means government departments, agencies or corporations charged with the development, regulation or supervision of laws.

Salvage

Salvage means either the action of saving *Your Boat* in a time of peril or what is left of *Your Boat* after it has suffered Damage.

Salvage Charges

Salvage Charges mean reasonable charges and expenses which are incurred in Salvage or in preventing or minimising Damage to *Your Boat(s)*.

Seaworthiness

Seaworthiness means a boat(s) that is/are well maintained, in good repair, is/ are adequately manned by competent Crew, properly equipped and provisioned, and in all respects in a condition to withstand the ordinary perils of the sea.

Sum Insured

Sum Insured means for an Agreed Value Policy the Sum Insured shown on *Your Certificate of Insurance* for any item(s). This is the maximum amount *We* will pay in relation to the relevant item(s).

For a Market Value Policy the maximum amount *We* will pay for any item(s) will be the lesser of either the Sum Insured shown on *Your Certificate of Insurance* or the Market Value of the lost or Damaged property.

Tender

Tender means an auxiliary Boat or dinghy used as a lifeboat or means of transportation between *Your Boat(s)* and shore. The Boat's Tender must be marked with the same registration number as *Your Boat(s)* shown on *Your current Certificate of Insurance* and not registered in its own right.

Tools

Tools mean those Tools used for the normal operation of *Your Boat(s)*.

Total Loss

Total Loss means the Loss of *Your* entire Boat or Damage to *Your Boat* which *We* consider to be uneconomical to repair.

Trailer

Trailer means a vehicle designed to be towed by a motor vehicle and used in transporting *Your Boat(s)* shown on *Your Certificate of Insurance*. It must be roadworthy, and in a condition that complies with registration requirements.

Trailerable Boat

Trailerable Boat means a boat less than 10m in length that is designed to be legally trailered on a Trailer.

Warranty(ies)

Warranty(ies) mean a condition which must be exactly complied with, whether material to the risk or not.

Water Ski Equipment

Water Ski Equipment mean commercially manufactured water ski or aquaplaning equipment owned by *You*.

We, Us, Our

We, Us or *Our* means Zurich Australian Insurance Limited (ZAIL) and includes NM Insurance when acting as an agent of ZAIL.

You, Your

You, Your means the person or persons named as the insured on *Your* Certificate of Insurance.

Cancelling Your Insurance

You can cancel the Policy at any time by calling *Us*. *We* will explain the cancellation process to *You*.



Nautilus Marine Insurance

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