

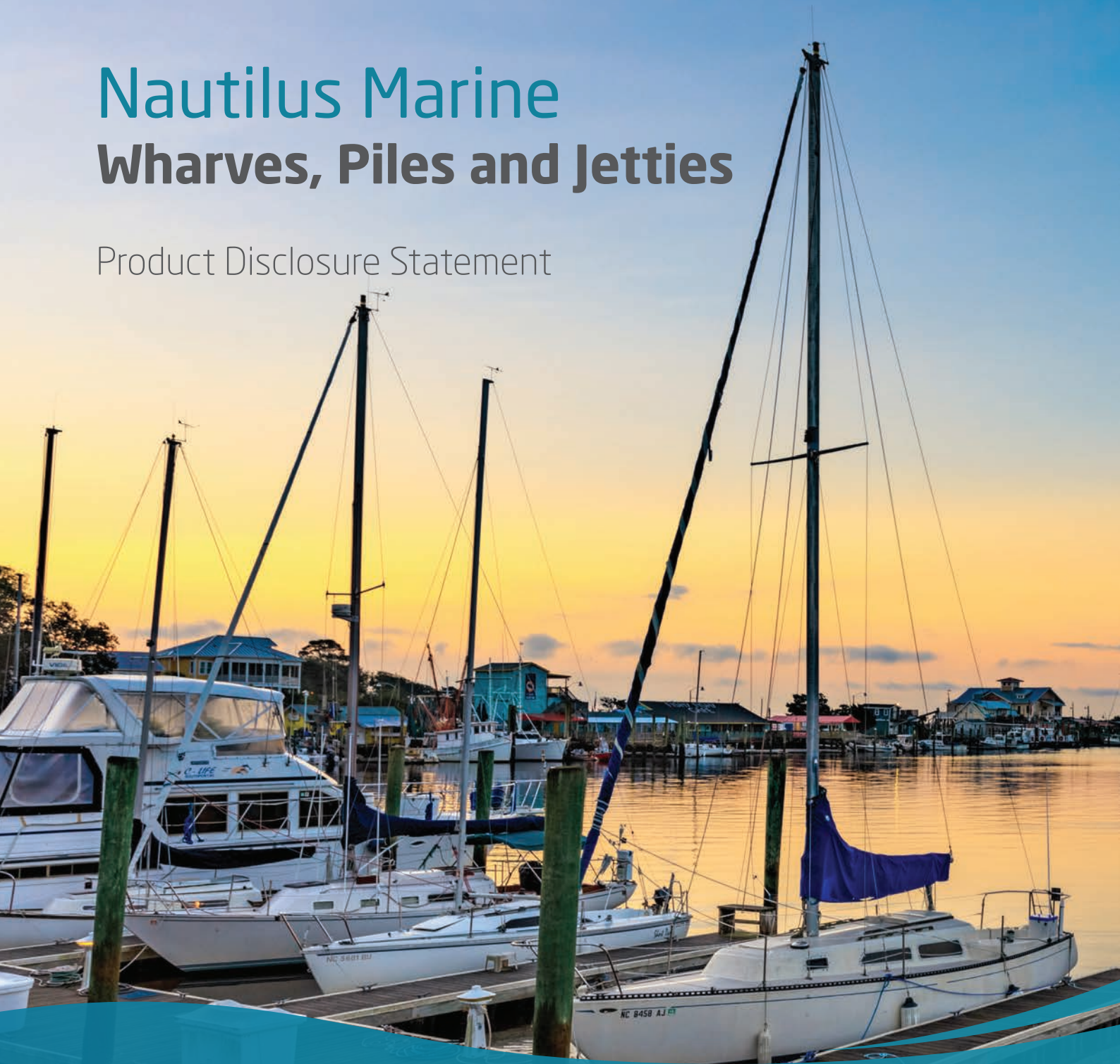


NAUTILUS MARINE

BOAT INSURANCE

# Nautilus Marine Wharves, Piles and Jetties

Product Disclosure Statement



[nautilusinsurance.com.au](http://nautilusinsurance.com.au)

Preparation Date: 30th July 2021 | Effective date: 5th October 2021

 Land  Load  Sea

 NM Insurance  
Powered

# Table of Contents

Introduction.....	3
How We Protect Your Privacy.....	7
How We Resolve Your Complaints.....	8
A Summary of Your Cover.....	9
Things You Should Do When Purchasing Insurance.....	11
Things You Must Do After Purchasing Insurance.....	12
Insuring Your Marina, Wharves and Jetty.....	13
Other Important Matters.....	14
Making a Claim.....	15
Liability - Additional Benefits.....	19
General exclusions.....	20
What do Our Words Mean?.....	21

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# Introduction

## ABOUT NAUTILUS MARINE INSURANCE

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](mailto:customerservice@nminsurance.com.au)

Facsimile: 02 8287 3799

## 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, and mid-sized and large companies, including multinational corporations.

## ABOUT THIS POLICY

Throughout this document words are sometimes capitalised to show that words are abbreviations or have a particular defined meaning. You should refer to the What Do Our Words Mean section of this document on page 20, and the relevant cover sections to obtain the full meaning of such terms.

'You', 'Your' or 'Yours' means the person(s) or parties shown as the Insured in the Certificate of Insurance, including all subsidiary companies, organisations and entities incorporated in Australia in which You have a controlling interest (exceeding 50%) engaged in the business described in the Certificate of Insurance and not for any other purpose or activity. 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.

## HOW TO APPLY FOR THIS INSURANCE

Throughout this document when referring to Your insurance broker or adviser, We may simply refer to them as Your intermediary.

If You are interested in buying this product or have any enquiries about it, You should contact Your intermediary who should be able to provide You with all the information and assistance You require.

If You are not satisfied with the information provided by Your intermediary You can contact Us at the address or telephone number shown on the back cover of this document. However, We are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for Your personal objectives, needs or financial situation.

## OUR CONTRACT WITH YOU

Your policy is a contract of insurance between You and Us and contains all the details of the cover that We provide.

Your policy is made up of:

- this PDS and the Policy Wording which tells Us what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the information Us provide to Us when applying for insurance cover;
- Your most current Policy Certificate of Insurance issued by Us. The Certificate of Insurance is a separate document unique to You, which shows the insurance details relevant to You. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the policy; and
- any other changes otherwise advised by Us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, only those cover sections shown as covered in Your Certificate of Insurance are insured.

This document is also the document for any offer of renewal We may make, unless We tell Us otherwise. Please keep Your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

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# YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (CONSUMER CONTRACTS ONLY)

If You buy this insurance wholly or predominantly for personal, domestic or household purposes, this is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

This means that under the Insurance Contracts Act 1984 (Cth) You have a duty to take reasonable care not to make a misrepresentation to Us. This duty applies when You enter into, renew, extend or vary this contract of insurance.

Before You enter into, renew, extend or vary this contract of insurance We will ask You questions that are relevant to Our decision to insure You and on what terms. When You answer the questions You must not give a false or misleading account of matters. Your response should tell Us everything that You know about the question. Your response is relevant to whether We offer You insurance and the terms that are offered.

It is important You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

## Consequences of failure to take reasonable care not to make a misrepresentation

If You do not take reasonable care not to make a misrepresentation to Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to take reasonable care not to make a misrepresentation to Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Circumstances relevant to Your duty

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If We know, or ought to know about Your particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether You have taken reasonable care not to make a misrepresentation to Us.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- (a) the type of consumer insurance contract in question, and its target market;
- (b) explanatory material or publicity produced or authorised by Us;
- (c) how clear, and how specific, the questions We asked were;
- (d) how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- (e) whether or not an agent/insurance broker was acting for You;
- (f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because You:

- (g) failed to answer a question; or
- (h) gave an obviously incomplete or irrelevant answer to a question.

## YOUR DUTY OF DISCLOSURE (NON-CONSUMER CONTRACTS)

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

## IF YOU DO NOT TELL US SOMETHING

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

## COOLING-OFF PERIOD

After You apply for cover and You have received the policy document, You have 21 days to check that the policy meets Your needs. Within this time You may cancel the policy and receive a full refund of any premiums paid, unless:

- You have made a claim or become entitled to make a claim under Your policy; or
- You have exercised any right or power You have in respect of Your policy or the policy has ended.

Your request will need to be forwarded to Us via Your intermediary or to the address shown on the back cover of this document.

You can cancel Your policy at any time after the cooling-off period.

## HOW TO MAKE A CLAIM

If You need to make a claim against this policy, please refer to 'Making a Claim' on pages 14-15. If You have any queries, please contact Your intermediary or Us as soon as possible.

## GOODS AND SERVICES TAX

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, or Agreed Value or 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.

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# 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](http://www.nminsurace.com.au) or by contacting NM Insurance at [customerservice@nminsurace.com.au](mailto: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 is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You (“Your details”) to assess applications, administer policies, contact You, enhance Our products and services and manage claims (“Purposes”). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our 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.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information 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.

Zurich’s Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

## 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 [www.insurancecouncil.com.au/cop](http://www.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](http://www.afca.org.au)

Email: [info@afca.org.au](mailto: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.



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## 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>

## HEADINGS

Headings have been included for ease of reference, but do not form part of the policy.

# A Summary of Your Cover

The following is a limited summary of Your Marina insurance only and not a full description of the cover provided. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the cover sections and the policy to properly understand the cover provided.

## COVER PROVIDED

Subject to the terms and conditions of the policy We provide cover for Your Marina for claims arising from the following events occurring during the Period of Insurance:

- Accidental Loss or Damage;
- Theft;
- Impact;
- Sinking;
- Fire;
- Storm;
- Malicious Damage.

We also provide cover for:

- Expenses to avoid or minimise Loss;
- Recovery or removal of wreck;
- Loss of usage income.

Liability

- Pollution Cover - Accidental discharge, release, or escape of fuels.
- Cost of cleaning up site.

## APPLYING FOR COVER

When You apply for this insurance, You will need to complete a proposal. We will use and rely on the information supplied by Us 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 the Certificate of Insurance.

The Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your Marina, the Excess(es) that will apply to You and whether any standard terms have been varied by way of endorsement.

Your policy with Us is made up of:

- This document;
- Your Certificate of Insurance; and
- Any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary product disclosure statements issued by Us, You need to keep these documents in a safe place.

## RENEWAL

Before expiry of the Period of Insurance We will send You a renewal notice which tells You whether We will renew Your insurance and if so on what terms. The renewal notice will tell You what is required.

## DETERMINING YOUR PREMIUM

When You buy Your insurance We will tell You the premium You must pay and note it in Your Certificate of Insurance.

To determine it We consider factors such as the Marina You want to insure, the limits and excesses that will apply and Your insurance history.

It also includes an administration fee and amount that take into consideration 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 that applies. The amount of premium We charge will not be less than this amount.

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# Things You Should Do When Purchasing Insurance

## GENERAL WARRANTIES

Where any of the conditions contained in this PDS Require Us to do something, Require Us not to do something, Require Us to comply with them, You will have given an undertaking constituting a warranty and You must ensure that You comply with them.

## WAIVER OF WARRANTIES

Any warranties waived will be noted in writing on Your Certificate of Insurance.

## UNDERSTAND THIS INSURANCE

NM Insurance is designed to protect Your Marina against some of the most common events such as impact, sinking, Fire and theft (see pages 16-17).

There are also exclusions which apply to certain events as well as general exclusions which apply to all cover under this insurance (see page 19).

Certain words have defined meanings You need to understand (see pages 20-21).

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

# Things You Must Do After Purchasing Insurance

Keep Your Marina in good condition and repair and always protect where possible against any Loss or Damage.

You must maintain Your Marina, including all service provisions in a good state of repair and condition. Any Loss or Damage caused by poor maintenance is not covered under the policy. You must also make reasonable efforts to protect Your Marina from any Loss or Damage. If You make a claim and knew about something that could cause Loss or Damage to Your property and You did not make reasonable efforts to avoid it before the Loss or Damage occurred, then Your claim may not be paid. If You do suffer Loss or Damage to Your Marina You must make reasonable efforts to prevent any further Loss or Damage.

## TELL US IF YOU MODIFY YOUR MARINA ASSET OR CHANGE ITS USE

You must tell Us if You modify Your Marina from the manufacturer's original specifications or if there is a significant change in the use of Your Marina.

If You do not provide Us with this information You may not be covered in the event of a claim or We may reduce a claim payment.

## ENSURE YOUR PREMIUMS ARE ALWAYS PAID

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

## MEETING YOUR OTHER OBLIGATIONS

You will need to meet other conditions of the policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the policy to the extent permitted by law.

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# Insuring Your Marina, Wharves and Jetty

## WHAT IS YOUR MARINA?

For the purpose of this policy Your Marina means the asset insured as an over water structure designed and built to facilitate berthing, storage and other watercraft facilities (including over water fuelling infrastructure) catering for various types of watercraft as proposed through Your application to NM Insurance. This includes service provisions, not limited to fresh water, power, and discharge or waste facilities. However it is limited to service provision over water only and not those on land or within buildings unless otherwise agreed.

## WHAT IS AN 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.

There is no Excess for claims involving death or bodily injury under the Legal Liability cover provided by the policy.

## OTHER PARTY'S INTEREST

We only cover Your interest in the insured property, 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 noted them on Your Certificate of Insurance.

## GOODS AND SERVICES TAX (GST)

If You are registered, or required to be registered, for GST and would have been entitled to an input tax credit if You were to incur the cost to which the claim relates, then We will reduce any amount We pay under a claim by an amount equal to the amount of Your input tax credit entitlement.

This provision applies to any amount We pay, including where We state elsewhere in the policy that an amount will include GST.

For the purpose of the policy, payment in relation to the agreed value will be taken to have been made in full even if the amount We pay has been reduced in accordance with this provision.

## OTHER INSURANCE

To the extent permitted under the Insurance Contracts Act 1984 (Cth), We will not pay (where We are legally entitled to do so) more than a rateable portion of any Loss, Damage or expense in situations where Your Marina is also covered under another insurance policy irrespective of whether that insurance policy was arranged by You or any other party.

## IF YOU HAVE BORROWED MONEY TO BUY YOUR MARINA

If a credit provider is noted on Your Certificate of Insurance as having an interest in Your Marina and, if You have a claim and We agree to settle on a cash basis, We have the option of making 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 account or finance contract.

## REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS

When We pay a claim for Your Marina, that is not a Total Loss, or repair an item, the relevant Sum Insured for Your Marina or item will be automatically reinstated to the same amount shown in the Certificate of Insurance unless We tell Us otherwise in writing.

## IF YOUR MARINA IS A TOTAL LOSS

Where You receive a Total Loss payout, Your Marina 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 on a Total Loss basis.

# Other Important Matters

## YOU MUST TAKE CARE

You must at all times take appropriate precautions:

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

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## PERIOD OF INSURANCE

Cover is only provided under the policy in relation to events causing Loss, Damage or liability which occur during the Period of Insurance.

## LICENSING AND MANNING OF YOUR MARINA

Your Marina must at all times be operated in compliance with and within the limits of any licence or government authority restrictions or conditions.

## USAGE OF YOUR MARINA

The policy provides cover for Your Marina based on the use declared by You.

# Making a Claim

## COST OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for Loss or Damage to Your Marina, 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.

If We determine that 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).

If We determine that 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 this document or on Your Certificate of Insurance less any applicable Excess.

## WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most.

NM Insurance has been appointed by Your insurer, Zurich to administer and settle claims on Zurich's behalf. NM Insurance's handling of Your claim will be in accordance with the requirements set out under the General Insurance Code of Practice (which we refer to above). You should contact Us to make a claim.

If an event occurs that is likely to result in a claim, the following checklist will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly. Not all items may be applicable to Your claim.

You should:

- Report the accident to the appropriate Marine or other authority;
- Do what You can to prevent any further Loss, Damage, cost or liability;
- Tell the police if the event involves theft, attempted theft, Malicious Damage or impact;
- Call Us on 1300 996 110 or Your insurance broker as soon as possible;
- Email: [claimsteam@nautilusinsurance.com.au](mailto:claimsteam@nautilusinsurance.com.au).

You must not, without Our consent:

- Admit guilt, fault or liability (except where required by law);
- 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);
- Dispose of any Damaged property.

We will also where reasonably required, ask You to:

- Provide Us with the proof that We require regarding lost or Damaged items;
- Help Us manage the claim, which may include Us inspecting Your Marina or asking You questions, or You providing written statements to Us under oath;
- Keep items that have been Damaged 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 any demand or claim against you (including telling Us of 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;
- Tell Us about any other insurance that may be relevant to the claim.

## WHAT HAPPENS AFTER YOU MAKE A CLAIM?

If Your Marina is covered under the policy, We will pay you the lesser to:

- Repair or replace Your Marina or item;
- Pay You the reasonable cost of repairing or replacing Your Marina or item; or
- Pay You the Sum Insured of Your Marina or item.

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

If We pay You the reasonable cost of repairing or replacing the Damaged areas of Your Marina, Our payment will be based on a replacement new for old basis without depreciation as near as possible to its appearance and condition immediately prior to the claimed Loss or Damage.



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## WHAT YOU ARE INSURED AGAINST – YOUR MARINA

Subject to the terms and conditions, exclusions and limitations of the policy Your NM Insurance covers You for sudden and unforeseen Loss or Damage to the Marina listed as insured on Your Certificate of Insurance and caused by any of the following insured events which occur during the Period of Insurance:

### Accidental Loss or Damage

We will cover You for Accidental Loss or Damage to Your Marina. This includes Damage caused by Fire, storm, impact, sinking, submersion and any other Event not specifically excluded by the policy.

### Theft

We will cover You for the theft of the Marina and/or its Equipment and Accessories.

### Malicious Damage

We will cover You for Malicious Damage to Your Marina.

### Repairer's Negligence

We will pay for Loss or Damage to Your Marina caused by the negligence of any repairer engaged by Us to repair Your Marina. This benefit does not extend to include cover for the repairer under the legal liability section of the policy.

### Government Authority

We will pay for Loss or Damage to Your Marina caused directly by any Government 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 to Your Marina which is covered by the policy. There is no cover under this benefit if the act of the Government Authority has resulted from a lack of due diligence by You to prevent or mitigate such hazard or threat.

### Expenses to avoid or minimise Loss

We will pay the reasonable cost to minimise Loss or Damage if Your Marina gets into difficulties or sustains Damage in an Accident. The cover for this benefit will be restricted to the cost incurred in removing Your Marina to safety (including emergency towing):

- You do not need Our authority to take such action if it is an emergency and Us are unable to obtain Our authority. You must advise Us as soon as possible 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 Marina.

### Recovery or Removal of Wreck

We will pay the reasonable cost for the removal or recovery of the remains of Your Marina if it is Damaged or sinks Accidentally and We agree to recover it or the law requires the wreck to be removed. These costs will be paid in addition to the Sum Insured shown on Your Certificate of Insurance for Your Marina.

### Shore Cover

Unless otherwise specified in the policy, all parts of the Marina are covered whilst they are ashore being repaired, overhauled or being refitted and during transit from and to the Marina for that purpose.

### Loss of Hire Income

We will pay for Your Loss of income arising out of the Loss or Damage that occurs during the current Period of Insurance to the marinas noted on the Certificate of Insurance. We will pay one third of Your normal daily income limited to a maximum of \$1000 per day for the period the Marina is temporarily unavailable for use in earning the anticipated income. We will pay no more than 7 consecutive days of Loss hire income in the aggregate during the Period of Insurance shown on the Certificate of Insurance. There is no cover for Loss of hire income during the first 30 days following Loss of or Damage to Your Marina.

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

- Is not caused by one of the events detailed under "What You are Insured against" section of the policy;
- Arises out of Loss or Damage that is excluded under either the "What You are Insured against" and/or the "General Exclusions" section of the policy.
- Follows a Total Loss of the Marina, or:
- Arises from inadequate repairs being affected to the Marina.

It is a requirement of this additional benefit that the insured keep and make available to Nautilus, a complete and accurate record of the daily income during the Period of Insurance to substantiate the Loss of income being claimed.

### Legal liability

Subject to the terms, conditions, exclusions and limitations of the policy, We will cover Your legal liability to pay compensation as a result of an Accident involving Your Marina which is caused by Your negligence and results in:

- Accidental death or bodily injury to a person other than You occurring during the Period of Insurance.
- Your insurance does not cover any liability arising out of the non marine related business activities You undertake in Your business and does not provide cover for any third party owned assets in Your care, custody or control.

### The amount We will pay

We will pay the cost of compensation and legal fees and expenses that You or any other person covered by the policy is liable for, provided that We consent to the costs of any legal fees and expenses You or they incur, in writing before they are incurred.

The maximum amount We will pay under this cover is the liability amount shown on the Certificate of Insurance in total for all claims that arise from any one Accident. This maximum Limit of Liability includes all legal fees and expenses.

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# Liability – Additional Benefits

## The accidental discharge, release or escape of fuel, lubricants or sewage

Subject to the terms, conditions, exclusions and limitations of the policy, We will cover You for property Damage caused by or arising from a sudden and unexpected and unintended discharge directly or indirectly arising from the release or escape of fuel, lubricants or sewage from Your Marina. The cover is restricted to Damage that occurs at a clearly identifiable time and place during the Period of Insurance. We will pay no more than \$500,000 inclusive of legal costs for any one Accident or series of accidents arising out of the same Event. This additional benefit does not cover Your legal liability that arises from:

- Your own wilful negligence or misconduct;
- The wilful negligence or misconduct of any person in charge of Your Marina.
- Fuel or lubricants not being used in connection with the operation of Your Marina at the time of Loss.

We will also cover You for any fines or penalties imposed on You for a breach of any federal, state or local environmental protection legislation, providing that the breach was not caused by wilful negligence or misconduct by You or any person in possession of Your Marina with Your permission to a maximum of \$50,000 in the Period of Insurance.

## Cost of cleaning up an accident site

This optional benefit will provide up to \$500,000 cover for the cost of cleaning up an Accident site following an insured Event provided that You are liable for the clean up and the discharge, spillage, leakage or emission was not caused by Your negligence or wilful misconduct.

## Exclusions to Your liability cover

We will not pay legal liability that arises:

- From bodily injury, illness or death:
  - To You or any person covered by the policy unless specifically covered elsewhere in this Policy;
  - To any person who is covered or should have been covered by any compulsory compensation insurance, including any compulsory third party insurance;
- From 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 Marina;
- From the transmission of any disease;
- From asbestos or any product containing asbestos;
- From 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

Like most insurance policies there are exclusions that apply to all covers.

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

- The failure to maintain Your Marina 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) or faulty design;
- The lawful seizure, confiscation, nationalisation or requisition of Your Marina or any other item covered by the policy
- The infrastructure for Your Marina not being:
  - Of a suitable design and weighting for the Marina;
  - Appropriately sited;
  - In good order and regularly maintained;
- A lack of reasonable care, protection and/or security of Your Marina or other insured property;
- The use of Your Marina or other insured property for any unlawful or illegal purpose;
- False or fraudulent representation by Us or any person who is acting with Your express or implied consent. We may refuse payment of the claim and/or cancel the policy under these circumstances;
- 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;
- 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 insured events listed in the policy; or
  - We have agreed In writing to extend cover in such a manner;
- The modification of Your Marina from the manufacturer's specifications unless Us 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;
- Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- Improving or altering Your Marina;
- Any consequential Loss or Loss of profit unless otherwise covered by the policy;
- 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.

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# What Do Our Words Mean?

## Accident/Accidental

Accident/Accidental means an Event that You did not expect or intend to happen.

## 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.

## Delamination

Delamination means the peeling or separation into thin layers of the materials used in the construction of the Marina.

## Electrolysis

Electrolysis means the chemical decomposition by electric action.

## Equipment and Accessories

Equipment and Accessories mean items manufactured and intended for use on Your Marina that are portable or not permanently attached to the hull.

## Event

Event means an occurrence, including continuous or repeated exposure to the same proximate cause.

## Excess

Excess means the amount You must contribute when a claim is accepted under the policy as shown on Your Certificate of Insurance or noted in this document.

## Fire

Fire means accidental Damage caused to the Marina from combustion of materials.

## Inherent Defect

Inherent Defect means the inbuilt property of the Marina itself which may cause or contribute to the Loss or Damage.

## Latent Defect

Latent Defect means a hidden flaw or defect in the construction of the Marina which is not readily discoverable by a competent person.

## Malicious Damage

Malicious Damage means intentional Damage to Your Marina by someone other than You and without Your consent.

## Marina

Marina means the over water structure (including supporting piles and other support infrastructure) designed and built to facilitate berthing, storage and other watercraft facilities (including over water fuelling infrastructure) catering for various types of watercraft as identified in Your application to Nautilus. This includes facilities for the provision of services, not limited to fresh water, power, and discharge or waste facilities. However it is limited to service provision over water only and not those on land or within buildings unless otherwise agreed. Also known as wharves, piles, jetties, floating breakwater and pontoons.

### 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. This period is shown on Your Certificate of Insurance. However this period may end earlier at the time the policy otherwise ends in accordance with its terms or the relevant law.

### Salvage

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

### Salvage Charges

Salvage Charges mean reasonable charges and expenses which are incurred in Salvage or in preventing or minimising Loss or Damage to Your Marina.

### Sum insured

Sum insured means the sum insured specified in the Certificate of Insurance for any item(s). This is the maximum amount we will pay in relation to the relevant item(s).

### Tools

Tools mean those tools used for the normal operation of the Marina.

### Total Loss

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

### We, Us, Our

We, Us, Our means NM Insurance Pty Ltd ABN 34 100 633 038, AFS Licence Number 227186 acting as agent of the insurance under a binder agreement.

### You, Your

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

If more than one person is named as the Insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all those people.

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# Notes

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**Nautilus Marine Insurance**

**ABN:** 34 100 633 038 **AFSL:** 227186

**P:** 02 8287 3790 **F:** 02 8287 3799

**A:** Level 7, 99 Walker Street, North Sydney NSW 2060

**[www.nautilusinsurance.com.au](http://www.nautilusinsurance.com.au)**



ITRN-017151-2021