



# MARINE INSURANCE

Combined Product Disclosure Statement and  
Policy Wording and Financial Services Guide



# CONTENTS

PRODUCT DISCLOSURE STATEMENT SECTION	1
INTRODUCTION	2
SUMMARY OF YOUR YAMAHA MARINE INSURANCE	3
COMPREHENSIVE COVER	4
APPLYING FOR COVER	6
YOUR DUTY OF DISCLOSURE	7
MAKING A CLAIM	7
GENERAL CODE OF PRACTICE	7
HOW WE RESOLVE YOUR COMPLAINTS	8
OTHER IMPORTANT INFORMATION	9
HOW WE PROTECT YOUR PRIVACY	10
POLICY WORDING	13
– COMPREHENSIVE COVER	
– ADDITIONAL BENEFITS	
– OPTIONAL BENEFITS	
– MOTOR ONLY	
– EXCLUSIONS TO YOUR LIABILITY	
GENERAL CONDITIONS	24
CLAIMS	26
DEFINITIONS	28



## IMPORTANT INFORMATION

In this document, the Insurer, International Insurance Company of Hannover SE – Australian Branch (ABN 58 129 395 544, AFS Licence number 458776) acting through their agent, Yamaha Motor Insurance Australia Pty. Ltd. ABN 48 603 882 980 AFSL 497198 (YMI) is referred to as “We”, “Us”, and “Our”.

This Combined Product Disclosure Statement (PDS) and the Financial Services Guide and Policy Wording issued by YMI was prepared on the 6 November 2017 and tells You about Yamaha Marine Insurance to help You decide if the cover is right for You and whether to use Our services.

This PDS also contains:

1. information about key benefits and significant features of this insurance;
2. important information about Your rights and obligations such as the duty of disclosure and cooling off period and complaint procedures; and
3. information about the remuneration received by YMI and other entities involved in the distribution of the Yamaha Marine Insurance.

Any advice provided in this document is general only and does not consider Your individual circumstances. You should carefully read it, and any other documentation We send You such as Your Certificate of Insurance to determine if the cover is appropriate for You. Keep them in a safe place for future reference.

## ABOUT THE INSURER

The Insurer of this Policy is International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFS License number 458776) (Inter Hannover) with its registered address at Level 21, Australia Square, 264 George Street, Sydney, NSW, 2000. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”). International Insurance Company of Hannover SE is registered in Germany, with its registered office at Roderbruchstrasse 26, 30655 Hannover, Germany with registration number HRB211924 and authorized by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

## ABOUT YAMAHA AND THEIR SERVICE

Yamaha Motor Insurance Australia Pty. Ltd. (Yamaha Motor Insurance) of 489-493 Victoria Street Wetherill Park NSW 2164 (“YMI”) has been given a binder authority by the Insurer which allows YMI to enter into the Policy, to administer it and to handle and settle claims made under it, subject to the terms of the binder authority. In doing so YMI acts for the Insurer and not You. YMI’s Australian Financial Services Licence authorises it to provide these services.

Any general advice provided by YMI in relation to this insurance is authorised and provided under its AFSL. This document may be provided to You by a Yamaha dealer, a Yamaha authorised distributor or Yamaha Motor Finance Australia Pty. Ltd. (Yamaha Motor Finance) ABN 29 101 928 670, or YMI.

Yamaha Motor Finance Australia, Yamaha Motor Insurance and its representatives, as well as Your Yamaha dealer have been authorised by YMI as its general insurance distributors to deal in this product. They are not authorised to provide any advice on this insurance. If You have any questions, please contact YMI.



# INTRODUCTION

This document 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.

This Yamaha Marine Insurance has been designed to protect You in the event of a Loss such as a collision, sinking, Fire, storm or theft. Plus, We also give You additional benefits, to help You get back out on the water sooner.

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

## COOLING OFF PERIOD

If You decide that Your insurance cover doesn't meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover).

## WHICH TERMS FORM PART OF YOUR COVER

So, that You understand exactly what Your Yamaha Marine Insurance covers and does not cover, make sure You read the PDS, cover sections as well as the limits and exclusions that apply and which are set out in the Policy.

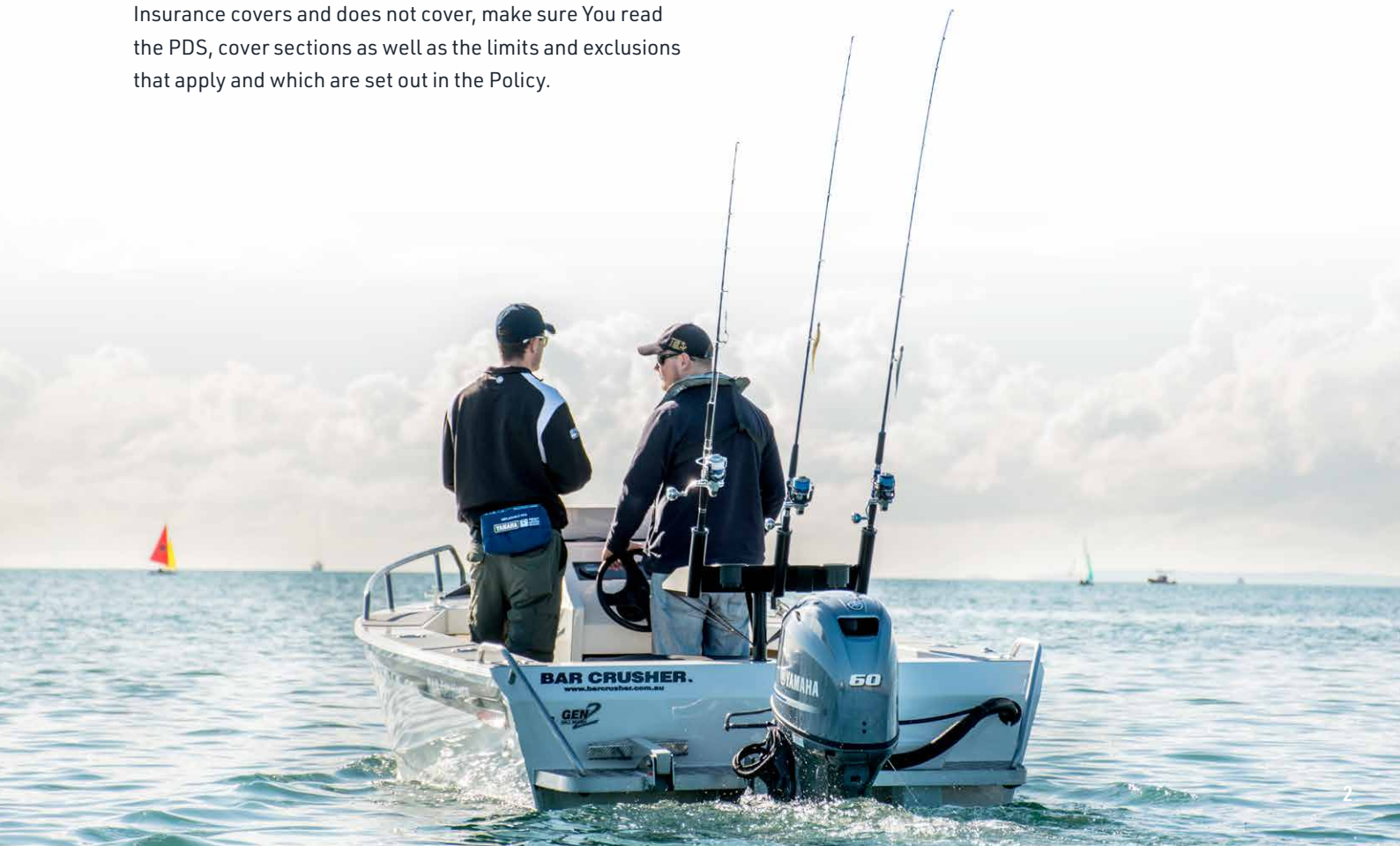
In each cover section of the Policy We set out what We cover in the left-hand column of a table. In the right-hand columns of the same table, under the heading (I) "Our Exclusions You are Not Covered for the Following" the exclusions and limitations respectively applying to each particular cover are set out in the same row as the cover. Any exclusion or limitation will therefore only apply to such cover if it corresponds or aligns with such cover.

Please also note that as We have combined the PDS with Your Policy Wording, the terms and conditions found in the PDS form part of Your coverage terms. In the event of any conflict between the terms and conditions found in the PDS and the Policy Wording terms and conditions, the terms and conditions of the Policy Wording will prevail.

## QUERIES AND CHANGES

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please:

- call Our customer service team on: 1300 794 330
- email [marinecustomerservice@ymia.com.au](mailto:marinecustomerservice@ymia.com.au)
- write to YMI at Locked Bag 79, Wetherill Park NSW 2164
- visit [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)
- for claims call: 1300 652 936



# A SUMMARY OF YOUR YAMAHA MARINE INSURANCE

You will only be entitled to the cover provided by this Yamaha Marine Insurance for which You have paid the applicable premium which is noted on Your Certificate of Insurance.

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 and limitations which apply to certain events, as well as general exclusions which apply to all cover under this insurance.

Certain words have defined meanings You need to understand, which are found in the Definitions section of the Policy.

Please also note that this is a limited summary only and not a full description of the 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 Wording in full to properly understand the cover provided. You are not automatically insured under each cover.

In addition to assist with Your decision to purchase this cover and to manage Your expectations in the event of a claim We believe it is important to highlight some 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.

## WORK OUT WHAT COVER SUITS YOU

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

## DEPENDING ON YOUR INSURANCE NEEDS YOU MAY ELECT TO TAKE OUT ONE OF THE FOLLOWING COVERS:

- **Comprehensive Cover** – This includes cover for Accidental Loss or Damage to Your Boat or Personal Watercraft, the Legal Liability arising from the use of Your Boat or Personal Watercraft and Personal Accident cover;
- **Motor Only Cover** – this covers Damage to Your Yamaha outboard motor only. It does not include any Legal Liability cover.

## YOUR BOAT OR PERSONAL WATERCRAFT IS COMPRISED OF THE:

- Hull;
- Motors (including fuel tanks);
- Trailer;
- Equipment and Accessories.

Your Boat or Personal Watercraft includes any replacement Boat or Personal Watercraft. Boat or Personal Watercraft modifications are excluded unless We have agreed to them. If We have agreed these modifications this will be shown on Your Certificate of Insurance under 'Personal Watercraft Modifications'. It does not include contents but limited cover is provided for Personal Effects, under the Additional Benefits section of the Policy.





# COMPREHENSIVE COVER

## INSURING YOUR BOAT OR PERSONAL WATERCRAFT

You are responsible for deciding the amount of Your Sum Insured. If You are having difficulties working out the values, please seek the advice or a valuation from a professional Boat or Personal Watercraft dealer.

### YOUR BOAT OR PERSONAL WATERCRAFT CAN BE INSURED ON THE FOLLOWING BASIS:

#### Agreed Value: Yamaha powered Boats or Yamaha Wave runner Personal Watercraft up to three (3) years of age

When You have purchased Your new Yamaha powered Boat or new "Yamaha waverunner" Personal Watercraft through a professional Yamaha dealership primarily involved in the sale of Personal Watercraft or Boats, We agree to insure Your Yamaha powered Boat or "Yamaha waverunner" Personal Watercraft for the purchase price paid for three (3) calendar years from the date You purchased Your Yamaha powered Boat or "Yamaha waverunner" Personal Watercraft. The purchase price and date of purchase must be advised to Us at the time of entering into the Policy.

At the end of three (3) calendar years from the date You purchased Your Yamaha powered Boat or "Yamaha waverunner" Personal Watercraft the Policy will automatically convert to operate on a Market Value basis. You can contact Us and request that cover be amended to an Agreed Value in which case You must provide Us with details of Your requested Sum Insured. If We cannot agree on the Sum Insured value with You, the Policy will be issued on a Market Value basis.

#### Agreed Value: Boat or Personal Watercraft over two (2) years of age

If Your Boat or Personal Watercraft is older than two (2) years of age, We will agree to insure Your Boat or Personal Watercraft:

- where You have owned Your Boat or Personal Watercraft for less than two (2) years, for the purchase price paid by You for two (2) calendar years from the date You purchased Your Boat or Personal Watercraft. The purchase price and date of purchase must be advised at the time of entering into the Policy; or
- where You have owned Your Boat or Personal Watercraft for more than two (2) years, for a Sum Insured value that We agree will apply to Your Personal Watercraft.

If We cannot agree on the Sum Insured value with You, the Policy will be issued on a Market Value basis.

At the end of two (2) calendar years from the date You purchased Your Boat or Personal Watercraft or the time We agreed to a Sum Insured value, the Policy will automatically convert to operate on a Market Value basis. You can contact Us and request that cover be amended to an Agreed Value in which case You must provide Us with details of Your requested Sum Insured. If We cannot agree on the Sum Insured value with You, the Policy will be issued on a Market Value basis.



### Market Value

If We cannot agree on a specified Agreed Value Sum Insured with You, We will insure Your Boat or Personal Watercraft on a Market Value basis. We will then pay up to the Market Value (i.e. the cost to replace Your Boat or Personal Watercraft with a similar item of the same age and condition) of the Boat or Personal Watercraft 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.

### Motor Only Cover

This covers damage to Your Yamaha outboard motor only. It does not include any Legal Liability cover.

### Additional Benefits

If You have selected Comprehensive Cover You are also automatically entitled to various Additional Benefits such as cover for:

- Personal Effects;
- Water Sports Equipment;
- Emergency Assistance for Your Boat or Personal Watercraft;
- Salvage Charges;
- Personal Accident cover;
- Lost Keys;
- Tyre and Rim Cover.

**You may also be able to extend Your Comprehensive Boat or Personal Watercraft Cover to include the following Optional Benefits (an additional premium may apply):**

- Lay-up cover;
- Personal Watercraft Racing cover;

## LEGAL LIABILITY COVER

For Legal Liability Cover, We cover You for Your Legal Liability for injury to other people or Damage to their property when using Your Boat or Personal Watercraft or in certain circumstances a substitute Personal Watercraft.

Legal Liability cover includes cover for Accidental discharge, release or escape of fuel or lubricant clean-up costs, and Legal Liability cover for Waterskiing and/or Aquaplaning activities when using Your Boat.





## 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 You to decide the terms of cover We will provide.

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

- this PDS and Policy Wording;
- Your Certificate of Insurance; and
- any other document We tell You forms part of the terms and conditions of Your cover, 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.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

## 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 Your premium, We consider factors such as the cover You want, the Boat or Personal Watercraft You want to insure, the limits and Excess(es) that will apply and Your insurance history and whether You are paying by instalments or not.

It also includes an administration fee and amounts that consider Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

We will reward You with a no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent marine insurance related claim. We tell You what Your discount is when You apply for the Policy. Your premium is calculated on current rates and We then apply any no claim bonus premium discounts You may be entitled to. You will be entitled to Our maximum no claim bonus premium discount if You have not experienced any marine insurance related claims in the past five (5) years.

Our no claim bonus discount works as follows:

- 30% discount if You have had no claims in the past five (5) years;
- 20% discount if You have had 1 claim or less in the past two (2) years;
- 10% discount if You have had two (2) claims or less in the past three (3) years; or
- 0% discount in all other cases.

The level of discount will be adjusted upon renewal depending on whether any claims are lodged during the previous Period of Insurance and this may either:

- increase Your discount if You have not made a claim (up to the next level or Our maximum level, whichever applies); or
- decrease Your discount (if You have made a claim); or
- remain the same.

If You hold the Policy with Us for three (3) consecutive years and make no claims, We guarantee to apply Our maximum no claim bonus discount for this Period of Insurance.

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

If Your premium is payable in instalments, this may increase the amount of premium that You must pay. If the premium is payable in instalments, You must continue to pay the instalments to maintain cover. If You pay by seven (7) or more instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least fourteen (14) days, We may refuse to pay any claim that arises after the unpaid instalment was due.

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.

We may deduct from any claim amount benefit payment, any unpaid premium or instalment of premium.



## YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

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

### **If You do not tell Us something**

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

## MAKING A CLAIM

### **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.

The Policy provides further details as to how to make a claim.

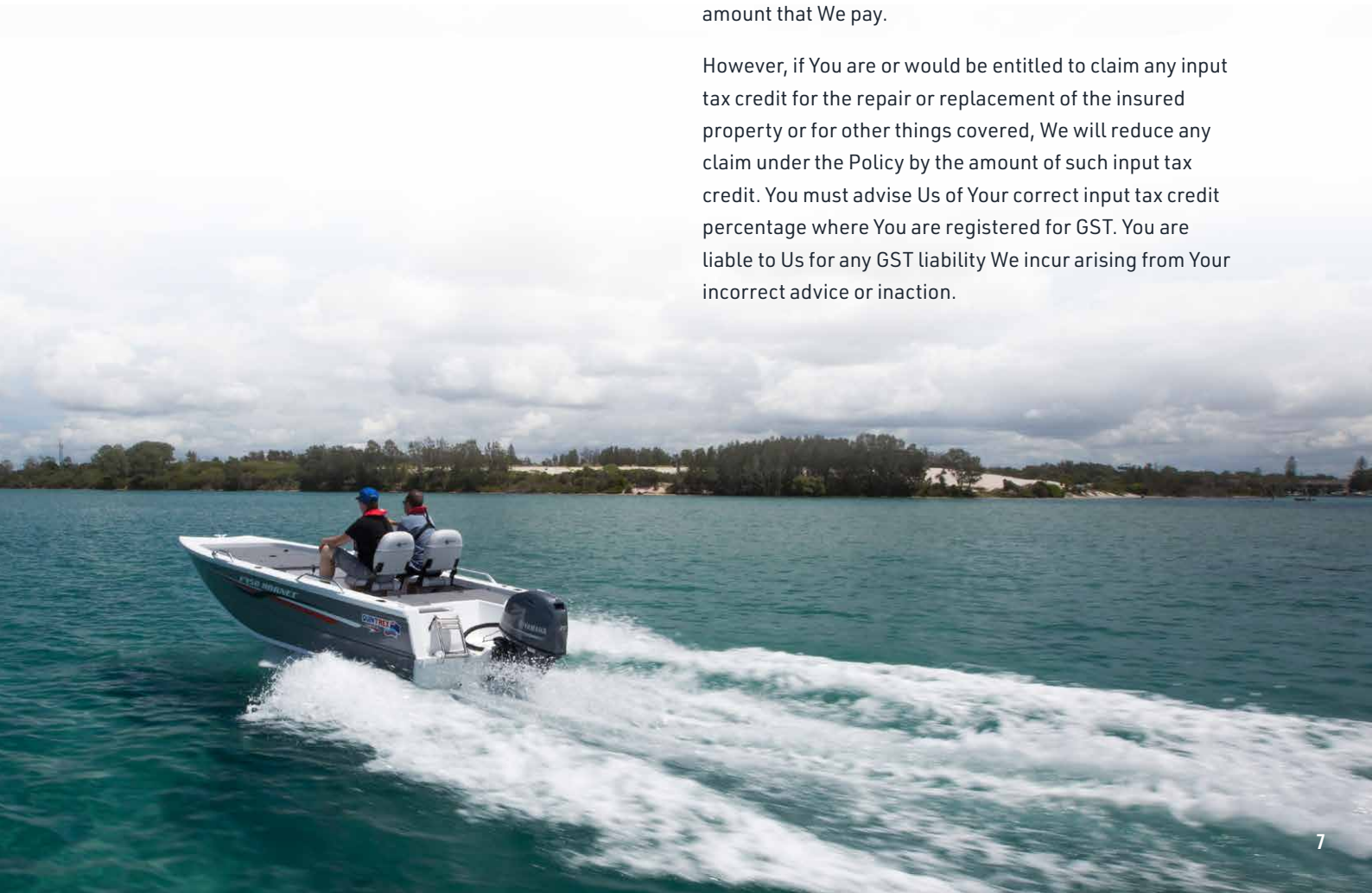
### **THE FINANCIAL CLAIMS SCHEME**

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to this Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>

### **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 maximum amount that We pay.

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 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 incorrect advice or inaction.



## HOW WE RESOLVE YOUR COMPLAINTS

We welcome every opportunity to resolve any concerns You may have with Our products or service. Any enquiry or complaint relating to this insurance or YMI should first be referred to:

### **YMI Pty Ltd**

489-493 Victoria Street, Wetherill Park, NSW 2164

Telephone: 1300 794 454

Email: [marinecustomerservice@ymia.com.au](mailto:marinecustomerservice@ymia.com.au) in the first instance. If You are not satisfied with Our response to Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee ("Committee") by using the following contact details:

### **Internal Dispute Resolution Committee**

International Insurance Company of Hannover SE-

Australian Branch.

The ReCentre, Level 21

264 George Street

Sydney, NSW, 2000

We undertake to resolve Your complaint within fifteen (15) working days. If We are unable to provide a written response setting out the final decision, We will keep You informed of progress at least every ten (10) days.

If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within forty five (45) calendar days, You may be able to take Your matter to an independent dispute resolution body, the Financial Ombudsman Service (FOS). FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of FOS but the determination is not binding on You.

Contact details are:-

### **Financial Ombudsman Service**

GPO Box 3,

Melbourne, VIC 3001

Tel: 1300 78 08 08 (local call fee applies)

Email: [info@fos.org.au](mailto:info@fos.org.au)

Internet: <http://www.fos.org.au>

You should note that use of the FOS scheme does not preclude You from subsequently exercising any legal rights, which You may have if You are still unhappy with the outcome.

Before doing so however, We strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within the Financial Ombudsman Service's terms of reference, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to You.





## OTHER IMPORTANT INFORMATION

### UPDATING THIS PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law.

We will issue You with a new PDS or Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).

### DISTRIBUTION OF THIS INSURANCE BY PERSONAL WATERCRAFT DEALERS

Pursuant to the ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682 certain persons, including selected Personal Watercraft dealers, finance companies, and occasionally other persons have been authorised by YMI under their own AFSL as its general insurance distributors to deal in this insurance on YMI's behalf.

These persons are not authorised to provide any advice on this insurance and have no binding authority to enter into any Policy or settle any claim or otherwise act on behalf of the Insurer. If You have any questions please contact YMI.

Any person who provides financial services to You as YMI's general insurance distributor will tell You that they are acting in that capacity. The Corporations Act 2001 (Cth) requires licensees such as YMI to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies. YMI has compensation arrangements in place that meets these requirements.

### DISTRIBUTORS' REMUNERATION

These distributors receive a commission whenever You enter into a Policy arranged by them (including renewals and some variations which increase the premium payable). The commission excludes GST and is a percentage of the Insurer's base premium (i.e. premium excluding the amounts included by the Insurer's in relation to applicable stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium. In addition, the distributors must also provide You with details of the complaints resolution process outlined in the PDS.

### HOW YMI REMUNERATED FOR THE SERVICES PROVIDED

YMI also receives a commission whenever You enter into a Policy arranged by them or their Personal Watercraft dealer distributors (including renewals and some variations which increase the premium payable). We may also advance YMI other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance YMI may be paid a profit share amount in relation to all Yamaha Marine Insurance Policies entered into in each annual period. The amount YMI can receive is a percentage of the net profit amount (if any) which is determined by Us and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the Policies (e.g. taxes and charges on the Policy, reinsurance costs, claims payments, commission paid and administrative costs) over a twelve (12) month period.

If there is no net profit in the annual period, YMI receives no profit share. Any profit share amount is paid three (3) months after the annual period ends.

YMI will also charge You an administration fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the premium and is shown on Your Certificate of Insurance. The total commission payable by Us to YMI is limited to 32% of the premium payable by You ("the amount"). YMI retains 12% of the amount and pays on Our behalf a commission not exceeding 20% of the amount to the Dealers and Referrers detailed above.

### REMUNERATION PAYABLE TO REFERRERS

YMI will in some cases pay a pre-agreed fee and/or a commission which is a percentage of the premium, to persons who refer You to it if You buy the insurance. The amount paid will depend on the person who refers You and their level of involvement in the transaction.

### FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits YMI, its distributors or referrers receive, please ask for it within a reasonable period after You receive this document and before this insurance is issued to You.



## HOW WE PROTECT YOUR PRIVACY

Inter Hannover and YMI 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 Inter Hannover and YMI.

Further information about Our Privacy Policies is available:

- for Inter Hannover at [www.inter-hannover.com/218887/interhannover-in-australia](http://www.inter-hannover.com/218887/interhannover-in-australia) or by contacting Inter Hannover on (02) 9274 3000
- for YMI at [Yamaha-motor.com.au](http://Yamaha-motor.com.au) or by contacting YMI at [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au) or on 1300 794 454

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.

## WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information (including sensitive information) so We can:

- underwrite and administer Your insurance cover;
- advise You about and determine what other service or products We can
  - i) provide to You, or;
  - ii) that may interest You.
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing Policies, issuing You with a Policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Us declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We

have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

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

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from someone else.

This may include:

- our authorised representatives;
- other insurers;
- our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of Inter Hannover, personal information provided to them by YMI.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

If it is sensitive information We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information.

## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

While underwriting, and administering Your Policy as well as providing services to You, we may disclose

Your information to entities to which We are related, insurers, reinsurers, contractors Our representatives or third party providers providing services related to Us or who are administering Your policy;

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;

- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, Loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

We also may need to disclose information to persons located overseas. These countries are listed in Our Privacy Policies and may change from time to time and as may be notified in Our Privacy Policies. You can contact YMI or Inter Hannover for details or refer to the Inter Hannover Privacy Policy or the YMI Privacy Policy available at Our respective websites: [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au) or [inter-hannover.com/218887/interhannover-in-australia](http://inter-hannover.com/218887/interhannover-in-australia)



## MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

Our Privacy Policies contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to Us.

In some circumstances permitted under the Privacy Act 1988, We may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the Inter Hannover or YMI Privacy Policies.

## COMPLAINTS

Our Privacy Policies also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

## CONSENT

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## CONTACT US AND OPTING OUT

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

### YMI:

By phone: 1300 794 454

By email: [marinecustomerservice@ymia.com.au](mailto:marinecustomerservice@ymia.com.au)

In writing: Locked Bag 79, Wetherill Park NSW 2164

### INTER HANNOVER:

By phone: (02) 9274 3000

By email: [contact@inter-hannover.com](mailto:contact@inter-hannover.com)

In writing: Privacy Manager, International Insurance Company of Hannover SE- Australian Branch, Level 21, Australia Square 264 George Street Sydney, NSW 2000

## CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your Australian mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves Our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if Your adviser does not already have the required Policy confirmation details.





# POLICY WORDING

## COMPREHENSIVE COVER

This cover will only apply if You have selected it, paid the applicable premium and it is shown as covered on Your Certificate of Insurance.

Subject to the terms, conditions, limitations and exclusions of Your Policy and any other documentation provided to You, We will cover You for Loss or Damage to Your Boat or Personal Watercraft caused by any of the insured events specified in the left-hand column of the table below and which event occurs during the Period of Insurance.

The operative exclusions and any applicable limits in relation only to such specific insured events are found in the right-hand column directly adjacent to such specific insured events.

Please however note that any other exclusions, conditions and limits that are of a more general nature and detailed elsewhere in the Policy and other documentation provided to You will also be applicable to such specific insured event.

<b>INSURED EVENT – YOU ARE COVERED FOR:</b>	<b>OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:</b> (See also General Exclusions)	<b>COVER LIMIT PER CLAIM</b>
<p><b>ACCIDENTAL LOSS OR DAMAGE</b> We will cover You for Accidental Loss or Damage to Your Boat or Personal Watercraft while it is being used by You or someone You have entrusted it to. This includes Damage caused by Fire, storm, Impact With a Solid Object, sinking and any other event not specifically excluded by the Policy.</p>	<ul style="list-style-type: none"> <li>Loss or Damage specifically excluded under the other insured events listed in this table.</li> </ul>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>THEFT</b> We will cover You for the theft of Your Boat or Personal Watercraft and / or Water Sports Equipment.</p>	<ul style="list-style-type: none"> <li>Theft by someone who is using Your Boat or Personal Watercraft with Your consent.</li> </ul>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>MALICIOUS DAMAGE</b> We will cover You for Malicious Damage to Your Boat or Personal Watercraft.</p>	<ul style="list-style-type: none"> <li>Malicious Loss or Damage caused by You or a person acting with Your express or implied consent.</li> </ul>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>TRANSIT DAMAGE</b> We will cover You for Loss or Damage sustained in an Accident which occurs while Your Boat or Personal Watercraft is being transported on its own Trailer by road, rail or ship.</p>	<p>Loss or Damage if:</p> <ul style="list-style-type: none"> <li>Your Boat or Personal Watercraft is not designed to be normally transported on a Boat or Personal Watercraft Trailer;</li> <li>You have not complied with statutory requirements.</li> </ul>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>WATER INFLOW</b> We will cover You for Loss or Damage sustained to Personal Watercraft by the entry of water into the Motor.</p>		

## ADDITIONAL BENEFITS FOR COMPREHENSIVE COVER

Subject to the terms, conditions limitations and exclusion of Your Policy and any other documentation provided to You, the Policy is extended to include the following Additional Benefits when Your Boat or Personal Watercraft is lost or Damaged as a result of one of the insured events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply to each Additional Benefit in the event of such Loss of Damage including any sub limits that may apply. The

exclusions operative and any applicable limits in relation only to such benefits are found in the right-hand column directly adjacent to such specific additional benefit.

Please however note that any other exclusions, conditions and limits which are of a more general nature and detailed elsewhere in the Policy and other documentation provided to You will also be applicable to such specific Additional Benefit.

ADDITIONAL BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:	COVER LIMIT PER CLAIM
<p><b>3 YEARS REPLACEMENT</b></p> <p>If Your Yamaha powered Boat or “Yamaha Wave runner” Personal Watercraft is declared a Total Loss within three (3) years of its original registration, We will at Our option replace Your Yamaha powered Boat or “Yamaha Wave runner” Personal Watercraft with one of the same make, model or series. If a replacement Yamaha powered Boat or Yamaha Wave runner Personal Watercraft is not currently available We will pay You either the Market Value or Agreed Value, whichever is shown on Your Current Certificate of Insurance and whichever is the lesser.</p> <p>Subject to the applicable exclusion, We will also pay Out of Pocket Expenses up to the limits noted in the Additional Benefits section of this Policy below.</p> <p>The cover provided will end as soon as one of the following occurs:</p> <ul style="list-style-type: none"> <li>• The Policy is cancelled;</li> <li>• Three (3) years from the original registration of Your Boat or Personal Watercraft;</li> <li>• Your Boat or Personal Watercraft having been sold.</li> </ul>	<p>(See also General Exclusions)</p>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>TYRE AND RIM</b></p> <p>We will cover You for Loss or Damage to Your Boat or Personal Watercraft’s Trailer tyre/s and or rim/s due to Impact which causes the tyre to puncture, burst, blow out or causes Damage to the rim so the tyre cannot be inflated. No Excess is applicable to a claim made under this Additional Benefit.</p>	<ul style="list-style-type: none"> <li>• Failure of the tyre/s or rim/s due to wear and tear or gradual deterioration.</li> </ul>	<p>\$1,500 in total.</p>

ADDITIONAL BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING: (See also General Exclusions)	COVER LIMIT PER CLAIM
<p><b>PERSONAL EFFECTS</b></p> <p>We will cover theft, Loss or Damage to Personal Effects owned by You and Your passengers, which are being used or stored on Your Boat or Personal Watercraft at the time of Loss or Damage. Proof of ownership will be required to substantiate any claim payable under this benefit. Unless otherwise agreed in the Policy, a \$200 Excess applies to all claims made under this Additional Benefit.</p>	<ul style="list-style-type: none"> <li>• Loss or Damage to Personal Effects other than as defined.</li> <li>• Loss or Damage to Personal Effects unless they were on You or Your passengers or were used or stored on or in Your Boat or Personal Watercraft at the time of Loss.</li> <li>• Theft of Personal Effects unless there is physical evidence of violent and forcible entry into Your place of storage.</li> </ul>	<p>\$1,500 per item, and \$10,000 in aggregate.</p>
<p><b>WATER SPORTS EQUIPMENT</b></p> <p>We will cover theft, Loss or Damage to Water Sports Equipment owned by You, which is being used or stored on Your Boat or Personal Watercraft at the time of Loss or Damage. Proof of ownership will be required to substantiate any claim payable under this benefit. Unless otherwise agreed in the Policy, a \$200 Excess applies to all claims made under this Additional Benefit.</p>	<ul style="list-style-type: none"> <li>• Theft of Water Sport Equipment unless there is physical evidence of violent and forcible entry into the place of storage on Your Boat or Personal Watercraft.</li> <li>• Loss or Damage to Water Sport Equipment unless the items were on or being used with Your Boat or Personal Watercraft at the time of Loss.</li> <li>• Theft of Water Sport Equipment unless there is physical evidence of violent and forcible entry into Your place of storage.</li> </ul>	<p>\$1,500 per item, \$10,000 in aggregate.</p>
<p><b>EMERGENCY ASSISTANCE</b></p> <p>We will pay the cost of towing Your Boat or Personal Watercraft in an emergency to Your home or the nearest place where repairs can be made.</p> <p>No Excess is applicable to a claim made under this Additional Benefit.</p>		<p>\$5,000 in total.</p>
<p><b>LOST KEYS</b></p> <p>We will cover You for the Loss or theft of the keys of Boat or Your Personal Watercraft including the costs associated with recoding the new keys. No Excess is applicable to a claim made under this Additional Benefit.</p>		<p>\$1,500 in total.</p>



ADDITIONAL BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:	COVER LIMIT PER CLAIM
<p><b>OUT OF POCKET EXPENSES</b></p> <p>We will cover You for the following in connection with replacing Your Boat or Personal Watercraft as a result of a Total Loss:</p> <ul style="list-style-type: none"> <li>• Dealer delivery fees;</li> <li>• Registration costs;</li> <li>• Stamp duty (if applicable).</li> </ul>	<p>(See also General Exclusions)</p> <ul style="list-style-type: none"> <li>• Out of Pocket Expenses unless We replace Your Yamaha powered Boat or Personal Watercraft within three (3) years of its original date of registration.</li> </ul>	\$1,500 in total.
<p><b>REPATRIATION COSTS</b></p> <p>We will pay the reasonable travel costs for You and/or Your immediate family members to return to Your home city after an event occurs which results in a claim payable under this Policy. The cover provided by this benefit will only be paid if the Loss or Damage sustained by Your Boat or Personal Watercraft necessitates Your immediate return home. No Excess is applicable to a claim made under this Additional Benefit.</p>		\$2,000 in total.
<p><b>TOURNAMENT COVERAGE AND FEE REIMBURSEMENT</b></p> <p>We will cover You for the Loss of entry fees paid by You should an insured event under this Policy cause You to miss or withdraw from a fishing tournament. The cover provided by this benefit will only be paid if the Loss or Damage sustained by Your Boat necessitates Your withdrawal. No Excess is applicable to a claim made under this Additional Benefit.</p>		\$2,000 in total.



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## ADDITIONAL BENEFITS

### PERSONAL ACCIDENT

#### You are covered in the event of

- death; or
- an injury causing permanent and total Loss of:
  - i) sight of an eye;
  - ii) the use of a limb;
  - iii) the thumb or any finger;

caused directly and solely by a violent, visible and external Accident which occurs while You are using Your Boat or Personal Watercraft for private pleasure purposes or voluntary rescue work.

#### We will pay up to:

- the Personal Accident Sum Insured of \$50,000 or the amount shown on Your Certificate of Insurance for claims involving death, permanent and total Loss of use of a limb or the total Loss of sight of an eye;
- up to 20% of the Personal Accident Sum Insured of \$50,000 or the amount shown on Your Certificate of Insurance for claims involving permanent and total Loss of the thumb or any finger.

#### We will also pay:

Your reasonable costs up to \$5,000 for certain emergency expenses You incur as a result of the Accident providing that the costs are not covered by Medicare, worker's compensation or another government or private scheme or arrangement. You must produce receipts for all costs incurred.

Your funeral expenses to a maximum benefit of \$5,000 where Your death arises directly and solely by an Accident which occurred whilst using Your Boat or Personal Watercraft.

## OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:

(See also General Exclusions)

The cover under this additional benefit only applies to individual(s) that are listed as an insured on Your Certificate of Insurance.

If more than one individual is listed as an insured on Your Certificate of Insurance the amount payable to the individual claiming under this Additional Benefit will be limited to the amount payable, divided by the number of individuals shown on Your Certificate of Insurance as insureds.

Our payment is subject to the individual claiming under this Additional Benefit obtaining medical attention for the Accidental injury from a registered medical practitioner and undergoing any medical examination requested by Us.

The cover under this Additional Benefit does not apply whilst racing.

We will not pay for any claims where providing such payment would result in Us contravening the Health

Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation, including Workers Compensation Legislation.

We will not pay for any claims where:

- the injury or death is self-inflicted, including suicide or attempted suicide whilst sane or insane; or
- the death, permanent injury, total Loss of the use of a limb, thumb or any finger, or Loss of sight of an eye occurs after twelve (12) months of the date of the Accident.

The Policy is extended to include the following Additional Benefits when Your Boat or Personal Watercraft is lost or Damaged as a result of one of the insured events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply to each Additional Benefit in the event of such Loss of Damage including any sub limits that may apply. The

exclusions operative and any applicable limits in relation only to such benefits are found in the right-hand column directly adjacent to such specific additional benefit.

Subject to all applicable limitations, terms and exclusions of the Policy, We agree to provide the following covers:

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## ADDITIONAL BENEFITS

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### **VOLUNTARY RESCUE WORK**

We extend cover under this Policy for Loss or Damage caused by the insured events detailed under the INSURED EVENT – YOU ARE COVERED FOR section where You use Your Boat or Personal Watercraft for voluntary rescue work.

### **CONSIGNMENT**

We extend cover under this Policy for Loss or Damage caused by the insured events detailed under the INSURED EVENT – YOU ARE COVERED FOR section while Your Boat or Personal Watercraft is on consignment for sale at a commercial marine dealership.

Lay-up cover is not available while Your Boat or Personal Watercraft is on consignment.

### **NEW FOR OLD – YAMAHA OUTBOARD MOTOR/S**

If Your Yamaha outboard Motor(s) is/are Damaged as a result of an insured event detailed under the INSURED EVENT – YOU ARE COVERED FOR and We accept Your claim We will pay for Damage to mechanical and electrical components of the Motor, up to its Agreed Value or Market Value (whichever is applicable), on a new for old basis.

### **SALVAGE**

If Your Boat or Personal Watercraft is Damaged or sinks Accidentally and We agree to recover it or the law requires that it must be removed, We will pay the reasonable costs of the Salvage Charges incurred for the removal/ recovery of the wreck. This cost will be paid in addition to the Sum Insured for Your Boat or Personal Watercraft noted on Your Certificate of Insurance.

### **REPLACEMENT BOAT OR PERSONAL WATERCRAFT**

Cover is provided if You purchase another Boat or Personal Watercraft to replace Your Boat or Personal Watercraft described on Your Certificate of Insurance, and You have:

- notified Us within twenty one (21) days of its purchase; and
- We have agreed to cover it under the Policy; and
- You have agreed to pay Us the premium We require for it.





## OPTIONAL BENEFITS FOR COMPREHENSIVE COVER

Subject to the terms, conditions limitations and exclusion of Your Policy and any other documentation provided to You, the following Optional Benefits can be added to Your Comprehensive Cover. An additional premium may apply. If selected any benefits, We agree to provide cover for will be shown on Your Certificate of Insurance. The cover limits detail the maximum amounts that apply to each Optional Benefit in the event of such Loss of Damage including any sub limits that may apply. The Optional Benefit exclusions

operative and any applicable limits in relation only to such benefits are found in the right-hand column directly adjacent to such specific Optional Benefit.

Please however note that any other exclusions, conditions and limits which are of a more general nature and detailed elsewhere in the Policy and other documentation provided to You will also be applicable to such specific Optional Benefit.

<b>OPTIONAL BENEFITS – YOU CAN ADD TO YOUR COVER:</b>	<b>OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:</b>	<b>COVER LIMIT PER CLAIM</b>
(only applicable if We have agreed to provide the cover and if specified as covered in the Certificate of Insurance)	(See also General Exclusions)	
<p><b>LAY UP COVER</b></p> <p>If You take this option, the cover for Your Boat or Personal Watercraft is restricted to Accidental Loss or Damage caused by the insured events detailed under the INSURED EVENT – YOU ARE COVERED FOR occurring while Your Boat or Personal Watercraft is within the gates, walls or fence of Your home address (or at any location You have advised Us of and We have agreed to cover in writing) as shown on Your Certificate of Insurance. This restriction in cover gives You a monthly discounted premium and only applies during the period shown on Your Certificate of Insurance.</p> <p>Lay-up cover is not available while Your Boat or Personal Watercraft is on consignment.</p>	<p>Loss or Damage while in transit unless Your Boat or Personal Watercraft is being taken to or from a marine dealership for servicing and maintenance.</p> <p>Loss of Damage while Your Boat or Personal Watercraft is on consignment.</p>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>
<p><b>PERSONAL WATERCRAFT RACING</b></p> <p>If You have paid the additional premium required and Your Certificate of Insurance has racing cover endorsed onto Your Policy, We will cover You for Loss or Damage sustained to Your Personal Watercraft whilst You are competing in any sanctioned Australian Watercraft Association race or event.</p>	<p>Your legal liability to pay compensation caused by Your negligence for Accidental death or bodily injury when such Accident arises directly or indirectly out of or caused by or in connection with the use of Your Personal Watercraft once the race or event has commenced. Sanctioned races or events are deemed to have commenced once the race director/race officials have active control of the race or event.</p>	<p>Sum Insured as specified on Your Certificate of Insurance.</p>

## MOTOR ONLY COVER

This cover will only apply if You have Motor Only Cover, have paid the applicable premium and it is shown as covered on Your Certificate of Insurance.

Yamaha Marine Insurance Motor Only Cover will cover Your "Yamaha Outboard" Motor if it is lost or Damaged as a result of one of the insured events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply in the event of such Loss of Damage including any sub limits that may apply.

This Cover does not provide cover for Your Boat, or liability arising out of the use of Your Boat.

## LEGAL LIABILITY COVER

The cover provided in this section will apply if You have selected Comprehensive Cover, paid the applicable premium and it is shown as covered on Your Certificate of Insurance (subject to the other terms and conditions, exclusions and limitations of the Policy).

### We will cover Your Legal Liability:

To pay compensation as a result of an Accident which is caused by Your negligence when:

#### (i) using Your Own Boat or Personal Watercraft which causes:

- Accidental death or bodily injury to a person other than You;
- Accidental Damage to other people's property;
- Accidental death or bodily injury to You when another person allowed by You is in control of Your Boat or Personal Watercraft.

Cover under (i) will also cover the negligence of someone using Your Boat or Personal Watercraft with Your permission.

#### (ii) when using a substitute Boat or Personal Watercraft which causes:

- Accidental death or bodily injury to a person other than You;
- Accidental Damage to other people's property; provided that:
  - You have permission from the owner to use the substitute Boat or Personal Watercraft;
  - Your Boat or Personal Watercraft is not being used at the time;

- You or any member of Your household do not own or have any interest in the substitute Boat or Personal Watercraft.

## MARINA INDEMNITY

We extend cover under (i) above to include liability imposed upon You by the terms and conditions of any lease or agreement for the provision of a Berth, mooring or storage facility which You may own or use and where Your Boat or Personal Watercraft is kept.

## 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 legally 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 Limit of Liability amount shown on Your Certificate of Insurance in total for all claims that arise from any one Accident, during the Period of Insurance.

This maximum includes all legal fees and expenses.

### Accidental discharge, release or escape of fuel or lubricants and clean up after an Accident

#### We will cover You for:

- 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 or Personal Watercraft 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 or Personal Watercraft at the time of Loss;
- the cost of cleaning an Accident site following the abovementioned discharge, release, or escape of fuel or lubricants provided that You are legally liable for the clean- up; and
- any fines or penalties imposed on You for a breach of any federal, state or local environmental protection legislation ("the breach") provided that the breach was not caused by gross negligence or misconduct by You or any person in possession of Your Boat or Personal Watercraft with Your permission. Cover for fines and penalties is limited to a maximum of \$50,000 during the Period of Insurance.

We will pay no more than \$500,000 (inclusive of legal costs and any fines or penalties) for any one Accident or discharge or series of Accidents or discharges arising out of the same event in relation to this cover.

### **WATER-SKIING AND AQUAPLANING ACTIVITIES OPTIONAL BENEFIT – PERSONAL WATERCRAFT ONLY**

This Optional Benefit applies to Personal Watercraft only. It is an Optional Benefit which is available for an additional premium if You want to add this cover for Your Personal Watercraft.

We will cover You or any person allowed by You to control Your Personal Watercraft with Your permission and the observer (within the requirements of any law) against Legal Liability for:

- Accidental death or bodily injury to a water skier or aqua planer (including You) towed by Your Personal Watercraft;
- Accidental death or bodily injury to any person caused by a water skier or aqua planer being towed by Your Personal Watercraft;
- Accidental Damage to another person's property caused by a water skier or aqua planer being towed by Your Personal Watercraft.

This benefit will also cover the water skier or aqua planer being towed by Your Personal Watercraft for their legal liability to others for Accidental death or bodily injury or Damage to another person's property.

In addition to the legal liability exclusions specified under "exclusions to Your Legal Liability cover", the following exclusions will apply to this Optional Benefit:

#### **Liability arising out of Waterskiing or Aquaplaning when:**

- there is not a legally competent observer in addition to the driver on board Your Personal Watercraft at the time of the Accident;
- an aerial device or ski ramp is being used;
- a ski pole is being used unless it has been professionally designed, manufactured and installed.

#### **Liability arising out of the towing of:**

- any person by Your Personal Watercraft that breaches any statutory requirements;
- any device not designed and professionally manufactured for the purpose of being towed behind Your Personal Watercraft.

### **OPTIONAL BENEFIT WATER-SKIING AND AQUAPLANING ACTIVITIES – BOAT ONLY**

The following optional benefit can be added to Your Legal Liability Cover for Your Boat for an additional premium. If selected any benefits, We agree to provide cover for will be shown on Your Certificate of Insurance.

We will cover You or any person allowed by You to control Your Boat with Your permission and the observer (within the requirements of any law) against legal liability for:

- Accidental death or bodily injury to a water skier or aqua planer (including You) towed by Your Boat;
- Accidental death or bodily injury to any person caused by a water skier or aqua planer being towed by Your Boat;
- Accidental Damage to another person's property caused by a water skier or aqua planer being towed by Your Boat.

This benefit will also cover the water skier or aqua planer being towed by Your Boat for their legal liability to others for Accidental death or bodily injury or Damage to another person's property.

In addition to the legal liability exclusions specified under "exclusions to Your Legal Liability Cover", the following exclusions will apply to this Optional Benefit.

#### **Liability arising out of Waterskiing or Aquaplaning when:**

- there is not a legally competent observer in addition to the driver on board Your Boat at the time of the Accident;
- an aerial device or ski ramp is being used;
- a ski pole is being used unless it has been professionally designed, manufactured and installed.

#### **Liability arising out of the towing of:**

- any person by Your Boat that breaches any statutory requirements;
- any device not designed and professionally manufactured for the purpose of being towed behind Your Boat.



## EXCLUSIONS TO YOUR LEGAL LIABILITY COVER

### We will not pay for 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 allowed by You to control Your Boat or Personal Watercraft;
  - to a 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 Boat or Personal Watercraft;
  - third party property arising while Your Boat or Personal Watercraft is being towed by a vehicle or from Your Boat or Personal Watercraft breaking away from or Accidentally becoming detached from the towing vehicle.
- from Waterskiing or Aquaplaning activities with Your Boat unless the Optional Benefit for "Waterskiing and Aquaplaning Activities – Boat Only" has been selected by You and has been noted on Your Certificate of Insurance
- while Your Boat or Personal Watercraft is in the charge of or physical control of Boat or Personal Watercraft repairers, yacht clubs or marina operators unless for emergency purposes to minimise any Loss or Damage covered under the Policy;
- out of the towing of any persons or objects in the air;
- 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 or otherwise covered under any compulsory insurance;
- for any penalties, fines, punitive or exemplary or aggravated damages for which You are liable;
- for actions brought against You in a court outside Australia or a court that applies law that is not Australian law;
- Your own gross negligence or misconduct;
- the gross negligence or misconduct of any person in possession of Your Boat or Personal Watercraft with Your permission.

## GENERAL EXCLUSIONS OPERATIVE IN RESPECT OF COMPREHENSIVE COVER, MOTOR ONLY COVER

### You are not covered for any liability, Loss or Damage or costs incurred caused by, arising or resulting from:

- the failure to maintain Your Boat or Personal Watercraft in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements;
- wear and tear, mold, gradual deterioration, delamination, vermin, corrosion, electrolysis, osmosis or marine growth;
- inherent defects, structural faults, faulty workmanship or faulty design;
- the use of Your Boat or Personal Watercraft covered by the Policy for hire, charter or 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 or Personal Watercraft covered by the Policy having been fitted with a Motor more powerful than that recommended by the manufacturer of the Hull, unless agreed in writing;
- the lawful seizure, confiscation, nationalisation or requisition of Your Boat or Personal Watercraft covered by the Policy;
- irrespective of whether You have given permission to a person, Your Boat or Personal Watercraft covered by the Policy being under the control of:
  - an unlicensed person when a license is necessary;
  - a person under the influence of alcohol or drugs;
  - a person who has been refused Personal Watercraft or Boat Insurance within the last five (5) years unless You have advised Us of the refusal and We have agreed in writing to cover that person under the Policy.

Provided that You can show that (i) You did not know or had no reason to suspect that the person in control of Your Boat or Personal Watercraft fell into any of the categories or (ii) it was reasonable for that person to assume control of Your Boat or Personal Watercraft as a result of an unforeseen emergency, then this exclusion shall not apply.

- Your Boat or Personal Watercraft covered by the Policy being used for Boat or Personal Watercraft racing or speed tests, unless You have advised Us and We have agreed to extend cover in writing;
- a lack of reasonable care, protection and/or security

- of Your Boat or Personal Watercraft or other property covered by the Policy;
- Your Boat or Personal Watercraft covered by the Policy exceeding the speed limit shown on Your Certificate of Insurance;
- the use of Your Boat or Personal Watercraft or other property covered by the Policy for any unlawful or illegal purpose;
- false or fraudulent representation by You or any person who is acting with Your express or implied consent. In addition to refusing payment of the claim, We will be entitled to 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;
- an incident involving Your Boat or Personal Watercraft while it is outside the Geographic Limits shown on Your Certificate of Insurance unless specified in this insurance or unless
- 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 or Personal Watercraft on the original start date of the Policy (not including a renewal) or You transferred a Boat or Personal Watercraft 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 insured events listed earlier in this Policy;
- the modification of Your Boat or Personal Watercraft from the manufacturer's specifications 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; unless You have advised Us and We have agreed to extend in writing;
- a Motor caused by or resulting from seizure and/or overheating unless caused by an Accident which is otherwise an accepted claim under the Policy;
- radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

**You are also not covered for:**

- loss of income or loss of profit;
- Your liability under any contract, or if You have agreed to or accepted liability without Our agreement first;
- 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.

**Goods and Services Tax (GST)**

This insurance does not cover any amount of GST or any fine, penalty or charge that You are liable for because of a failure to disclose or a misstatement made by You in relation to Your entitlement to an input tax credit. You must tell Us if You become aware that the extent of Your entitlement to an input tax credit for Your premium, disclosed to Us is incorrect.

# GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES UNDER THE POLICY

## KEEP INSURED PROPERTY IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECTED

Irrespective of whether Your cover is Comprehensive or Legal Liability only, You must maintain Your Boat or Personal Watercraft, Trailer, Equipment and Accessories 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 Boat or Personal Watercraft, Trailer, Equipment and Accessories 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 We may reduce or refuse to pay a claim. If You do suffer Loss or Damage to Your Boat or Personal Watercraft, Trailer, Equipment and Accessories You must also make reasonable efforts to prevent any further Loss or Damage.

## KEEP PROOF OF OWNERSHIP AND VALUE

When You make a claim for Loss or Damage, We will require proof that You owned the item/s and of its value/s or Your claim may not be paid.

The easiest way to do this is by keeping receipts, valuations and other forms of purchase confirmation such as model and serial numbers.

Current colour photos of Your Boat or Personal Watercraft and Equipment and Accessories are another means proof of ownership can be substantiated.

## TELL US IF YOU MODIFY YOUR BOAT OR PERSONAL WATERCRAFT OR CHANGE ITS USE

We allow modifications to Your Boat or Personal Watercraft that You have told Us about, providing they have been fitted by a professional Boat or Personal Watercraft dealer and We have agreed to cover them in writing.

It is important to note that adding modifications to Your Boat or Personal Watercraft can change the Excess as well as Your Policy premium. Alternatively, We may cancel the Policy or decide not to offer renewal.

Please be aware that some modifications We don't know about or don't agree to insure may entitle Us to refuse or reduce a claim payment. Therefore, always answer

any questions We ask You about Your Boat or Personal Watercraft accurately and honestly and tell Us about any modifications You make to Your Boat or Personal Watercraft.

## TRANSFER OF INTEREST

If Your Boat or Personal Watercraft is sold or transferred to a new owner, or there is a change in any interest in the ownership of Your Boat or Personal Watercraft, the Policy will no longer cover Your Boat or Personal Watercraft from the time of such sale, transfer or change of ownership. We will cover Your replacement Boat or Personal Watercraft in accordance with the replacement Boat or Personal Watercraft benefit in the Additional Benefits section of this Policy.

## 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.

## APPLICABLE EXCESS

An Excess is the amount You contribute when a claim is accepted under this insurance. The Excess applicable to Your cover may depend on the type of claim You make and is shown on Your Certificate of Insurance (and/or Your Policy Wording).

## SPECIFIC EXCESS DETAILS

There is however some Excesses which may apply irrespective of whether they are reflected on the Certificate of Insurance as listed below:

- A \$2,000 Excess will be applied to any claim for theft when You store Your Personal Watercraft within a complex that has shared parking arrangements and there are no signs of visible and forcible removal of Your Personal Watercraft.
- A \$1,000 Excess will be applied to any claim for theft where there is no physical evidence of violent and forcible removal of Your Personal Watercraft.
- the Excess noted on the Certificate of Insurance will be applied to any claim for Loss or Damage to Your Personal Watercraft's Motor caused by water inflow



where the Hull has had an Impact With a Solid Object that has caused a break in the Hull.

- A \$5,000 Excess will be applied to any claim for Loss or Damage to Your Personal Watercraft's Motor caused by water inflow where there has been no Impact With a Solid Object and no break in the Hull.
- A \$5,000 Excess applies if Your Personal Watercraft is uneconomical to repair due to water inflow Damage and Your Personal Watercraft is declared a Total Loss.

The Personal Watercraft's seat detaching from the Hull is not considered a "break in the Hull" for applying some of these Excesses.

## **AGE/EXPERIENCE EXCESS**

An additional Excess of \$500 will apply in addition to the basic Excess noted on Your Certificate of Insurance for any claim for Loss or Damage caused to, or by, Your Personal Watercraft whilst it is being operated by any person:

- who is 25 years of age or younger, or;
- who has held an approved licence or licence endorsement issued by the respective State or Territory for the use of Personal Watercraft for less than two (2) years.

This additional Excess does not apply to theft or water inflow claims.

## **RACING EXCESS**

If Your Policy covers You for racing an Excess of \$1,000 will apply to all claims for Loss or Damage caused to, or by, Your Personal Watercraft whilst it is being raced.

## **NIL EXCESS**

No Excess is payable for claims relating to:

- death or bodily injury under the Personal Accident and or legal liability cover provided by the Policy;
- Loss or Damage to Your Boat or Personal Watercraft which is caused by a third party providing You can identify the third party at fault and provide their name, address, phone number and insurance company details. This waiver of the Excess does not apply to any claims whilst racing Your Personal Watercraft or Boat;
- theft if Your Boat or Personal Watercraft was fitted with an Australian supplied and monitored Microdot Identification system or GPS/GSM Tracking device and there is evidence of violent and forcible removal of Your Boat or Personal Watercraft.

- lost keys; or
- emergency assistance.

## **OTHER PARTY'S INTERESTS**

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) whose interests You want covered by the Policy. We will cover their interests only if You have told Us about them and We have shown them on Your Certificate of Insurance.

## **IF YOU HAVE BORROWED MONEY TO BUY YOUR BOAT OR PERSONAL WATERCRAFT**

If a credit provider is shown as having an interest in Your Boat or Personal Watercraft on Your Certificate of Insurance 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 finance contract.

## **REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS**

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

## **IF YOUR BOAT OR PERSONAL WATERCRAFT IS A TOTAL LOSS**

If there has been a Total Loss payout made by Us, Your Boat or Personal Watercraft, Trailer and/or any item/s will become Our property and We will keep the proceeds of any Salvage sold.

There is no premium refund payable if We settle a claim for Your Boat or Personal Watercraft on a Total Loss basis.

# CLAIMS

If an event occurs that is likely to result in a claim, You will need to do the following. Please note all items may be applicable to Your claim.

- report the Accident to the appropriate Maritime 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;
- contact YMI as soon as possible;
  - call 1300 794 454 or the claims hotline 1300 652 936; or
  - email: [claims@ymia.com.au](mailto:claims@ymia.com.au)

## YOU MUST NEVER, WITHOUT OUR CONSENT:

- admit guilt, fault or liability or take any action which may be construed as such (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 REQUIRE YOU TO:

- provide Us with the proof that We require regarding lost or Damaged items or Out of Pocket Expenses;
- help Us manage the claim, which may include Us inspecting Your Boat or Personal Watercraft 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 the claim (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 Boat or Personal Watercraft is covered under the Policy We will at Our discretion:

- repair or replace Your Boat or Personal Watercraft, Trailer or Personal Effects, or Equipment and Accessories; or
- pay You the reasonable cost of repairing or replacing Your Boat or Personal Watercraft, Trailer or Personal Effects, or Equipment and Accessories less any depreciation and/ or contribution that may apply; or
- pay You the Agreed Value or Market Value of Your Boat or Personal Watercraft or Personal Effects or Equipment and Accessories (whichever is applicable).

## COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for Loss or Damage to Your Boat or Personal Watercraft, 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 application of any Excess).

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

If We pay You the reasonable cost of repairing or replacing Your Boat or Personal Watercraft, Trailer or Personal Effects or 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 Your claim involves Loss or Damage to the mechanical and electrical components of the Motor and We decide to repair or replace the Motor then We will only use, genuine parts subject to the availability of such parts.

## EXPENSES TO AVOID OR MINIMISE LOSS

If Your Boat or Personal Watercraft sustains Damage or gets into difficulties in an Accident, We will pay the reasonable cost to minimise Loss or Damage such as:

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

You do not need Our authority to take such action if it is an emergency and You are unable to contact Us to obtain Our authority. You must however advise Us as soon as possible after the action has been taken.

Such costs incurred in such an emergency are in addition to the Sum Insured shown on Your Certificate of Insurance for Your Boat or Personal Watercraft.

## GEOGRAPHIC LIMITS AND 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; and
- within the Geographic Limits shown on Your Certificate of Insurance. All cover provided by the Policy will be automatically suspended when Your Boat or Personal Watercraft clears Australian Customs and Immigration for the purpose of leaving Australian waters and will recommence when it clears Australian Customs and Immigration on return.

However, We will provide cover in the following circumstances:

- if Your Boat or Personal Watercraft goes beyond the Geographic Limits to reasonably respond to an unforeseen emergency;
- if Your Boat or Personal Watercraft goes beyond the Geographic Limits because of circumstances beyond Your control or the reasonable control of the person in charge or control of Your Personal Watercraft;
- if You advise Us You will go beyond the Geographic Limits and We agree to extend cover in writing.

## SANCTIONS

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any Loss or claim arising in, or where the insured person or any beneficiary under 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

**Accident/Accidental/Accidentally** means an event that occurred during the Period of Insurance that You did not expect or intend to happen. It also includes a series of accidents arising out of the one event.

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

**Berth** means a permanent pen for Your Boat within a marina, or private pontoon, it does not include any other type of mooring.

**Boat** means the Boat described on Your Certificate of Insurance, including its Hull, Motor(s) (including fuel tanks), Trailer and Equipment and Accessories. It includes any replacement boat. It excludes modifications You have not told Us about or which are not shown on Your Certificate of Insurance.

**Certificate of Insurance** means the relevant Certificate of Insurance We give You 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 to ensure the information shown on Your Certificate of Insurance is correct. If anything is incorrect, please contact Us immediately.

**Damage/Damaged** means any form of accidental physical harm that occurs to Your Boat or Personal Watercraft during the Period of Insurance, excluding any normal wear and tear or any damage evident prior to this Policy being incepted.

**Equipment and Accessories** means items manufactured and intended for use on Your Boat or Personal Watercraft which are portable or not permanently attached to the Hull.

Equipment includes depth sounders, marine radios/transceivers, navigation equipment, fish finders, tools.

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

**Finance Contract** means the finance arrangement with the credit provider for Your Boat or Personal Watercraft which provider and the amount financed shown on Your Certificate of Insurance.

**Fire** means Accidental Damage caused to the Boat or Personal Watercraft from combustion of materials.

**Geographic Limit(s)** means all waters within Australia and those waters off the coast of Australia as shown on Your Certificate of Insurance and/or other Policy documents.

**Hull** means the shell of the Boat or Personal Watercraft, deck, fixtures and fittings that are not normally removable and would normally be sold with the Boat or Personal Watercraft.

**Impact With A Solid Object** means hitting or coming into contact with a non-liquid substance (e.g. wave).

**Insurer** means International Insurance Company of Hannover SE – Australian Branch (ABN 58 129 395 544, AFS Licence number 458776)

**Lay up** means the period nominated by You during which You do not use Your Boat or Personal Watercraft and You keep it on its Trailer at the address shown on Your Certificate of Insurance.

**Legal Liability** means your liability to pay compensation in respect of personal injury or damage to property.

**Loss** means any Damage, destruction, death, injury, illness, liability, cost or expense resulting from the use of Your Boat or Personal Watercraft during the Period of Insurance.

**Limit of Liability** means the amount shown on Your Certificate of Insurance which is maximum amount We will pay for all claims that arise from one Accident under the Legal Liability cover.

This maximum includes all legal fees and expenses.

**Malicious Damage** means intentional Damage to Your Boat or Personal Watercraft by someone other than You and without Your consent.

**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 value of Your Boat or Personal Watercraft. If We have issued a Market Value Policy Your Certificate of Insurance will show Market Value.

**Motor** means the engine as described on Your Certificate of Insurance and include the gearbox, jet unit, wiring harness, instruments and control cables.

**Out of Pocket Expenses** means any of the following in connection with replacing Your Boat or Personal Watercraft as a result of a Total Loss:

- delivery charges;
- registration costs;
- stamp duty.

**Period of Insurance** means the period 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** means clothing, shoes, waterproof apparel, prescription glasses, prescription sunglasses, belonging to You or any passenger which are being used or stored on Your Boat or Personal Watercraft at the time of Loss.

Unless otherwise agreed in the policy, the cover limit provided under Personal Effects is not payable in addition to the Sum Insured in the event of a Total Loss.

**Personal Watercraft** means the Personal Watercraft described on Your Certificate of Insurance, including its Hull, Motor/s (including fuel tanks), Trailer, Equipment and Accessories. A Personal Watercraft is a craft propelled by an inboard motor powering a water jet pump. The operator sits, stands or kneels on the craft and uses handle bars to steer the craft.

Personal Watercraft modifications are excluded unless We have agreed to them. If We have agreed this will be noted on Your Certificate of Insurance under 'Personal Watercraft Modifications'. It includes any replacement Personal Watercraft.

**Policy** means Your insurance contract with Us. It includes;

- the Product Disclosure Statement,
- the Policy Wording document,
- the Certificate of Insurance, and

any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement issued by Us.

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

**Salvage Charges** means reasonable charges and expenses which are incurred in Salvage or in preventing or minimising Loss or Damage to Your Boat or Personal Watercraft.

## **Sum Insured**

- means for an Agreed Value Policy the sum(s) 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).
- means for a Market Value Policy the maximum amount We will pay for any item(s), which 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.

**Tools** means those tools used for the normal operation of Your Boat or Personal Watercraft.

**Total Loss** means;

- the Loss of Your entire Boat or Personal Watercraft for a period We determine is reasonable in the circumstances; or
- Damage to Your Boat or Personal Watercraft which We consider to be uneconomical to repair.

**Trailer** means a roadworthy vehicle in a condition that complies with registration requirements and is designed to be towed by a motor vehicle and used in transporting Your Boat or Personal Watercraft as shown on Your Certificate of Insurance.

**Waterskiing or Aquaplaning** means a person or persons being towed across the surface of the water either barefoot, or on waterskis or other similar equipment professionally designed and manufactured for the purpose of being towed by Your Boat or Personal Watercraft.

**Water Sports Equipment** means Water Sports Equipment owned by You, such as rods, reels, tackle and other similar equipment used for recreational fishing), diving equipment (i.e. tanks, regulators, fins, snorkels, buoyancy compensation devices and other commercially manufactured equipment used for recreational diving) and Waterskiing or Aquaplaning equipment (i.e. waterskis, wakeboards, kneeboards, vests, ropes and other professionally designed and manufactured equipment for the purpose of Waterskiing, Aquaplaning or wakeboarding behind Your Boat or Personal Watercraft. Watersports Equipment does not include fly boards and any other aerial devices. Proof of ownership will be required to substantiate any claims for Water Sports Equipment.

Unless otherwise agreed in the Policy, the cover limit provided under Water Sports Equipment is not payable over and above the Sum Insured in the event of a Total Loss.

**We, Us, Our** means the Insurer acting through its agent YMI as set out in this document.

**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.

## **OUR OBLIGATIONS TO YOU RENEWING THE POLICY**

At least fourteen (14) days before the Policy expires We will send You a

renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

If You pay Your Policy in monthly instalments then unless You are otherwise notified by Us, We will automatically renew Your Policy each year on the terms contained in the renewal invitation We send You, unless You tell Us otherwise prior to the expiry date. This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

## **CANCELLING YOUR INSURANCE**

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You. We will refund any premium You have paid, less an amount that covers the period for which You were insured, unless there has been a Total Loss in which case there is no premium refund.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with Your Duty of Disclosure or misrepresented information when You entered into the Policy. If We cancel the Policy We will send You a cancellation letter.

## **CONFIRMING TRANSACTIONS**

You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your adviser do not already have the required Policy confirmation details.





## Yamaha Motor Insurance Australia Pty. Ltd.

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