



Nautilus Marine All Risks Pleasure Craft

Policy Wording - July 2018



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This policy together with your Certificate of Insurance and endorsements, if any, complete the Policy.

About AIG and NM Insurance

In this document, the insurer, AIG Insurance New Zealand Limited, acting through its agent, Nautilus Marine Underwriting Agency Limited is referred to as “We”, “Us”, and “Our”.

Throughout this document, words appearing in bold will have special meanings. These meanings are set out in the policy section below headed “Definitions”.

About the Insurer

The Insurer of this insurance is AIG Insurance New Zealand Limited (AIG) (Company number 3195589). AIG is the marketing name for the worldwide property- casualty, life and retirement, and general insurance operations of American International Group, Inc.

American International Group, Inc. is a leading insurance organisation serving customers in more than 100 countries and jurisdictions.

AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property- casualty networks of any insurer. In addition AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

AIG NZ acts through its agent, Nautilus Marine Underwriting Agency Limited (Company number 3032800) (“Nautilus”).

About Nautilus Marine and its Services

Nautilus Marine is the trading name of Nautilus Marine Underwriting Agency Limited. It is the administrator of this insurance as agent for AIG.

Nautilus Marine has been given binding authority by AIG which allows it to enter into this policy and handle and settle claims for it, subject to the terms of the binder authority. In dealing with this policy Nautilus Marine acts for AIG and not You.

Our contact details are:

AIG Insurance New Zealand Limited

Level 19, The AIG Building,
41 Shortland Street, Auckland 1010
Telephone: 09 355 3100 Facsimile: 09 355 3135

Nautilus Marine Insurance Agency Limited t/a Nautilus Marine

PO Box 105647 Auckland City Post Shop
Auckland, 1143
Telephone: 0800 455 003
Email: customerservice@nminsurace.co.nz

Introduction

This Insurance has been designed by Nautilus Marine in conjunction with boat owners like you, which is simple and easy to understand cover to protect you in the event of a loss such as a collision, sinking, fire, storm or theft. Plus we give you added benefits, to help you get back out on the water sooner.

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

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:

- Contact your insurance broker or insurance advisor
 - Call Nautilus Marine 0800 455 003
 - Email: customerservice@nminsurace.co.nz
 - Write to Nautilus Marine
PO Box 105647 Auckland City, Auckland 1143, New Zealand
 - Visit www.nautilusinsurance.co.nz
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Important Information

You will only be entitled to the cover provided by this insurance for which you have paid the applicable premium and which is shown 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.

Certain words have defined meanings you need to understand and which are detailed in the definition section of the policy.

The policy is subject to terms, conditions, limitations, special provisions, and exclusions. It is important that you read the policy carefully to familiarise yourself with these provisions. Specifically, please take special note of the following matters.

- The Policy Wording contains a Definitions section and General Conditions that apply to this insurance.
 - There are some circumstances where cover cannot be provided. These are covered in the Policy Wording.
 - There are some Exclusions applicable to all sections of the policy listed in the General Exclusions.
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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.

How We Protect Your Privacy

AIG NZ and Nautilus Marine are committed to protecting your privacy in accordance with the Privacy Act 1993 (the "Act"). In this section dealing with Privacy, "we", "our" and "us" refers to both AIG NZ and NM Insurance.

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.
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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;
- maintain and improve our services and products;
- 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;
- 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 have a legal obligation to disclose certain information. Failure to disclose information required may result in AIG NZ 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;
- publically available sources;
- third parties claiming under your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of AIG personal information provided to them by Nautilus Marine.

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

In the course of underwriting and administering your policy as well as providing services to you, we may disclose Your information to:

- entities to which we are related, in the case of Nautilus Marine, their 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.

AIG NZ is likely to disclose information to some of the entities listed above who are located in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, Australia as well as any country in which you have a claim.

These countries may change from time to time.

Your Access to personal information

You may gain access to or request correction of your personal information and that of any other person insured by this policy by writing to:

The Privacy Manager

AIG Insurance New Zealand Limited PO Box 1745 Shortland Street
Auckland 1140, New Zealand
Email: privacy.officernz@aig.com

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access requests in some limited circumstances.

Consent Acknowledgment

By completing the application form (including any associated form) and paying the premium, you consent to the use of your personal information stated in the privacy statement above.

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.

Nautilus Marine

By phone: 0800 455 003
By email: customerservice@nminsurace.co.nz
In writing: PO Box 105647, Auckland City, Auckland 1143, New Zealand

AIG Insurance New Zealand Limited

By phone: 09 355 3100
By email: privacy.officerNZ@aig.com
In writing: Privacy Manager, AIG Insurance
New Zealand Limited, PO Box 1745, Shortland Street, Auckland 1140

Dispute Resolution Process

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint about Our products or services you can contact us and request that your matter be reviewed by management by writing to:

The Complaints Manager

AIG Insurance New Zealand Limited
PO Box 1745, Shortland Street
Auckland 1140, New Zealand

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. Your complaint will be referred to FSCL if we have reached a "deadlock" in trying to resolve it. FSCL's contact details are info@fscl.org.nz or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to you to use the services of FSCL.

Fair Insurance Code

We are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

When you lodge a claim we will tell you in plain language what information we need and how you should go about making a claim.

We will respond promptly to any request you make for assistance with a claim and it will be considered and assessed promptly.

You can obtain a copy of the code from www.icnz.org.nz or by contacting AIG NZ.

Part I – The Boat Insurance Contract

This policy, your Certificate of Insurance and any endorsements that may be issued from time to time, set out the contract between you and us. They should be read as one document. You agree to pay the premium shown on your Certificate of Insurance and comply with your responsibilities described in this policy.

The policy, your Certificate of Insurance and any endorsements that are issued, describe the terms and conditions of our contract with you. You should consider all documents together as one, and read it carefully to determine your rights and duties, and what is and is not covered.

It is important that you refer to the terms and conditions of this policy for full details of cover.

1. This document contains your insurance policy terms and conditions. It is important that you read and understand it and retain it in a safe place.
2. Please inform us immediately of:
 - a. any change in your address; and/or
 - b. any change in the storage type and location or mooring type and location of your boat;
 - c. any other changes affecting you, your boat, or any insured person which will require an alteration to the policy.

We will provide you with the insurance described in this policy, in return for your compliance with all applicable provisions of this policy.

Part IA – Your Obligations

Keep Insured property in good condition and repair and always protected.

You must maintain your boat, 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, 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 your claim may not be paid. If you do suffer loss or damage 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.

You must tell us if you modify your boat or change its normal storage or mooring location or if there is a material change in the use of your boat.

If you do not provide us with this information you may not be covered in the event of a claim.

When you provide this information to us we may alter the terms and conditions of the policy and this may involve the payment of an additional premium. Alternatively we may cancel the policy or decide not to offer renewal.

Ensure That Your Premiums are Always Paid

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

Tell Us if There is a Transfer Of Interest

If your boat is sold, transferred to a new owner, or there is a change in any interest in the ownership of your boat, the policy will no longer cover your boat from the time of such sale, transfer or change of ownership. We will cover your replacement boat in accordance with the replacement boat cover 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.

Part II - Definitions

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be noted in bold print when used with the intent to have special meaning, even where those terms are used in the singular, plural or possessive.

In this policy, the words "you", "your", and "yours" refer to the person or legal entity named on your Certificate of Insurance as the named insured, who are owners of your boat (including any natural person who is a shareholder, partner, member of that legal entity or owner of such legal entity by any other name and in the case of a trust is named or identified as a beneficiary of that trust). The words "we", "us", "our" and "ours" mean AIG Insurance New Zealand Limited.

- **Berth**: means a permanent pen for your boat within a marina or a private pontoon. It does not include any other type of mooring.
- **Boat**: means the boat described on your Certificate of Insurance, including hull, motor(s), trailer, fixtures and fittings, mast, spars, rigging and sails, its contents, equipment & accessories, and all other items used in the operation or navigation of the boat, or boats listed on your Certificate of Insurance, including their designated tenders.
- **Bodily Injury**: means physical harm or injury to persons, including sickness or disease resulting from physical harm, injury or death.
- **Certificate of Insurance**: means your current Certificate of Insurance we give you stating details of the cover you have bought which forms part of this policy.
- **Collectibles**: means private collections of rare, unique or novel items of personal interest, including memorabilia.
- **Contents**: means any items not used in the operation or navigation of your boat but kept and used exclusively on board, including, but not limited to your water sports equipment, clothing, loose furniture, dishes and computer hardware. Contents does not include property of guests or crew members, fine arts, precious stones, gold or silver, jewellery, money, cheques, credit cards, debit cards, or bankcards or any stocks, bonds, notes, mortgages, mobile phones, cameras, game consoles or any intangible property.
- **Crew Member**: means any person employed by you or on your behalf under an employment agreement to serve as a skipper or as a crew member on board your boat and who is in the service of your boat at the time of a covered loss. Crew member does not include an individual employed by you solely for the purpose of doing maintenance, service, repair or inspection or other work on board your boat while it is at anchor, moored, tied up at a dock or in a repair facility or during navigational tests or sea trials.
- **Damages**: means the sum of money required to satisfy a claim for compensatory damages by a third party against an insured person, whether settled or agreed to in writing by us or resolved by arbitration or final judicial proceedings. Damages do not include punitive damages, fines, penalties, consequential damages or sanctions.
- **Equipment & Accessories**: means marine electronics, boat covers and canopies, batteries, portable fuel tanks, safety equipment carried on your boat in accordance with statutory requirements, and any other items that are portable and not permanently attached to your boat that are manufactured and intended solely for use on your boat that are portable and not permanently attached to your boat.
- **Marine Electronics**: means electronic equipment attached to your boat that is portable or is permanently attached to your boat such as electronic navigation equipment, depth sounders, marine radios and transceivers, fish finders. Marine Electronics does not include laptops or computers.

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- **Excess:** means the amounts you will pay in respect of each occurrence and/or instance of physical loss or damage, and for which there will be no payment under this policy. The excess applicable to each occurrence will vary depending on the part of the policy which applies to your claim made for that occurrence. The excess applicable to each part of this policy is shown on your Certificate of Insurance. In the event more than one part of this policy applies to your claim, then the claims under those coverages shall be subject to the highest single excess applicable to any one (1) such claim.
 - **Fine Arts:** means paintings, etchings, statuary, antiques, collectibles and other bona fide works of art with historical value or artistic merit. Jewellery, watches and furs are not included within the meaning of fine arts.
 - **Geographic Limits:** means the geographic territory described on the Certificate of Insurance within which your boat must be located at the time of any occurrence in order for this insurance to apply. Unless otherwise shown on your Certificate of Insurance, the Geographic Limits of your policy are 250 nautical miles off New Zealand. All cover provided by this policy will automatically lapse when your boat clears New Zealand for the purpose of leaving New Zealand waters and will recommence when it clears New Zealand Customs on return.
 - **Insured Person:** means:
 - a. You;
 - b. An additional insured named in the policy; or
 - c. Any person, including a crew member, operating your boat with your permission, but only with respect to their legal liability arising out of such operation. Sub clause c does not include any person, company or other business entity, or any of their agents or employees, operating a shipyard, boat repair yard, marina, boat club, sales agency, boat service station or similar organisation.
 - **Latent Defect:** means a hidden flaw in the material of construction existing at the time of original building of your boat or any additional or replacement parts, components or systems of your boat, which is not discoverable by ordinary observation, known methods of testing or inspection.
 - **Lay Up:** If Lay up is shown on your Certificate of Insurance, it means the period nominated by you which you do not use your boat and you keep it on its trailer at the address shown on your Certificate of Insurance.
 - **Marine Environmental Damage:** means the unintended physical injury to or alteration or destruction of coastal or marine habitat through physical contact with your boat including its fuel, lubricants, or similar products used in the operation of your boat.
 - **Market Value:** the value of an item of property determined by taking its replacement value and with allowance for depreciation at the time and place of physical loss or damage. Where your insured item has no comparable of equivalent functionality and value with which it could be readily compared or replaced at the time of the assessment of market value, due to that insured item having become obsolete or only available with enhancements that were not present on the insured item, this shall be taken into account by us when calculating the market value.
 - **Motor:** means stern drive units, inboard and outboard engines as shown on your Certificate of Insurance and includes the propeller, outdrives, saildrives, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, control cables, IPS Units, Joystick management systems and generator/s.
 - **Named Cyclone:** means a cyclone that has been given a name by the MetService, or equivalent body if the cyclone is named outside of New Zealand waters.
 - **Occurrence:** means a sudden, unexpected and accidental event to which this insurance applies which happens within the period of insurance. An occurrence caused by the same, repeated general harmful condition that results in an occurrence within the period of insurance, unless an excluded cause of loss, is considered to be one (1) occurrence.
 - **Personal Effects:** means any personal items normally worn or carried about the person; including items of your guests or crew members whilst they are on board your boat. It does not include portable marine electronics, money, jewellery, mobile phones, portable computers or tablets, fine arts, firearms, cheques, credit cards, consumables, debit cards, bankcards or any intangible property.
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- Personal Watercraft: means any vessel less than thirteen (13) feet in length propelled by an inboard motor powering a water jet pump designed to be operated by a person or persons sitting, standing or kneeling on the vessel rather than within the confines of a hull.
 - Physical Loss or Damage: means actual physical harm to or destruction of tangible property insured under this policy.
 - Policy: means your Nautilus Marine Boat Insurance Policy and the most recent Certificate of Insurance and any written endorsements issued to you by us.
 - Period of Insurance: means the period commencing on the effective date shown on your Certificate of Insurance. This period ends on the earlier of the expiry date shown on your Certificate of Insurance or the effective date of cancellation of this policy. All physical loss or damage, property damage, bodily injury and all occurrences giving rise to any claim under this policy must occur during the period of insurance. If anyone becomes an insured person under this policy after the effective date, then in respect of that insured person, the period of insurance begins as of the date such person becomes an insured person and ends on the earlier of the expiry date or the effective date of cancellation of this policy or when such insured person no longer meets the definition of an insured person.
 - Property Damage: means direct physical harm to or destruction of tangible property of persons other than an insured person.
 - Skipper: means any person employed by you or on your behalf under an employment agreement naming such person as the crew member to be in charge of the shipboard management and navigation of your boat.
 - Sum Insured: means:
 - for a Market Value Policy, the market value of your boat at the time of the occurrence or the value shown on your Certificate of Insurance, whichever is lesser.
 - for an Agreed Value Policy, the value of your boat as shown on your Certificate of Insurance.
 - Reasonable Costs: means the amount of money, which would be paid by a prudent purchaser for the products, services, or property provided. It does not include any additional costs incurred in order to have repairs or any other work performed on an accelerated basis.
 - Tender: a vessel that is stowed and carried on board your boat and used solely in conjunction with your boat and is clearly marked and identified as tender to your boat.
 - Trailer: means the insured vehicle shown on your Certificate of Insurance that is used for the transportation of your boat.
 - Water Sports Equipment: means equipment owned by you, inclusive of fishing equipment (i.e. 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 Water Skiing or Aquaplaning equipment (i.e. water ski's, wakeboards, kneeboards, vests, ropes and other professionally designed and manufactured equipment for the purpose of Water Skiing, Aquaplaning or Wakeboarding behind your boat, but not including fly boards or any other aerial device.
 - Headings (including headings that are underlined and/or in bold) are included for ease of reference and convenience only and shall not affect the interpretation of the policy.
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Part III – Property Coverage

A. Insuring Agreement

This policy covers you against all risks of direct physical loss or damage to your boat, its contents, and personal effects while on board your boat caused by an occurrence. This coverage is subject to the geographic limits and all policy terms, policy conditions, policy exclusions and written endorsements.

B. Amount of Property Coverage

The coverage limit for your boat is your boat's sum insured.

C. Payment of a Loss

For a covered loss, we will pay as follows:

- **Total Loss or Constructive Total Loss of Your Boat We will pay your boat's sum insured if:**
 - a. Your boat is stolen, lost or destroyed and not recovered; or
 - b. the estimated reasonable cost of recovery and repair of your boat is more than the boat sum insured.

We will not pay for any physical loss or damage not repaired if your boat is subsequently lost, destroyed or declared a constructive total loss as determined under a. and b. above, whether or not such unrepaired physical loss or damage is due to a loss covered under this insurance or any prior policy of insurance issued by us.

We will pay all sums awarded by a court to voluntary salvors or those acting under a salvage agreement providing for a salvage award on a no cure, no pay basis. However, we will pay salvage awards up to the value of the remains of your boat.

We will pay no more than the sum insured for the aggregate of partial damages, expenses and salvage awards arising from any one (1) occurrence.

When we pay a total or constructive total loss, we reserve the right to keep the remains of your boat or its proceeds, if any, up to the amount of such payment.

- **Partial Damage to Your Boat**

If your boat is partially damaged, we will pay the reasonable costs to repair your boat to as near as possible to its market value, appearance, and condition immediately prior to the occurrence, with materials of like kind and quality. The most we will pay is your boat's sum insured. We will not pay for any improvement or betterment to your boat.

For a covered loss to your motors, if your motors are five (5) years of age or less, we will pay the reasonable costs to repair or replace your motors without deductions for depreciation up to the market value of your motors.

When we pay a partial loss, we reserve the right to keep the remains, or the proceeds of sale, of any parts removed from your boat in connection with the repair of a partial loss, if any, up to the amount of such payment.

- **Subrogation**

We shall acquire all insured persons' full rights to recovery and shall be entitled to subrogation against all parties responsible for any occurrence giving rise to a total, constructive total or partial loss covered by this insurance to the full extent of any payments we make under this section. Subject to any applicable laws, our rights of recovery and subrogation shall be superior to any other rights of any insured person to recover and shall supersede any insured person's rights to compensation arising from an occurrence.

We shall bear all costs and expenses of our claims for subrogation and recovery, including legal fees, and shall have full authority to compromise and release our claims and rights of subrogation without consultation with or agreement by any insured person.

All insured persons agree to provide their full cooperation with and assistance to our efforts to make a recovery. This includes, but is not limited to the provision of their testimony under oath at depositions and at trials (and to travel for those purposes upon our request and with reimbursement of reasonable expense), access to physical evidence, including the boat and its parts and components, for examination and testing, along with documents and electronic data, and to assist in obtaining testimony under oath at depositions and at trials of other witnesses including current and former crew members, boat managers and other employees and contractors of any insured person.

- **Government Action**

We cover direct physical loss or damage to your boat caused by the actions of any government authority in an attempt to mitigate or prevent an actual or potential pollution hazard or otherwise acting within their authority for the public good resulting in direct physical loss or damage to your boat, which is a covered loss.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Temporary Removal and Storage**

Your boat's masts, spars, sails, tenders, motors, equipment and accessories, and contents are insured against direct physical loss or damage while in temporary storage on land, including while in transit to or from your boat, up to a limit of \$10,000.

Unless otherwise agreed in the policy, the excess will be the basic excess shown on your Certificate of Insurance.

- **Physical Loss or Damage to Contents of your Boat**

For a covered loss to the contents of your boat, we will pay whichever is less:

- a. The market value of the lost or damaged contents; or
- b. the reasonable cost to restore or repair the damaged contents to pre-loss condition.

We will cover you for physical loss or damage to wine and alcohol on board your boat provided it is caused by an occurrence. This cover is limited to \$500 any one item and a maximum of \$10,000 any one event. Proof of ownership will be required to substantiate any claim payable under this coverage.

Unless otherwise agreed in the policy, the excess for this coverage is \$500.

We will cover you for spoilage of perishable food items on board your boat provided that the spoilage is caused by an occurrence. This cover is limited to a maximum of \$1000 any one occurrence. Unless otherwise agreed in the policy, No excess will apply if the claim is restricted to the spoilage of perishable food items only.

The contents cover limits provided by the policy are not payable over and above the sum insured in the event of a total and/or constructive total loss.

- **Physical Loss or Damage to the Equipment and Accessories of your Boat**

For a covered loss to the equipment and accessories of your boat, we will pay whichever is less:

- a. The market value of the lost or damaged equipment and accessories; or
- b. The reasonable cost to restore or repair the damaged equipment and accessories to pre-loss condition.

For a covered loss to your marine electronics, we will replace your marine electronics on a new for old basis if they are three (3) years of age or less.

The equipment and accessories cover provided by the policy is not payable over and above the sum insured in the event of a total and or constructive total loss.

- **Unless otherwise agreed in the policy, the excess for physical loss or damage to the equipment and accessories of your boat is \$200.**

- **Overland Transportation**

We cover direct physical loss or damage to your boat incurred during overland transport on your trailer within New Zealand (or elsewhere if specifically approved and shown on your Certificate of Insurance), including loading and unloading and including incidental transport via commercial ferry, provided that (i) the trailer and towing vehicle have sufficient towing capacity to transport your boat as rated by their manufacturers, (ii) the tow complies with all applicable legal requirements and (iii) it is legal to tow such a load on a public road or highway.

We will also cover incidental movement of your boat in connection with slipping, hauling, dry-docking, maintenance or repair at a marina or shipyard where movements do not exceed a distance of ten kilometres overland.

Unless otherwise agreed in the policy, the basic excess shown on your Certificate of Insurance will apply.

- **Personal Effects**

We will pay up to the personal effects coverage limit, the lesser of the following three alternatives:

- a. The reasonable cost to replace the lost or damaged personal effect; or
- b. The reasonable cost to restore or repair the damaged personal effect to its pre-loss condition; or
- c. Their market value at the time of the occurrence.

The maximum limit for any one (1) item belonging to you and your guests under the personal effects coverage is \$2,000. The maximum limit for any one item belonging to a crew member under the personal effects coverage is \$500. The coverage limit per occurrence for personal effects is \$20,000 in the aggregate unless otherwise shown on your Certificate of Insurance.

Personal effects coverage shall apply to your personal effects and those of your guests and crew members while those personal effects are on board your boat.

Proof of ownership will be required to substantiate any claims for personal effects.

The personal effects cover limits provided by the policy are not payable over and above the sum insured in the event of a total and or constructive total loss.

Unless otherwise agreed in the policy, the excess for Personal Effects coverage is \$200.

- **Water Sports Equipment**

We will pay up to the water sports equipment coverage limit, the lesser of the following three alternatives:

- a. The reasonable cost to replace the lost or damaged water sports equipment; or
- b. The reasonable cost to restore or repair the damaged water sports equipment to its pre-loss condition; or
- c. Their market value at the time of the occurrence.

The maximum limit for any one (1) item belonging to you and your guests under water sports equipment coverage is \$2,000. The coverage limit per occurrence for water sports equipment is \$20,000 in aggregate unless otherwise shown on your Certificate of Insurance.

Water Sports Equipment coverage shall only apply to your water sports equipment while on board your boat.

Proof of ownership will be required to substantiate any claims for water sports equipment.

The water sports equipment cover limits provided by the policy are not payable over and above the sum insured in the event of a total and or constructive total loss.

Unless otherwise agreed in the policy, the excess for this coverage is \$200.

- **Excesses**

The excess shown on your Certificate of Insurance is the amount of a covered loss you will pay for each occurrence and for which there will be no payment under this policy.

Unless otherwise agreed in the policy, the excess shown on your Certificate of Insurance will not apply in the event of a total or constructive total loss of your boat.

Unless otherwise agreed in the policy, in the event of physical loss or damage to your boat whilst berthed at its usual berth as shown on your Certificate of Insurance the excess shown on your Certificate of Insurance will not apply.

In the event of physical loss or damage to your boat caused by a named cyclone, a named cyclone excess of \$5,000 or 5% of the total claim, whichever is greater will be applied. This excess will apply in the event of a Partial, Total and/or Constructive Total Loss. This excess will not apply if your boat is secured ashore on its own trailer and reasonable care has been taken to protect your boat from the named cyclone.

If your boat is under 10 meters in length overall and designed to be legally trailered on its own trailer, in the event of physical loss or damage to your boat caused by submersion an excess of \$2,000 will apply in the event of Partial, Total, and/or Constructive Total Loss. This excess will not apply if at the time of the occurrence your boat is either kept in a berth, on its own trailer, or has only been left unattended for less than 24 hours.

Unless otherwise agreed in the policy, in the event of physical loss or damage to your tender only, there shall be no excess applied.

In the event of direct partial physical loss or damage to your boat solely caused by the fault or neglect of a third party not insured under this policy, there shall be no excess applied to such loss provided you can identify the third party (name, address and telephone number and their Insurance Company(if any)) who was at fault.

When one (1) occurrence gives rise to claims under boat, motor, contents, equipment and accessories, watersports equipment and/or personal effects coverages, the claims under those coverages shall be subject to the highest single excess applicable to any one (1) such claim.

D. Additional Property Coverage

Unless otherwise agreed in the policy, the following additional property coverage is provided in addition to the sum insured. This additional coverage is subject to all policy terms, conditions and exclusions.

- **Safeguarding Damaged Property**

If a covered loss occurs, every insured person must take all lawful and reasonable measures, including making or arranging for temporary repairs, to protect the covered property from further damage and mitigate any loss payable under this policy.

After a loss covered by this policy, we will pay the reasonable costs incurred by an insured person to protect or recover your boat from further loss or damage up to the sum insured.

We will pay the reasonable cost of salvage and towage services provided under a written contract which fixes the amount of compensation for such services and other related expenses necessarily incurred by an insured person so as to avoid or minimise a loss that would be covered under this insurance.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Precautionary Measures**

We will pay up to the precautionary measures coverage limit of \$5,000 for reasonable costs incurred by an insured person to move your boat to a place of safety from harm's way whilst your boat is under threat of windstorm, tidal surge or wave, or fire at your boat's berth, mooring or place of storage.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Wreck Removal**

If you are legally obligated to raise, remove or destroy the wreck of your boat, we will pay all reasonable costs you incur to raise, remove or destroy the wreck.

- **Inspections**

We will pay the reasonable costs you incur of inspecting your boat for physical loss or damage after grounding, whether or not any damage is found.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Emergency Expenses**

We will pay for necessary and reasonable emergency expenses without physical loss or damage to your boat including:

- Commercial towing fees to the nearest place where necessary repairs can be carried out;
- Delivery costs of fuel and other essential supplies, but excluding the costs of the fuel or supplies; and
- The cost of emergency parts and labour done on board your boat at the location of breakdown.

We will pay up to the emergency expenses limit of \$5,000 for each occurrence.

This coverage applies only if your boat is disabled for any reason other than a loss covered by this policy.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Trailers**

We will cover physical loss or damage to your trailer used with your boat. For a covered loss, we will pay the lesser of the reasonable costs to repair or its market value.

Unless otherwise agreed in the policy, this coverage is subject to the excess shown on your Certificate of Insurance. No excess is applicable in the event of

physical loss or damage solely to your trailer's tyre/s and or rim/s due to impact which causes the tyre to puncture, burst, blow out.

- **Temporary Emergency Accommodation**

In the event of physical loss or damage to your boat, if you are more than 100kms from the mooring location shown on your Certificate of Insurance and we agree that you cannot stay on your boat, we will pay up to \$250 per day for temporary emergency accommodation for Insured Persons for up to 7 days.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Tournament Coverage And Yacht Racing Fee Reimbursement**

We will cover you for the loss of entry fees paid by you should a claim be payable under this policy causing you to miss or withdraw from a fishing tournament or yacht race. The cover provided by this benefit will only be paid if physical loss or damage to your boat necessitates your withdrawal. The maximum we will pay is the Tournament Coverage and Yacht Racing Fee Reimbursement limit of \$2,000.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Lost Keys Coverage**

We will cover you for the loss or theft of the keys of your boat including the costs associated with recoding the new keys. The maximum we will pay is the Lost Keys Coverage limit of \$1,500.

Unless otherwise agreed in the policy, there is no excess for this coverage.

- **Replacement Boat**

If you sell your boat during the period of insurance, we will cover any boat with a maximum design speed up to 60 knots that is reasonably similar to your boat, which you acquire by purchase to replace your boat, and used by you solely for private pleasure purposes during the period of insurance. Coverage for your replacement boat is up to the purchase price of the replacement boat. This coverage is in effect for a period of twenty one (21) days from the date of purchase, and subject to all terms, limits, excesses, conditions and exclusions of this policy. However, you must request coverage within twenty one (21) days of the date of purchase and you must pay the premium we determine.

E. Loss Payee/Interested Parties

If a person's (eg credit provider or other insureds) interest is named in this policy, any claim payable will be paid to such person and you, as interests appear. If more than one (1) loss payee is named, the order of payment will be the same as the order of precedence of such persons.

F. Property Exclusions

These exclusions apply to Part III – Property Coverage.

There shall be no coverage under Part III – Property Coverage for any coverage specified in Part III for loss, damage, claim or expense attributable to or resulting directly or indirectly, in whole or in part or in combination with any other cause or causes from or in respect of:

- **Gradual or Sudden Loss**

Osmosis, blistering, fiberglass or surface coat blistering, electrolysis, delamination, rust, corrosion or oxidation, marine life, marine borers, moth or vermin, rot, fungi, mould or infestation, warping or shrinkage,

change of temperature or humidity, deterioration, lack of maintenance, lack of reasonable care, lack of reasonable protection and/or security, wear and tear or inherent vice.

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- **Manufacturing and Design Defects**

Any faulty workmanship, defect in design or defect in manufacture of your boat or any additional or replacement part, component or system of your boat. However, we will cover you for professional repairer's negligence.
 - **Latent Defect**

Any repair or replacement of any latent defect in your boat, however, any subsequent physical loss or damage to your boat resulting or caused directly by the latent defect will be covered.
 - **Mechanical Breakdown**

Any physical loss or damage to your boat's motors in connection with mechanical breakdown. However this exclusion does not apply if all of the following apply:

 1. Your motors have been manufactured within the last 5 years;
 2. Your motors have been regularly serviced and maintained in accordance with the manufacturer's recommendations, and you can provide copies of records of that service;
 3. Your motors are not covered under the manufacturer's original warranty or any extended warranty; and
 4. The physical loss or damage did not result from the failure of maintenance items such as seals, gaskets and filters.

Any claim that we accept for mechanical breakdown will be subject to an excess of 10% of the total motor claim or the excess named in this policy, whichever is greater.
 - **Motors Secured to Your Boat**

Any physical loss or damage to any motor when secured to your boat in a manner other than specified or recommended by the manufacturer of the motor or of your boat.
 - **Cash or Valuable Papers**

Cash, cheques, money orders, bank drafts, travel tickets, traveller's cheques, postage stamps, certificates, bonds, negotiable instruments, or any intangible property.
 - **Computer Software**

Computer software, programs or data unless this software forms part of your marine electronics.
 - **Loss of Use or Value**

Any loss of use, including loss of profits or loss of market value or any other consequential loss or damage.
 - **Transit**

Any item in transit on board your boat or being delivered to or from your boat, not adequately packed, stowed and secured relative to its value and the method of transportation.
 - **The Weight of Your Boat**

Any loss arising out of the boat exceeding the rated capacity of your trailer or other land conveyance vehicle.
 - **Cargo Vessel Transit**

The loading, unloading or transportation of your boat on board a cargo vessel or any other form of commercial marine carrier.
 - **Provisions**

Any loss or damage to the fuel, lubricants, consumables, provisions and stores of your boat, except as otherwise provided for in this policy.
 - **Sails**

Loss or damage to sails caused by normal wear and tear and/or wind or water.
 - **Theft of Watersports Equipment and Personal Effects**

Any theft of watersports equipment and personal effects unless there is physical evidence of violent and forcible entry into your boat or the loss involves violent and forcible removal of the items from the place of storage of your boat.
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Part IV – Legal Liability Coverage

A. Insuring Agreement

We will pay damages an insured person is legally obligated to pay for bodily injury or property damage arising from the ownership, operation, maintenance or use of your boat and caused by an occurrence covered in this policy and subject to the geographic limits. This coverage is also subject to all policy terms, conditions and exclusions.

The most we will pay for all claims for bodily injury and property damage as a result of any one (1) occurrence is the Legal Liability coverage limit shown on your Certificate of Insurance of this policy. This insurance applies separately to each insured person against whom a claim is made or a suit is brought, but we will pay no more than the limit shown on your Certificate of Insurance for any single occurrence regardless of the number of insured persons, boats insured, claims made or persons injured under this policy.

Unless otherwise agreed in this policy, there is no excess for any coverage provided under Part IV– Legal Liability Coverage.

B. Defence Coverage and Claim Expense

We will pay the legal costs to defend an insured person with our prior written consent against any civil action, including trial and appeals against any suit seeking covered damages for bodily injury and/or property damage caused by an occurrence arising from the ownership, operation, maintenance or use of your boat, even if the suit is false, fraudulent or groundless. We reserve the right to select counsel. We may also investigate and settle any claim or suit at our sole discretion. The limit of this coverage is included within the Legal Liability limit shown on your Certificate of Insurance.

We will also pay:

1. All reasonable court costs and expenses awarded against an insured person.
2. Reasonable expenses incurred by an insured person at our request up to a total of \$10,000 for assisting us in the investigation or defence of a claim or suit.
3. Interest on the entire judgment, which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the amount of coverage.
4. All prejudgment interest awarded against an insured person on that part of the judgment we pay or offer to pay. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the amount of such judgment.

Our duty to defend any claim or suit arising out of a single occurrence ends when the amount we have paid in damages for that occurrence equals the Legal Liability coverage limit shown on your Certificate of Insurance of this policy.

C. Marine Environmental Damage Coverage

We cover damages an insured person is legally obligated to pay up to a maximum of \$500,000 inclusive of defence coverage and claim expense for marine environmental damage caused by an occurrence arising from the ownership, operation, maintenance or use of your boat, subject to the terms, conditions and exclusions of this policy. This coverage shall be included in the Legal Liability limit shown on your Certificate of Insurance for any one (1) occurrence.

We also provide fines/penalties coverage up to a limit of \$50,000 for payment of any government fine or penalty incurred by you for marine environmental damage caused by any one (1) occurrence providing there was no intentional act or misconduct by you. The limit of this marine environmental damage is included within the Legal Liability limit shown on your Certificate of Insurance.

D. Operating Other Watercraft

When your boat is not in use and subject to all policy terms, conditions and exclusions, including the coverage limit for Legal Liability coverage shown on your Certificate of Insurance, we cover damages for bodily injury and/or property damage caused by an occurrence that you are legally obligated to pay resulting from your operation or use of another boat with a maximum design speed up to 60 knots which is neither owned nor chartered by you.

E. Additional Legal Liability Coverage

These additional Legal Liability coverages are provided in addition to the Legal Liability coverage limit shown on your Certificate of Insurance. This additional coverage is subject to all policy terms, conditions and exclusions. The excesses shown on your Certificate of Insurance apply to these coverages.

F. Replacement Boat

If you sell your boat during the period of insurance, we will pay damages an insured person is legally obligated to pay for bodily injury and/or property damage caused by an occurrence arising from the ownership, operation, maintenance or use of any replacement boat with a maximum design speed up to 60 knots that is reasonably similar to your boat, which you acquire by purchase and you use solely for private pleasure purposes during the period of insurance. This additional coverage is in effect for a period of twenty one (21) days, from the date of purchase, and subject to the Legal Liability coverage limit shown on your Certificate of Insurance and all other terms, conditions and exclusions of this policy. However, you must request coverage within twenty one (21) days of the date of purchase and you must pay the premium that we determine.

G. Legal Liability Exclusions

The following exclusions apply to Part IV – Legal Liability Coverage:

There shall be no coverage under this Part IV – Legal Liability Coverage for any loss, damage, liability, claim, cost of defence or expense attributable to or resulting directly or indirectly, in whole or in part from or in respect of:

- **Care, Custody or Control**
Property damage to property owned by, or in the care, custody or control of, an insured person, family member or domestic partner.
- **Bodily Injury, Illness or death**
Any liability for bodily injury to a person who is covered or should have been covered by any compulsory insurance, including compulsory third party insurance or compulsory medical insurance.
- **Towing**
Any liability for any occurrence when a trailer is connected to a motor vehicle or any occurrence involving the towing of any persons or objects in the air.
- **Asbestos**
Any liability arising out of asbestos or any product containing asbestos.
- **Liability arising out of Water Skiing or Aquaplaning**
Any occurrence while your boat is being used for water skiing or aquaplaning. This exclusion does not apply if your Certificate of Insurance shows the Water Skiers Inclusion Endorsement.
- **Jurisdiction of Courts Outside of New Zealand**
Any actions brought against you in a court outside of New Zealand or a New Zealand court that applies law that is not New Zealand Law.
- **Employee Benefits**
Any act, error or omission in respect of the provision of employee benefits of any kind by you.
- **Liability to Paid Crew**
Damages (including, if applicable, maintenance and cure, repatriation and other related expenses) for which you and/or any insured person are legally liable to pay a crew member under New Zealand Health and Safety law or other similar law of any nation in respect of your legal liability to any crew member.
- **Contractual Liability**
Any liability assumed by an insured person under any contract or agreement, including indemnification agreements, without our prior permission, except for an agreement executed between an insured person and boat club, boat yard, ship yard, marina or other similar facility for the exclusive purpose of slipping, hauling, mooring, storing or launching your boat, by such boat club, boat yard, ship yard, marina or other similar facility where the boat(s) is kept, except in instances of gross negligence or intentional/wilful acts.

Notwithstanding the foregoing, no cover will be provided where an insured person assumes liability under any contract or agreement (including indemnification agreements) with a boat club, boat yard, ship yard, marina or other similar facility if your boat is having repair work or alterations (other than scheduled routine maintenance), boat refitting or any hot work performed in connection with any repair, alteration, routine maintenance or refitting in a boat yard, ship yard or marina, or by any ship or marine repairer.

For the purposes of this exclusion “hot work” shall mean any operation that results in the release of sufficient heat, energy, hot particles or flames to ignite flammable materials or vapours in and/or near the area of work including, but not limited to, welding, cutting, brazing, arcing, grinding or other fire spark producing operations, which includes the use of hot rivets or other similar work.
- **Obligatory Repatriation**
Any liability for repatriation costs and expenses in respect of any crew member if such expense is payable by reason of (i) the end of the crew member’s contractual term of service (whether by contract or by agreement) with you, (ii) the sale or disposal of your boat, (iii) the arrest, detainment or seizure of your boat or (iv) the laying up of your boat.

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- **Unauthorised Use**

Any occurrence while your boat is being operated or used without your prior consent.
 - **Motorised Land Vehicles**

The ownership, operation, maintenance, use, loading or unloading of any motorised land vehicle, including any such vehicle engaged in the overland transportation of your boat.
 - **Humiliation, Harassment or False Arrest**

Any liability arising from actual, alleged or threatened humiliation, harassment, false arrest, false imprisonment, wrongful detention, libel, slander, defamation of character or invasion of rights of privacy, malicious prosecution, shock, emotional distress, mental injury, wrongful entry or eviction.
 - **Discrimination**

Any liability arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or identity or any other discrimination.
 - **Sexual Molestation or Corporal Punishment**

Any liability arising out of any actual, alleged or threatened;

 1. Sexual molestation, misconduct or harassment;
 2. Corporal punishment; or
 3. Sexual, physical or mental abuse by any person.
 - **Transmittable diseases**

Any liability from any illness, sickness or disease transmitted intentionally or unintentionally by any insured person to anyone. We also do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness or disease.
 - **Diving Activities**

Any liability arising out of diving activities or the use or provision of diving or air compression equipment or the supply of compressed gasses
 - **Insured Person:**

Any legal liability for bodily injury to an insured person. However, this exclusion does not apply if any person, including a crew member, operating your boat with your permission is legally obligated to pay for bodily injury to an insured person arising from the ownership, operation, maintenance or use of your boat and caused by an occurrence covered in this policy and subject to the geographic limits. This exception is also subject to all policy terms, conditions and exclusions.
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Part V – Personal Accident Coverage

You are covered in the event of:

- death; or
- an injury causing permanent and total loss of:
 - sight of an eye;
 - the use of a limb; or
 - the thumb or any finger;

caused directly and solely by a violent, visible, and external occurrence while you are using your boat for private pleasure purposes or voluntary rescue work.

We will pay up to:

- \$50,000 or the amount shown on your Certificate of Insurance for Personal Accident Coverage for claims involving death, permanent and total loss of use of a limb or the permanent and total loss of sight of an eye;
- up to 20% of \$50,000 or of the amount shown on your Certificate of Insurance for Personal Accident Coverage 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 occurrence providing that the costs are not covered by Medicare, workers 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 occurrence which occurred whilst using your boat.

The cover under Part V – Personal Accident Coverage only applies to insured persons shown on your Certificate of Insurance. If more than one individual is shown as an insured person on your Certificate of Insurance the amount payable to the individual claiming under Part V – Personal Accident Coverage will be limited to the amount payable, divided by the number of individuals shown on your Certificate of Insurance as insured persons.

Our payment is subject to the individual claiming under Part V – Personal Accident Coverage obtaining medical attention for the accidental injury from a registered medical practitioner and undergoing any medical examination requested by us.

We will not pay for any claims for Part V – Personal Accident Coverage where providing such payment would result in us contravening the Accident Compensation Act 2001 or any applicable 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 total loss of sight of an eye occurs after 12 months of the date of the occurrence.

Part VI – General Exclusions and Conditions

The following general exclusions and conditions apply to all parts of this policy:

A. General Exclusions

There shall be no insurance under any provision of this policy for any loss, damage, liability, claim, cost of defence or expense resulting directly or indirectly, in whole or in part from or in respect of:

- **Command and control of your boat**

Any occurrence whilst the person in command and control of your boat is:

- a. unlicensed when a licence is necessary;
- b. a person without adequate experience to reasonably control the boat;
- c. under the influence of alcohol or drugs;
- d. a person who has been refused boat insurance within the last five years unless you have advised us of the refusal and we have agreed in writing to cover that person under the policy.

This exclusion does not apply if you can prove that:

- You did not know or had no reason to suspect that the person in control of your boat fell into any of the aforementioned categories;
- It was reasonable for that person to assume control of your boat as a result of an unforeseen emergency.

- **Nuclear Hazard**

Nuclear Hazard, including the following and any consequence of the following:

- a. Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- c. The use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- **War**

War, including the following and any consequence of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike acts by a military force or military personnel; or
- c. The destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

- **Chemical Weapons and Cyber Attacks**

Chemical Weapons and Cyber Attacks, including the following and any consequence of the following:

The use or threatened use of:

- a. Any chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material; or
- b. Any computer, computer system, software program, virus or process, or any other electronic system, as a means for inflicting harm, or the consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss or damage. We also do not cover any loss, damage, liability, claim, cost of defence or expense caused by any action taken in hindering or defending against the use or threatened use of any of these.

- **Terrorism**

Terrorism, including the following and any consequence of the following:

The use or threat of force or violence, by an individual or group acting alone, on behalf of or connected to any organisation or government, which gains its motivation from political, religious or ideological beliefs with the intent to influence any government or the public by the use of fear or from an act of terrorism.

- **Confiscation**

Confiscation, including the following and any consequence of the following:

The capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or destruction of or damage to property by any government or under the order of any government or public or local authority of the country in which your boat is owned, located or registered except as otherwise provided in Part III – Property Coverage - C. Payment of a Loss, Government Action.

- **Intentional Acts**

Intentional Acts, including the following and any consequence of the following:

- any intentional act by an insured person who directs, permits, approves of or participates in any dishonest, criminal, wilful, intentional or malicious act or omission by any insured person.
- any claim arising from acts or omissions of any person which are intended to or would inevitably result in physical loss or damage, bodily injury or property damage. This exclusion applies even if the physical loss or damage, bodily injury or property damage is of a different kind or degree, or sustained by a different person than would be expected or intended by the insured person.

- **Fines or Punitive Damages**

Except as otherwise expressly provided in the policy, any fines, penalties, punitive, exemplary or non-compensatory damages, or any damages resulting from the multiplication of compensatory damages regardless of the cause of loss.

- **Illegal Activity**

The use of your boat for any illegal purpose including but not limited to the transport of any illegal substance.

- **Chartering or Commercial Use**

The use of your boat for any purpose other than private pleasure purposes. Your boat cannot be chartered, leased or used for any commercial purposes at any time. Entertaining business clients on your boat is not considered charter or commercial use.

- **Towing**

The towing of any other boat or watercraft except your tender by your boat unless previously approved by us in writing. This exclusion shall not apply if you are rendering emergency assistance to a distressed boat.

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- **Racing and Competitive Use**

Any occurrence during instruction, testing, preparation or participation for or in any race, speed contest or similar competition unless you have advised us and we have agreed to cover it in writing. Notwithstanding the foregoing, you are covered for sailboat racing provided such races are not over 125 nautical miles in length.
 - **Para-Sailing, Kite Surfing/Boarding or Teak Surfing**

Any occurrence while your boat is being used for para- sailing, kite surfing/boarding, teak surfing or similar activity.
 - **Aircraft**

The ownership, maintenance, use, loading or unloading, transporting or towing of any aircraft.
 - **Claims Settled Without Our Consent**

Any claim of a third party which you have settled or where you have accepted liability without our written consent regardless of the cause of loss. Nor do we cover any cost, expense or judgment for a suit brought or defended without our written consent.
 - **Unseaworthy state**

Loss, damage or liability caused by your boat not being seaworthy or in defective condition. This exclusion will not apply if you can prove to us that you did not know, or could not reasonably have known, that your boat was not seaworthy or defective at the time.
 - **Modifications**

The modification of your boat unless you have advised us and we have agreed to extend cover in writing.
 - **Parts**

Mechanical parts that are not in accordance with the manufacturer's original specifications.
 - **Engine Power**

Any occurrence when your boat or any boat covered by the policy was fitted with a motor more powerful than that recommended by the manufacturer of your boat.
 - **Unsuitable Mooring**

Any occurrence where the mooring for your boat was not:

 - of a suitable design and weighting for your boat;
 - appropriately sited;
 - in good order and regularly maintained on an annual basis.
 - **Speed**

your boat or any boat covered by the policy exceeding the speed limit shown on your Certificate of Insurance;
 - **Bushfire or Named Cyclone Waiting Period**

A bushfire or Named Cyclone within the first 48 hours of the original start of the policy (not including a renewal) unless you bought your boat on the start date of the policy or you previously held cover for your boat under another insurance policy, with equivalent cover, with another insurance company and cover was then provided under this policy without interruption in cover.
 - **Electronic Equipment (alignment issue)**
 - Electronic or mechanical derangement of electronic equipment, data, viruses, malfunction and processing errors.
 - Overheating
 - Overheating of a motor or seizure unless caused by a covered loss under the policy.
 - **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.
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B. General Conditions

We will not be liable to pay any claim under this insurance unless you and any insured person comply with all the requirements in the following conditions.

- **Duties after an occurrence**

In the event of an occurrence which may give rise to a claim under this policy, or if you and any insured person under this policy are sued in connection with an occurrence which may be covered under this policy, you and any insured person must:

- a. Give prompt notice to us as soon as possible of any incident that may result in any kind of claim under this policy. If you think a crime has been committed, you must also tell the police and, if appropriate, the coast guard or other maritime authority.
- b. Protect the property from further damage.
- c. Preserve the properties, equipment or instrumentalities involved in any accident, which might be reasonably believed to be involved in damage to property (including property covered by this insurance) or injury to persons and deliver to us at our request and expense.
- d. Keep an accurate record of all repair expenses and provide us with bills (quotations, invoices, etc.), receipts and related documents.
- e. As often as we reasonably require:
 - i. Allow inspection and testing of the damaged property;
 - ii. Provide us with records and documents we request; and
 - iii. Submit to separate examination under oath.
- f. Send to us upon our request, your signed, sworn proof of loss that sets forth, to the best of your knowledge:
 - i. The time, place and cause(s) of loss;
 - ii. The interest of all others in the property;
 - iii. Other insurance which may cover the loss; and
 - iv. The full amount claimed under each coverage for which a claim is made.
- g. Provide us with the names and addresses of any known persons injured and any available witnesses.
- h. Provide us immediately upon receipt with any demand letters, letters of representation, suit papers and other documents that will help us defend any insured person.
- i. Assist and cooperate with us in the conduct of the defence by helping us:
 - i. To make settlement;
 - ii. To enforce any right of contribution or indemnity against any person or organization who may be liable to an insured person;
 - iii. To attend hearings and trials; and
 - iv. To secure and give evidence and obtain the attendance of witnesses.

- **Abandonment**

No action which either you or we take to save, protect or recover your boat will be regarded as a waiver or acceptance of abandonment nor will it prejudice the rights of either you or us.

- **Appraisals of Physical Loss or Damage**

If you and we fail to agree on the amount of physical loss or damage to property covered under PART III - PROPERTY COVER, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within 20 days. The independent appraisers will select a third appraiser within 15 days. If a third appraiser is not agreed upon within that time each appraiser within seven days thereafter, shall propose to the other in writing the names of three appraisers together with their curriculum vitae for consideration as the third appraiser. Each appraiser, within seven days thereafter, shall strike two names from the other party's list; and the third appraiser shall then be selected by the drawing of lots. If either appraiser fails to propose the names of three appraisers or to strike two names as required above, the non-defaulting party will appoint the third appraiser from its list. The independent appraisers will then appraise the loss and submit any differences to the third appraiser. Each independent appraiser will be paid by the party selecting him. The expenses of the third appraiser shall be shared equally between you and us.

- **Premium Fully Earned**

If you have a total loss or a constructive total loss of your boat during the period of insurance, the full premium for the policy shall be considered fully earned and you shall receive no return premium on cancellation of your policy.

- **Co-Insureds**

Any denial, defenced or voidance of coverage for any claim based on the acts, omissions, breach of warranty or condition by one (1) insured person shall also apply against any claim by any other insured person.

- **Duplicate Coverage**

If a loss is covered under more than one (1) part of this policy, we will pay you under the part giving you the greatest amount of coverage, but not under more than one part. In no event will we make duplicate payments for a single loss.

- **Due Diligence**

It shall be the duty of every insured person to exercise due diligence to maintain all insured property in seaworthy condition and reasonably fit in all respects for the intended use of such insured property.

- **Sale, transfer or change in ownership**

If any interest in your boat is sold or transferred to a new owner, or any interest in the owning legal entity is changed, without our written consent, this insurance will be of no further force and effect and cancelled from the time of such sale, transfer or change.

If your boat is at sea at the time of such sale, transfer or change, this insurance will continue until the boat arrives at a safe port, provided you request us to provide such coverage in advance.

- **Waiver or Impairment of Subrogation**

We shall acquire all insured persons' full rights to recovery and shall be entitled to subrogation against all parties responsible for any occurrence giving rise to a total, constructive total or partial loss covered by this insurance to the full extent of any payments we make under this section. Our rights of recovery and subrogation against all responsible parties shall be superior to any other rights of any insured person to recover against any responsible parties and shall supercede any insured person's rights to be made whole.

We shall bear all costs and expenses of our claims for subrogation and recovery, including attorneys' fees, and shall have full authority to compromise and release our claims and rights of subrogation without consultation with or agreement by any insured person.

All insured persons agree to provide their full cooperation with and assistance to our efforts to make recovery against responsible parties, including, but not limited to the provision of their testimony under oath at depositions and at trials (and to travel for those purposes upon our request and with reimbursement of reasonable expense), access to physical evidence, including the insured boat and its parts and components, for examination and testing, along with documents and electronic data, and to assist in obtaining testimony under oath at depositions and at trials of other witnesses including current and former crew members, vessel managers and other employees and contractors of any insured person.

You and any insured person must not do anything to impair such rights of recovery.

At our request, you or an insured person will bring an action at our expense, transfer or assign those rights to us and help us enforce them or your rights and cooperate with us in our attempt to recover our payment.

No one covered under this policy or acting on their behalf shall waive, limit or impair our right to recover and/or the amount to recover against a third party before or after a loss.

- **Salvage**

In the event we have paid your claim for any item that has been damaged where the amount paid has been based on the total loss of that item, we shall be entitled to, but not obligated to, take legal ownership of the item for which we have paid the claim, irrespective of its condition. You agree to provide to us all legal rights and title in the item if requested by us, where we have elected to take legal ownership of the item under this condition. This condition shall not apply where we have elected to pay the cost of any repair to your item.

When we pay a partial loss, we reserve the right to keep the remains, or the proceeds of sale, of any parts removed from your boat in connection with the repair of a partial loss, if any, up to the amount of our loss payment.

- **Assignment**

No assignment of or change of interest in this insurance or in any amount payable under it will be binding on or recognised by us.

No one covered under this policy may assign or turn over any right or interest in regard to the policy without our written consent.

- **Changes**

No change or modification of this policy shall be effective except when made by written endorsement issued by us.

- **No Benefit to Bailee**

This insurance shall not benefit any bailee.

- **Misrepresentation or Non-Disclosure**

We may decline to meet a claim and cancel the policy if any material information provided to us is inaccurate, untrue or if any material information has been withheld or omitted from disclosure, by or on behalf of the insured person.

Notwithstanding the foregoing, any fraudulent deliberate misrepresentation or concealment of information will void this policy from inception. If this happens, the insured person will lose any benefit that may have been due to them and must pay back any benefit that we have already paid them.

- **Bankruptcy or Death**

The filing of voluntary or involuntary bankruptcy proceedings by you (or filing for similar relief) shall not relieve us of any of our obligations. However, an insured person must notify us immediately upon filing or service of legal documents initiating any such proceedings.

Further, if an insured person dies or becomes bankrupt or insolvent during the period of insurance, this policy, unless cancelled, will cover the insured person's legal representative for the remainder of the period of insurance.

- **Cancellation**

You may cancel this policy at any time by notifying us of the future date that the cancellation is to take effect.

We may cancel this policy in accordance with applicable New Zealand law.

Subject to any term to the contrary and provided there has been no claim under the policy and there is no legal reason not to return the premium, then in the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as reasonably possible afterwards.

The unearned premium will be computed pro rata for the unexpired term of the policy.

- **Law**

This policy shall be governed by and construed in accordance with the laws of New Zealand.

- **Jurisdiction**

Unless the Certificate of Insurance provides to the contrary this policy is subject to the exclusive jurisdiction of the courts of New Zealand which shall have exclusive jurisdiction in any dispute arising hereunder.

- **Construction, Severability and Conformity to Law**

If any provision contained within this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, such invalid, illegal or unenforceable provision shall have no effect on any other valid, legal and enforceable provisions of this policy, and the valid, legal and enforceable provisions of this policy will continue to remain in full effect. Any invalid, illegal or unenforceable provision shall where permitted be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

- **Fraud**

Any fraud, deliberate dishonesty, or hiding of information connected with a claim by an insured person, will make this policy invalid so far as concerns that insured person. If this happens, the insured person will lose any benefit due to them and they must pay back any benefit that we have already paid. If this happens, we will not refund any premiums.

- **Payment of premium**

You must pay the premium shown in the Certificate of Insurance. No cover will be provided the premium is not paid.

- **Goods and Services Tax (GST)**

Provided that Goods and Services Tax (GST) is recoverable by us any limit of our liability expressed in this policy is exclusive of GST to the intent that, in the event of a claim, we will pay a maximum of that limit plus GST to a maximum of the current rate of GST applied to that limit; or if no limit is expressed, we will pay the amount of the claim plus GST at the current rate.

- **Claims Notification/Our Contact Details**

Either you or your Agent/Broker acting on your behalf must make a claim by one (1) of the following methods:

Notifying us directly on our claims contact numbers:
Nautilus Marine : 0800 455 003
Or via e-mail at customerservice@nminsurace.co.nz



Nautilus Marine Underwriting Agency Ltd

Speak to the experts that give you the best solutions, Nautilus Marine.

Cover arranged by Nautilus Marine and Underwritten by AIG.

Company No.: 3032800 **FSP:** 388326 **P:** 0800 455 003

E: customerservice@nminsurace.co.nz **M:** PO Box 105647 Auckland City Post Shop Auckland, 1143

www.nautilusinsurance.co.nz