



Trailercraft Policy Wording

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Thank you for selecting PIC Insurance Brokers to provide **you** with insurance cover for **your vessel**.

Please read this document which forms part of **your** legal contract under which both parties are required to meet certain obligations and conditions.

The insurance contract consists of the following three parts:

1. the information **you** have provided in the **application**,
2. the **schedule**, and
3. this policy wording.

YOUR DUTY OF DISCLOSURE

When **you** apply for insurance **you** have a legal duty of disclosure. Subject to the rights set out in the Criminal Records (Clean Slate) Act 2004, **you** must tell **us** all information **you** know (or could reasonably be expected to know) which would influence the judgement of a prudent insurance company whether or not to accept **your application**, and if it is accepted, on what terms and at what cost. This duty also applies when **you** renew, vary, extend or reinstate **your** policy. Failure to disclose all material information may result in avoiding **your** insurance policy. This means **your** policy would be deemed to have never existed and any claims would not be payable.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

FREE LOOK

If **you** do not wish to continue with the cover provided by this policy, **you** can cancel for a full refund, provided **you** tell **us** in writing within 14 days of the date cover commenced. **We** will cancel **your** policy as if it had never existed and refund in full any premium **you** have paid less any reasonable administrative costs related to the purchase and termination of the policy.

This does not apply if a claim has been made.

DEFINED WORDS

Words in bold have a specific meaning. The following section 'Definitions' lists these words and their meanings.

DEFINITIONS:

The definitions apply to the plural and any derivatives of the words.

For example, the definition of '**accident**' also applies to the words '**accidentally**', '**accidental**' and '**accidents**'.

Accident

Sudden, unexpected and unintended.

Act of terrorism

An act of force or violence and/or threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) that from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Annual period

The **period of insurance** but not more than 12 months.

Application

The information provided when requesting a quotation from **us**. Or any information provided by **you** to **us** when this policy was purchased.

Bodily injury

Accidental death of, or **accidental** physical injury to any person.

Electronic data

Consists of digital or analogue information, coding or instructions held in a form useable by an electronic system.

Event

A specific happening arising from one source or original cause.

Excess

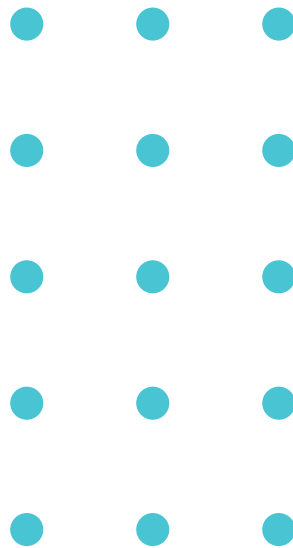
The first amount of any claim which **you** must pay as shown in the **schedule**.

Insured person

Any person shown in the **schedule** or family member who permanently resides with them.

Loss

Physical loss or physical damage.



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Named Skipper(s)

Those individuals noted on the **schedule** as named skipper(s).

Natural Disaster

Earthquake, flood, tsunami, volcanic activity, hydrothermal activity, geothermal activity, landslip and/or subsidence, subterranean fire or fire occasioned by, through or in consequence of any of the aforementioned perils.

New Zealand

1. The coastal or inland waterways of New Zealand;
2. Any area of sea that is not more than 200 nautical miles off the North and South Islands of New Zealand;
3. During transit in New Zealand, by sea or land, provided the transit is by a purpose-built **trailer**, transporter or beach trolley that is designed for transit of **your vessel**; and
4. On land in New Zealand.

Partner

The person with whom **you** are living in the nature of a marriage or de facto relationship.

Reparation

An amount ordered by a **New Zealand** Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002, but subject to any limit of liability under the Maritime Transport Act 1994.

Period of insurance

The cover dates shown in the **schedule** unless the policy is cancelled in which event the **period of insurance** will end on the effective date of cancellation.

Personal watercraft

A recreational jet-propelled watercraft that the rider sits or stands on, rather than inside of as in a boat.

Present value

The current reasonable cost to replace an item in **New Zealand** that is of equivalent age, quality, capability and is in the same general condition.

Schedule

The latest version of the schedule **we** issued to **you** for this policy.

Sum insured

The sum insured shown in the **schedule** for that Section or item.

Trailer

The road registered trailer shown in the **schedule** including its winch. The **sum insured** for the trailer is limited to the amount shown in the **schedule** up to 10% of the **sum insured** value unless a higher value is shown on the **schedule**.

Trailercraft

A boat used privately for pleasure purposes which:

1. when not in use, is either:
 - A. temporarily on a mooring for a period of no longer than 30 days; or
 - B. is removed from the water and is either trailered, kept on a dry stack or hard stand in a secure building or yard; and
2. when being transported on land in the ordinary course, is able to be carried on a **trailer** by **you**.

Uneconomic to repair

A total **loss** because **your vessel** and/or **trailer** is either uneconomic or unsafe to repair, or stolen and not recovered.

Vessel

The **trailercraft** or **personal watercraft** described in the **schedule**, including its auxiliary, dinghy and any other equipment or accessories that are either attached to or permanently kept on board the **vessel**.

We/Us

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA, NZ Company No. 5737531, FSP 445946).

You

the person(s) shown as the Insured in the **schedule**.

Insurance Agreement

You are insured for sudden **accidental loss** to **your vessel** during the **period of insurance** occurring in **New Zealand** in consideration of **you** paying the premium and in reliance upon the **application** and subject to the policy terms, policy exclusions and policy conditions as set out in this document.

COVER FOR YOUR VESSEL AND/OR TRAILER

SUBJECT TO THE PROVISIONS OF THIS POLICY, YOU ARE COVERED FOR THE FOLLOWING:

POLICY BENEFITS

Policy benefits also apply at no additional cost as per the following.

Sub-limits for additional cover are within the **sum insured** unless stated otherwise.

These benefits are subject to the terms of the policy, except where they are varied in the benefit.

ACCIDENTAL DEATH

We will pay \$30,000 to **you** or **your partner's** legal representative (respectively) if **you** or **your partner** dies directly and solely as a result of a **bodily injury** suffered during the **period of insurance** that occurs in connection with the use of **your vessel**. Provided that, the most **we** will pay, in total in respect of **you** and/or **your partner**, during the **period of insurance** is \$30,000.

In the event that **you** and **your partner** die concurrently, **we** will pay \$15,000 to each of your legal representatives. In all other circumstances the benefit will be paid to the legal representative of the individual who dies first.

We will not pay for death resulting from suicide. **We** will also not pay this benefit if the **period of insurance** is greater than 12 months and if the **period of insurance** is greater than 12 months this accidental death policy benefit is deleted in its entirety.

ADDITIONS

We will insure any additional property **you** purchase, during the **period of insurance**, in connection with or for use on **your vessel** up to 20% of the **sum insured** for the **vessel** or \$20,000, whichever is the lesser, subject to **you** providing **us** with receipts and invoices.

You must tell **us** of any additions prior to

your next renewal date. This does not apply to personal effects or recreational gear.

CONSIGNMENT

We will continue this policy, if **you** have consigned the care, custody and control of **your vessel** and/or **trailer** to a marine dealer for the purpose of sale, but only if **you** have retained **your** rights of recourse against the marine dealer or any third party.

MEDICAL EXPENSES

The reasonable costs up to \$5,000 in total incurred by **you**, **your partner** or **insured person** for any one **event**, for medical treatment directly and solely required as a result of a **bodily injury** following an insured **loss**.

This is in addition to the **sum insured**.

NO FAULT, NO EXCESS

If **your vessel** and/or **trailer** suffers an insured **loss** caused by a third party, no **excess** will apply subject to:

1. Sufficient information being provided for **us** to be satisfied that the third party was completely at fault;
2. contact information, third party **vessel** name, owners name and any other information required to positively identify the third party is provided by **you**;
3. **you** providing reasonable assistance to recover **your** claim from the third party; and
4. **you** not waiving **your** rights of recovery against the third party, whether in written contract or otherwise.

PERSONAL EFFECTS

Your personal effects are covered for **present value** up to \$10,000 whilst on **your vessel**, for any one **event** following an insured **loss**.

Personal effects include any articles of wearing apparel, eyewear, watches, cameras, action cameras, binoculars, mobile phones, tablets and possessions that would normally be used on a **vessel**.

Personal effects do not include any laptops, money, travellers' cheques, papers and documents, jewellery or fashion accessories.

PREVENTION OF LOSS

The reasonable costs incurred by **you** in trying to prevent or minimise an imminent **loss** to **your vessel** and/or **trailer** up to 25% of the **sum insured** for the affected item(s).

This is in addition to the **sum insured**.

RECREATIONAL GEAR

Your recreational gear being fishing, diving and water-skiing equipment, is covered for **present value** up to \$5,000 total unless a higher amount is agreed to, whilst on **your vessel**, for any one **event** following an insured **loss**. Recreational gear is not insured whilst in use.

REPLACEMENT VESSEL

A replacement **vessel** of a similar type is covered for 30 days under this policy from the date of purchase, subject to the replacement **vessel's** purchase price being the same or less than the current **sum insured**. However, **we** retain the right to accept or reject **your application** for cover and determine the terms upon which that cover is offered.

RESCUE COSTS

Reasonable costs for the rescue of **you**, **your** passengers or members of **your** crew from anywhere in **New Zealand** is covered up to \$25,000 for any one **event** following an insured **loss**.

This is in addition to the **sum insured**.

SALVAGE COSTS

Reasonable costs incurred to remove **your vessel** and/or **trailer** from anywhere in **New Zealand**, to the nearest place of repair following an insured **loss**. This includes emergency towing.

This is in addition to the **sum insured**.

WRECKAGE REMOVAL

Should **your vessel** be deemed **uneconomic to repair**, reasonable costs to remove **your vessel** and/or **trailer** is covered up to 10% of the **sum insured**, for any one **event** following an insured **loss**.

This is in addition to the **sum insured**.

YOU ARE NOT COVERED FOR ANY LOSS DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

BREAKDOWN OR FAILURE NOT INSURED

Mechanical and/or electrical breakdown or failure is not covered.

This exclusion only applies to the part of **your vessel** first affected. It does not apply to any resultant **accidental loss** to other parts of **your vessel**.

You are not insured for **loss** to the motors or electrical equipment of **personal watercraft** caused by water ingestion.

CAUSES NOT COVERED

1. Faulty design, faulty manufacturing, faulty construction or faulty assembly;
2. latent defect;
3. wear and tear, gradual deterioration, marine and non-marine infestations or weathering;
4. electrical current;
5. Servicing Agent or Vessel Hauler negligence unless instructed by **us**;
6. Malicious damage caused by a known person to **you**.

LOSSES NOT INSURED

Rot, corrosion, rust, mildew, delamination, electrolysis, fouling or loss of use are not covered by this policy.

THEFT OF AN UNSECURED VESSEL AND/OR TRAILER

Losses arising from theft of **your vessel** and/or **trailer** are not covered where the **vessel** and/or **trailer** is not contained within a locked and secure building/yard or not fitted with a suitable anti-theft device.

This exclusion does not apply where the theft is accompanied by violence, or threat of violence, to **you** or any other person.

THEFT OF UNSECURED PROPERTY

You are not covered for **loss** caused by theft of **your** property while **your vessel** is unattended, unless the property is locked securely within **your vessel** or removed from **your vessel** and stored in a locked and secure vehicle or building.

IMPORTANT: Please also read the section below, titled 'Policy exclusions that apply to all parts of this policy'.

SUBJECT TO A LOSS BEING COVERED UNDER THIS POLICY, WE WILL PAY:

ASSESSMENT COSTS

The reasonable assessment costs charged by the repairer to inspect **loss** or damage to **your vessel** and/or **trailer**.

Payments made for assessment costs are within the **sum insured** of the affected item(s) and are subject to the **excess**.

BASIS OF SETTLEMENT

At our option, **we** will use one of the following methods to settle the covered **loss** to **you**:

Vessel

1. Pay for the cost to repair to substantially the same condition as it was prior to the **loss** occurring,
2. Pay **you** the estimated cost of repairs,
3. Replace with the same make, model and specification, or
4. Pay **you** the **sum insured**.

Trailer

If the **trailer** is less than or equal to 5 years of age, **we** will:

1. Pay for the cost to repair to substantially the same condition as it was prior to the **loss** occurring,
2. Pay **you** the estimated cost of repairs,
3. Replace with the same make, model and specification, or
4. Pay **you** the **sum insured**.

If the **trailer** is older than 5 years of age, **we** will:

1. Pay for the cost to repair to substantially the same condition as it was prior to the **loss** occurring,
2. Pay **you** the estimated cost of repairs,
3. Replace with the same make, model and specification,
4. Pay **you** the **sum insured**, or
5. Pay **you** the **present value** at the time of **loss**.

Outboard motor or protective covers

If the outboard motor or protective cover is less than or equal to 5 years of age, **we** will:

1. Pay for the cost to repair to

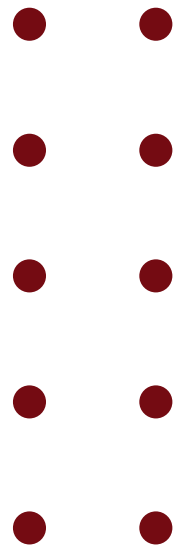
- substantially the same condition as it was prior to the **loss** occurring,
2. Pay **you** the estimated cost of repairs, or
3. Replace with same make, model and specification.

If the outboard motor or protective cover is older than 5 years of age, **we** will:

1. Pay **you** the **present value** at the time of **loss**.

MAXIMUM PAYABLE FOR SPECIFIED ITEMS

The most **we** will pay under Section One of this policy is the **sum insured** specified in the **schedule** plus any amount payable under any Policy Benefit under Section One which is stated to be in addition to the **sum insured**. However, in no circumstances, will **we** pay more than the amount specified in the **schedule** for any specified items which are only covered up to the **sum insured** of the affected item(s) specified in the **schedule**.



YOUR LEGAL LIABILITY:

WHAT YOU ARE COVERED FOR:

REPARATION

Reparation to a victim who has suffered an **accidental loss** of property or **bodily injury** as a result of **you** committing an offence during the **period of insurance** arising from an **accident** in connection with the use of **your vessel** or **trailer**, in **New Zealand** provided that:

1. **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with an offence in connection with the use of **your vessel** or **trailer**, which resulted in **loss** of property or **bodily injury** to another person; and
2. **we** must give our written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered or would be covered under the Accident Compensation Act 2001 and any amending, replacing or subsequent legislation ("the Act"). This exclusion applies also in the event of:

1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

Any reference to liability in Section Two – Your Legal Liability – 'You Are Not Covered For...', and in 'Policy Exclusions That Apply To All Sections of This Policy', includes liability to pay **reparation**.

YOUR LEGAL LIABILITY

Your legal liability and any necessary and reasonable defence costs for damage to anyone else's property or for **bodily injury** to any person occurring during the **period of insurance**, arising from an **accident** in connection with the use of **your vessel** or **trailer**, in **New Zealand**.

This cover also extends to any person using **your vessel** or **trailer** with **your** permission, providing the person using **your vessel** or **trailer** meets all the same conditions and limitations of this policy that **you** must meet.

POLICY BENEFITS

Policy benefits also apply at no additional cost as per the following:

These benefits are subject to the terms of the policy, except where they are varied in the benefit.

MANSLAUGHTER DEFENCE COSTS

You are covered for the legal defence costs up to \$10,000 necessarily and reasonably incurred to defend a charge of manslaughter arising from an **accident** in connection with the use of **your vessel** or **trailer** by **you** or any **insured person**, in **New Zealand** during the **period of insurance**.

Section Two 'You Are Not Covered For...' Liability & Costs – Clause E does not apply to this Policy Benefit.

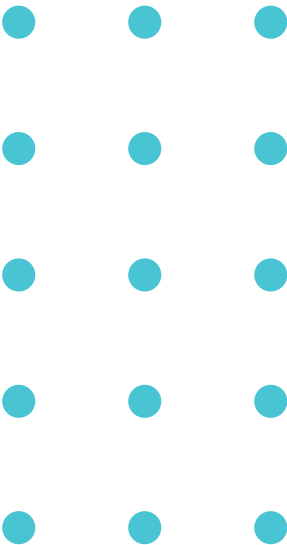
RAISING AND/OR REMOVING THE VESSEL OR TRAILER

You are covered for the costs necessarily and reasonably incurred by **you** in raising and/or removing **your vessel** or **trailer** during the **period of insurance** in **New Zealand**, where **you** are instructed to do so by a legally authorised statutory authority.

YOU ARE NOT COVERED FOR ANY LOSS DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

LIABILITY & COSTS

1. Legal liability or defence costs for **loss** to any property owned by **you** or anyone who claims under this policy.
2. Legal liability or defence costs while

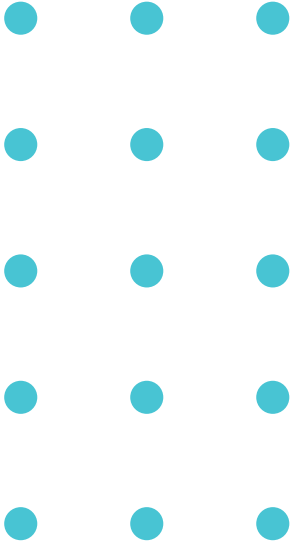


- your vessel** and/or **trailer** is in transit and attached to a motor vehicle.
- 3. Legal liability or defence costs for **bodily injury to you, your partner, an insured person**, or any other person operating the **vessel** or **trailer** at the time of the **bodily injury** that **we** insure under this policy.
 - 4. Fines and/or penalties.
 - 5. Legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
 - 6. Legal liability or defence costs in any way connected with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by an insured **loss**.

WHAT WE WILL PAY:

MAXIMUM AMOUNT PAYABLE

The most **we** will pay under Section Two of this policy is \$5,000,000 for any insured **event**, and in the annual aggregate, however in no circumstances will **we** pay more than \$250,000 for any insured **event** for any punitive and exemplary damages.



POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

YOU ARE NOT COVERED FOR:

CONFISCATION

Any **loss** or legal liability connected in any way with confiscation, acquisition, **loss** or damage by order of government, public or local authority.

CYBER ATTACK

Any **loss** or legal liability directly or indirectly caused by, resulting from, arising out of or in any way connected with the use or operation, as a means of facilitating harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

INFECTIOUS OR CONTAGIOUS DISEASE

Any **loss**, damage or expense arising directly or indirectly from, or in any way connected with, the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, illness, physical distress or death to any humans, animals or plants, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or disease affecting humans, animals or plants, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.

INTENTIONAL OR RECKLESS ACTS

Any **loss** or legal liability arising from any intentional or reckless act or omission.

LOSS OF ELECTRONIC DATA

Any **loss** for damage to **electronic data** including **loss** of use, reduction in functionality or any other associated **loss** or expense and any liability arising from this.

LOSSES NOT INSURED

Loss or legal liability is not covered:

1. if **your vessel** is on hire or charter or is being used, other than for private pleasure purposes. Use for search and rescue work, by or on behalf of the Police, Coastguard or other authority is not included in this exclusion;
2. if **your vessel** and/or **trailer** are unsafe or in unseaworthy/unroadworthy condition, where **you** were aware or with any reasonable diligence ought to have been aware of **your vessel** and/or **trailer** being in that condition, and the unseaworthy / unroadworthy condition caused the **event**;
3. if **your vessel** and/or **trailer** is engaged in any race or speed test;
4. if **you** or any other person with **your** permission are operating or are in control of **your vessel** and/or **trailer** are under the influence of alcohol or other intoxicating substance;
5. if at the time of any insured **event** giving rise to a claim, **your vessel** and/or **trailer** is attached to a motor vehicle that is being driven by, or is in the control of any person, with **your** permission who is driving with an excess breath alcohol or blood alcohol concentration in contravention of New Zealand Land Transport Law;
6. if an operating bilge blower or gas detector is not installed or in use and the **vessel** has an inboard powered petrol engine, provided that this exclusion does not apply to **personal watercraft**; or
7. If **your vessel** is being transported by a third-party carrier under a contract for the purpose of carriage of goods, whether or not a fee is payable, except when the purpose of the transport is for salvage costs or wreckage removal covered under this policy.

NUCLEAR & WAR RISKS

You are not insured for **loss** or legal liability connected in any way with:

1. war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power,

3. any chemical, biological, bio-chemical, or electromagnetic weapon, or
4. any operations employing the process of nuclear fission or fusion, or handling of radioactive material. This includes, but is not limited to:
 - A. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices,
 - B. the use, handling or transportation of any radioactive material, or
 - C. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion.

SANCTIONS

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

TERRORISM

You are not insured for **loss**, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **loss**, damage, death, injury, illness, liability, cost or expense; or
2. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

UNATTENDED VESSEL

Any **loss**, damage or expense arising directly or indirectly from, or in any way connected with **your vessel** being:

1. unattended at anchor, or
2. temporarily on a mooring, unless **you** have gone onboard to check the anchor, tackle and general safety of **your vessel**, at least once every 24 hours.

HOW TO CLAIM

WHAT YOU MUST DO

If an **event** happens that may lead to a claim under this policy, **you** must:

1. do what **you** can to take reasonable care of **your vessel** and **trailer** to prevent any further **loss** or liability;
2. advise **us** as soon as possible;
3. notify the Police as soon as possible if **you** think any **loss** was caused by an illegal act;
4. allow **us** to examine **your vessel** and/or **trailer** before any repairs are completed;
5. send **us** anything **you** receive from anyone about a claim or possible claim against **you** as soon as possible.
6. provide **us** any information and assistance that **we** ask for;
7. consent to **your** personal information in connection with the claim being disclosed to **us** and being made available to third parties to administer this claim or when required by law to do so; and
8. tell **us** immediately if **you** are charged with any offence in connection to the use of **your vessel** and/or **trailer** which resulted in **loss** of property or **bodily injury** to another person.

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain our written agreement before **you**:

1. incur any expenses in connection with any claim under this policy;
2. negotiate, pay, settle, admit or deny any claim;
3. negotiate, offer to pay or pay any **reparation**; and/or
4. do anything that may prejudice our rights of recovery.

ACTIONS WE MAY TAKE

At our expense **we** may take action in **your** name:

1. to negotiate, defend or settle any claim insured by this policy; or
2. to make a recovery from any other person for any benefit insured by this policy, and **you** must cooperate with **us**.

FRAUD

If **your** claim is dishonest or fraudulent in

any way, **we** may:

1. decline **your** claim either in whole or in part, and/or
2. declare either this policy or any other insurance policy **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at our sole discretion.

POLICY CONDITIONS

BREACH OF ANY CONDITION

If **you**, or any other person **we** insure under this policy, breaches any of the conditions of this policy, **your** claim may be declined either in whole or in part and/or this policy or all insurance **you** have with **us** may be declared to be unenforceable.

This is at our sole discretion.

CANCELLATION BY US

We may cancel this policy by giving **you** notice in writing or by electronic means at **your** last known address. The policy will be cancelled from 4pm on the fourteenth day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of insurance**.

CANCELLATION BY YOU

You may cancel this policy at any time. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of insurance** less any reasonable administration costs.

CHANGE OF TERMS

We may change the terms of this policy (including the **excess**) by giving **you** notice in writing or by electronic means at **your** last known address. The policy will be changed from 4pm on the fourteenth day after the date of the notice.

CHANGES IN CIRCUMSTANCES

You must tell **us** if there are any:

1. modifications or changes to **your vessel** and/or **trailer** that is different to the manufacturer's original specification or recommendations, or
2. changes that might alter the nature of the risk or increase the chance of a claim under this policy.

EXCESS

The **excess** is the first amount payable for each insured **event**. The **excess** is to be borne by **you**. Where two **excesses** apply the higher of the two will be deducted. If at the time of an **event**, the driver or operator of the **vessel** is not a **named skipper** and a **named skipper** is not onboard or present then the **excess** will be \$2,500.

GOODS AND SERVICES TAX

All amounts shown in this policy include GST.

JOINT INSURANCE

If this policy insures more than one person, then all persons are jointly insured.

This means that a breach of the policy by any one person affects everyone's ability to claim under this policy.

OTHER INSURANCE

You must tell **us** if **your vessel** and/or **trailer** is or becomes insured under any other insurance. If **you** can claim under any other insurance, **we** will only pay the amount of any claim over and above the limit payable by the other insurance.

This does not apply to the Accidental Death Additional Benefit (as described in Section One of this policy).

OTHER PARTIES WITH A FINANCIAL INTEREST

If **we** know of any financial interest over **your vessel**, **we** may pay part of or all of any claim proceeds to the holder of that interest.

This payment will meet all obligations **we** have under this policy for the **loss**.

We are authorised by **you** to disclose personal information about **you** to any holder of a financial interest.

Any party, who is recorded as having a financial interest under this policy, is not insured by this policy and does not have rights to claim under this policy.

REASONABLE CARE

You and anyone using **your vessel** and/or **trailer** with **your** permission must take reasonable care:

1. to protect **your vessel** and/or **trailer** and maintain both in a safe and

- seaworthy/roadworthy condition,
and
- 2. to prevent **loss** or liability.

TRUE STATEMENTS AND ANSWERS

The basis of this policy is the **application**.

True statements and answers must be given (whether by **you** or any other person) when **you**:

- 1. apply for this insurance,
- 2. notify **us** regarding any change in circumstances, and/or
- 3. make any claim under this policy.

UNECONOMIC TO REPAIR

If **we** have paid a claim for **your vessel** and/or **trailer** that is **uneconomic to repair**:

- 1. this policy is automatically cancelled,
- 2. **we** will not refund **your** premium, and
- 3. **your vessel** may become our property.

This means that **you** will need to make new insurance arrangements on any replacement **vessel** and/or **trailer**.