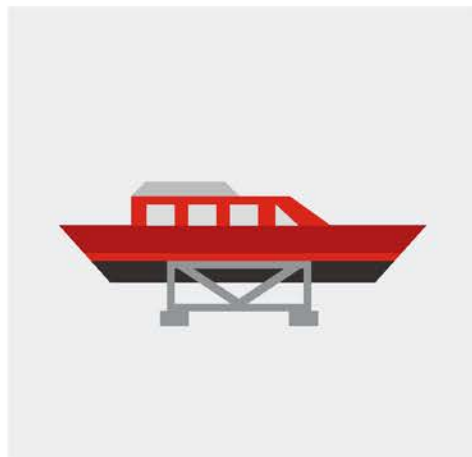


Marine Pleasurecraft Wording





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Introduction

Vero is one of Suncorp New Zealand's intermediated brands and the company is part of Suncorp Group, a leading trans-Tasman financial services business.

Thank you for choosing Vero Insurance New Zealand Limited to provide you with your insurance cover.

Arranging insurance means *you* are making a legal contract under which *you* promise to meet certain obligations and conditions, and in return *we* promise to provide specified insurance cover.

Please examine this document, including the *schedule*, to ensure the insurance protection is in accordance with *your* requirements. If it does not meet *your* requirements, or *you* wish to make changes to the insurance cover, please contact *your* insurance broker, adviser or *your* nearest Vero office.

30-day money back guarantee

If *you* are not satisfied with the cover provided by this policy, *you* may return the policy within 30 days of receiving it. If *you* have not made any claims during that 30 days, *you* will be given a full refund of any *premium* paid.

Privacy Act and the Insurance Claim Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* conditional upon *you* authorising *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

You also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.



Definitions

Definitions explain words frequently used in the policy. Defined words are shown in italics.

ACC means the Accident Compensation Act 2001, or the Accident Compensation Commission.

Accident, accidental and accidentally mean a sudden and unforeseen *event* causing physical loss or damage or *bodily injury* that is not intended or expected by *you*.

Act means any Act of the New Zealand Parliament in force at the commencement of the *period of insurance* or law which comes into force during the *period of insurance*. It includes any future modification, any future re-enactment, and/or any future substitution of that Act by legislation. Any reference to Act also includes any regulation, any order-in-council, and/or any other instrument issued or made or enabled under that legislation.

An **act of terrorism** means any act, including but not limited to, the threat or use of force or violence which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear. An *act of terrorism* includes loss or damage arising from any biological, or chemical, or radioactive or nuclear pollution or contamination or explosion.

Agreed value means the value of *your boat* that *you* and *we* have agreed at the time of insuring *your boat* or at any renewal. This value will be inclusive of Goods & Services Tax. It is the amount that will be paid in the event that the entire *boat* is a *total loss* or a *constructive total loss*.

In any other circumstance, the basis of claim settlement shall be *market value*. From time to time *we* will require *you*, at *your cost*, to provide an updated independent valuation.

An **amphibious vehicle or amphibious boat** can both navigate on water and self-propel and steer on land, usually utilising either wheels, powered air cushions or tracks for movement on land. *Hovercraft* are *amphibious vehicles* but cannot be insured under this Pleasurecraft Policy.

Anywhere in New Zealand means whilst afloat on all inland and coastal waters, anywhere within 200 nautical miles of the North and South Islands. *Your boat* is insured whilst ashore or in *transit*.

Boat means *amphibious vehicle, amphibious boat, the hull of a trailer craft, moored craft or personal watercraft*, used privately for pleasure purposes, and any fixtures, fittings and equipment which are normally sold with a boat, including its *dinghy*, sails, masts, spars, and rigging, machinery and motors (both inboard and outboard), anchors, chain, shackles, ropes and warp, fish finders, depth sounders, other navigational aids and marine radios and its *trailer*. A *boat* does not include any *hovercraft*.

Boat's gear means equipment that has a specific marine use on board and which is normally kept permanently on board the *boat* but which is not permanently affixed, including binoculars, first aid kit, life jackets, wet weather gear including footwear, flares, tools, and portable fire extinguishers. *Boat's gear* does not include items that are insurable under any household contents insurance.

Bodily injury means physical injury to a human body (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to a person.

Burglary means *theft* following violent and forcible entry into or exit from the *boat* or building, reported to the New Zealand Police.

Constructive total loss means a complete loss of *your boat*, but *your boat* is not physically destroyed. A *constructive total loss* can occur when the cost of saving the *boat* or repairing the *boat* exceeds the insured value in this policy's Schedule. A *constructive total loss* can also occur where there has been *accidental* loss or damage to *your boat* and it was then reasonable under the circumstances for *you* to abandon *your boat*.

Damages means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. *Damages* do not include fines, penalties, exemplary or punitive penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure.

Dinghy means a small auxiliary craft designed as a tender or lifeboat, that is rowed, sailed, or driven by a motor, and is towed or carried by *your boat*, but does not include *personal watercraft*.

Electronic software and data consist of digital or analogue information or coding or instructions, held in a form usable by an electronic system.



Definitions

continued

Event means a specific happening that occurs at one place and at a particular time. An *event* may or may not give rise to a payable claim.

Excess means the amount of *your* loss that *you* must pay. The amount of the *excess* is stated in this policy's Schedule or in this policy wording, or agreed at any renewal of any *period of insurance*. There may be more than one *excess* applicable in any one claim, depending on the *event*.

Fishing or diving equipment means *your* rods, reels, lures, tackle box, scallop dredge, spear fishing gear, and dive gear, used for recreation; kept on board *your* moored *boat*, and which is stated in this policy's Schedule

Hovercraft means a powered air-cushion vehicle deriving full or partial support in the atmosphere from the reaction of air against the surface on which it operates. *Hovercraft* cannot be insured under this Pleasurecraft Policy.

Latent defect means a part or component of *your boat* in which there exists a flaw in a material used in the construction of *your boat* and which could not have been discovered by a reasonably careful examination by a suitably qualified person.

Manslaughter is as defined in the Crimes Act 1961.

Market value means the reasonable sale value of *your boat* or *boat's gear*, and other items noted on this policy's Schedule, immediately prior to the loss or damage. This value will be inclusive of Goods & Services Tax.

It is the amount that will be paid in the event that the entire *boat* is a *total loss* or a *constructive total loss* unless *you* and *we* have agreed to insure *your boat* for an *agreed value*.

Mechanical or electrical breakdown means the failure or breakage of, or the inability to operate, any component or accessory, including any engine or transmission, any mechanical or electrical or electronic or alarm system, and includes any damage their failure causes to the rest of those systems.

Modification means any change to *your boat* that alters the manufacturer's original specification or recommendations, or any change made by *you* during a *period of insurance* that materially alters either the structure or stability of *your boat*, or increases the speed of *your boat*.

Moored craft means a *boat* that is secured permanently or semi-permanently at a marina berth, wharf or jetty, pile, swing or mud mooring when not in use. A *moored craft* may be kept on a hard stand within a marina facility or yacht club.

Others are third parties, neither *you* nor *us*.

Period of insurance means a continuous period of time during which *your boat* is insured with *us*. Most often this is one year.

Personal Effects means items that are often taken to and taken from *boats* and that are not otherwise insured under any household contents policy.

Personal effects include water skis and inflated toys, bedding, plates and cutlery and cooking utensils, compact discs, food and drink, chilly bins, beach gear and towels. *Personal effects* are not *boat's gear* or *fishing or diving equipment*. *Personal effects* specifically do not include antiques, artwork, bicycles, jewellery, money, any valuable papers and documents, car keys, mobile phones, laptops, personal electronics, photographic equipment, sunglasses, or property used in any way for professional or business purposes.

Personal watercraft means a water-jet propelled craft (popularly known as a jet-ski) and its *trailer*, being a recreational watercraft powered by an inboard motor incorporating a water-jet pump and normally ridden by straddling a seat.

Premium is the amount *you* need to pay *us* to ensure cover commences or remains in force. This may include any government or other levies or taxes.

Racing means when *your boat* is entered into, and participating in, an organised competition, regatta or other race *event*. *Your boat* is not *racing* when participating in an informal club cruising event which does not require the completion of an entry form and the payment of a fee, and in which spinnakers or extras are not permitted.

Recognised security device is a physical device either attached to *your boat*, *trailer* or *personal watercraft*, specifically manufactured as an object to be used to deter and prevent *theft*. It includes *trailer* locks and security cables, wheel clamps, and tow bar locks.



Definitions

continued

Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 (or any replacement Act) and any subsequent amendments to be paid to the victim of an offence. *Reparation* does not include:

- a) *reparation* arising from prosecution of an offence under the Health and Safety at Work Act 2015 (or any replacement Act) and any subsequent amendments; or
- b) *damages*, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c) *your* legal defence costs in relation to an offence.

Road is as defined in the Land Transport Act 1998.

Speed testing or trialling means when *your boat* is being operated for the purpose of ascertaining or improving its speed, or improving its performance.

Theft means the action or crime of stealing, reported to the New Zealand Police.

Trailer craft means a *boat* that, when not in use, is usually removed from the water and is either trailered or kept in a secure building or hard stand area of a secured facility.

Trailer means a wheeled cradle or structure designed to or suitable to transport *your boat* or *personal watercraft* on land.

Transit means transport by *road*, rail or ship. *Your trailer craft* must be designed to be towed on a *trailer*. *Your moored craft* must be cradled and transported by a boat haulage company or shipping line.

Total loss means that *your boat* has been completely lost or destroyed.

We, us or our means Vero Marine, underwritten by Vero Insurance New Zealand Limited.

You or your means any party named in this policy's Schedule. *You* includes any other person using *your boat* with *your* express permission.

Vehicle means a mechanically propelled vehicle registered under the Land Transport Act 1998, by which *your boat* is drawn or conveyed.



Policy terms

You have a duty of disclosure

You have a duty of disclosure when you apply for insurance. This means you must tell us everything you know, or could reasonably be expected to know, that we as a prudent insurer would want to take into account when deciding to accept or decline your insurance, or determining the cost or terms of this insurance, including the excess.

You also have this duty of disclosure every time your insurance renews and when you make changes to this insurance. You must tell us everything that may be material to our decision to issue, renew or alter the policy and you must tell us of any changes to any circumstances relevant to this insurance as soon as you know about them. For example, you must tell us of any performance and/or structural modifications which have been made to your boat since insuring it with us. If you breach this duty your insurance will be voided as if it never existed.

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

We will provide

We will provide the cover set out in this policy subject to the Policy Terms, Policy Exclusions and Policy Conditions during the period of insurance stated in the most recent policy schedule provided you have paid the premium. Your insurance contract consists of three parts which form the basis of your insurance cover:

- a) this policy document, and
- b) the personalised policy schedule with details of the cover which applies to you; and
- c) the information in the proposal, application and declaration

whether you have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

We will insure you

We will insure you for an accident to your boat anywhere in New Zealand during the period of insurance.

We will also cover physical damage to your boat that is caused by any latent defect. However, we will not cover the cost of repairing or replacing any latent defect.

We will cover your boat's gear for accidental loss or damage whilst on board your boat and whilst your boat is in use, or whilst locked in a cabin or locked space when your boat is left unattended when moored or on its trailer, or whilst temporarily removed from your boat.

- a) for the purpose of repair;
- b) for storage in securely locked premises;
- c) while being taken to or from repair or storage;

provided those items are not insured under any other insurance policy.

We will insure you for any accidental loss, damage, or expense you incur under the Benefits below; and Optional Additional Benefits that you have selected.

The cover we provide for your boat, the Benefits, and Optional Additional Benefits are subject to both the Policy Exclusions and Policy Conditions.

If you have other insurance with Vero Insurance New Zealand Ltd, you are only entitled to the benefit of one policy and/or section of one policy per event.

What we will pay

For loss or damage to your own property insured by this policy:

If your boat is insured at an agreed value:

we will pay you the agreed value of your boat as stated in this policy's Schedule should it in its entirety be a total loss or a constructive total loss.

If your boat is insured for its market value:

we will pay you the market value of your boat up to the sum insured as stated in this policy's Schedule should it be a total loss or a constructive total loss.

In either case, we will not pay for unrepaired damage in addition to a total loss or constructive total loss. If we pay you for a total loss or constructive total loss you agree that we are entitled (but not obliged) to take ownership of any salvage or remaining insured property.



Policy terms

continued

We will pay the actual *market value* of *your boat's gear* up to the sum insured as stated in this policy's Schedule, but not exceeding what it would cost to repair or replace the item(s) with a similar item(s).

For other claims under this policy, we have the option:

- a) to settle up to the sum insured as stated in this policy's Schedule by payment, reinstatement or replacement, or
- b) to repair, or take or require to be taken, tenders for repair.

If any repair or replacement makes an improvement to the *pre-accident* condition or value of *your boat* and other equipment, then *you* may be required to make a contribution towards the cost of repairs.

A contribution from *you* will not be required provided the item that has been repaired or replaced

- a) is less than 1-year-old at the date of such loss or damage, or
- b) is less than 3 years old for sails, fabric protective covers and outboard motors.

Following a claim we have accepted which involves painting, recoating or treating a damaged area of *your boat* following repair, we may, at *our* option, pay for painting, recoating or treating adjacent undamaged areas to match colours and finish. If we do, we may require a contribution from *you*.



Benefits

Benefits included in your cover

We will also pay for the following Benefits which are subject to the policy definitions, clauses, exclusions, conditions and limits.

Additions

If you purchase any fixtures, fittings or boat's gear for your boat during any one period of insurance, we will automatically provide cover provided that you produce receipts in the event of accidental loss or damage. You must advise us of these additions and their values, prior to the end of the period of insurance during which you purchased them. When advised, we will adjust the sum insured and premium effective from the commencement of the following period of insurance.

The maximum amount payable in any period of insurance under this benefit is NZ\$5,000 for trailer craft and NZ\$25,000 for moored craft.

Boat change

If you replace your boat, we will insure your replacement boat for its market value (or if specifically agreed by us, its agreed value) on the same terms that applied to the original boat stated in this policy's Schedule, but only if:

- you tell us and provide full details within 30 days after buying the replacement boat; and
- you pay any extra premium which we may require; and
- the market value of the boat purchased is no more than 10% greater than the current boat; and

- the replacement boat is of a similar type and construction.

Continuation of cover

If your boat is afloat and being navigated and away from any port or launching ramp at the time the period of insurance ends, we will extend your cover until your boat arrives at a safe port or launching ramp. You must notify us as soon as possible and pay any additional premium we require. This benefit does not apply if this policy is cancelled by you or us.

Emergency equipment

In the event of a claim, which we have accepted, for accidental loss or damage to your boat we will reimburse you

- for up to NZ\$1,500 for the replenishing, refilling or replacing of fire extinguishers and safety flares; and
- to replace the battery within your EPIRB (or similar emergency beacon) up to a value of NZ\$500 per EPIRB; and
- for the repacking of your life raft.

Emergency rescue and emergency repair costs

If you have an accident for which there is a valid claim under this policy, we will pay the reasonable incurred costs of:

- rescuing you, your passengers, your pets and/or your crew;
 - having your boat removed to the nearest repairer or place of safety; and
- all to a maximum of NZ\$25,000 for any one event; and

- essential repairs to the boat so your boat can get to its destination or to a repairer.

We will also:

- return your boat to your usual place of residence or usual mooring location following its repair, or if it was stolen, following its recovery, to a maximum of NZ\$2,000 for any one event.

Emergency towage costs whilst afloat

We will reimburse you, without deduction of excess, for the reasonable towing expenses incurred as a result of mechanical or electrical breakdown to your boat whilst underway, or attempting to get underway, other than from a mooring, marina or boat ramp. The maximum amount payable under this benefit is NZ\$2,000 during any one period of insurance.

Funeral expenses

If any person dies from bodily injury sustained in direct connection with your boat, and provided that we have first agreed to pay a death benefit under this policy, we will also pay up to a maximum of NZ\$5,000 per person toward their funeral expenses. The maximum amount payable under this benefit is NZ\$10,000 for any one event.

Legal defence costs

We will pay for, without deduction of excess, legal defence costs necessarily and reasonably incurred to defend you from a charge under s65 of the Maritime Transport Act 1994, or of manslaughter, resulting from an accident anywhere in New Zealand when using your boat.



Benefits

continued

We will also pay for, without deduction of excess, legal defence costs necessarily and reasonably incurred to defend you from a charge under s65 of the Maritime Transport Act 1994, or of *manslaughter*, resulting from an *accident anywhere in New Zealand* when using another *boat*.

The maximum we will pay under this benefit is NZ\$25,000 in any one *period of insurance*.

Loss or damage prevention

We will reimburse you, without deduction of excess, and in addition to the amount stated in this policy's Schedule, for all expenses necessarily and reasonably incurred by you in preventing or attempting to prevent loss or damage, where a claim would be or has been accepted by us.

Loss of entry fees

Where you have entered into any on-water event for which you have paid an entry fee, such as a regatta or fishing competition, but you can no longer take part as your boat is damaged beforehand, and that damage is accepted by us as a payable claim, we will reimburse you for your net loss. Your net loss is the residual amount of entry fees expenditure you are unable to reclaim on advising the event organisers immediately on you discovering the damage to your boat.

The maximum we will pay under this benefit is NZ\$1,000 in any one *period of insurance*.

Medical payments not covered by ACC

If any person suffers *bodily injury* in direct connection with your boat, when stepping on to, or whilst on board, or when stepping from your boat whilst afloat or whilst your boat is being put into or retrieved from the water, we will pay the reasonable medical and ambulance expenses of each person, up to the maximum amount of NZ\$2,000 in total for all events, during any one *period of insurance*. These payments must not be covered by ACC and must be incurred within one year of the *accident*.

Personal effects

We will cover your personal effects for accidental loss or damage while they are on board or being carried on to or whilst being carried off your boat. However, for cover for theft, personal effects must be within a securely locked cabin or locker if your boat is left unattended. We will pay the actual market value of your personal effects, but not exceeding what it would cost to repair or replace the item(s) with a similar item(s). The maximum amount payable under this benefit per event is:

- a) NZ\$1,000 if your boat is a trailer craft; and
- b) NZ\$5,000 if your boat is a moored craft.

Personal trauma

If any person dies or suffers a trauma listed below in direct connection with your boat, incurred when stepping on to, whilst on board, or when stepping from your boat whilst afloat or whilst your boat is being put into or retrieved from the water, we will pay:

- a) the following amounts (up to a maximum of NZ\$15,000 per person and NZ\$30,000 for any one event) arising out of any insured event, provided such death or trauma is the sole cause of any of the following within three calendar months of the death or trauma occurring:
 - i. death NZ\$15,000;
 - ii. trauma: total and irrecoverable loss of the sight of an eye NZ\$2,500;
 - iii. trauma: total and irrecoverable loss of the sight of both eyes NZ\$5,000;
 - iv. trauma: total and permanent loss of the use of one hand or one foot NZ\$2,500; and
 - v. trauma: total and permanent loss of the use of both hands or both feet or of one hand together with one foot NZ\$5,000; and
- b) medical and dental expenses incurred in connection with such death or trauma up to the sum of NZ\$1,000 per person per event.

We will not pay where death or trauma listed above was caused by suicide or attempted suicide, or a policy exclusion applies.



Benefits

continued

Premium credit

Where we agree *your boat* is a *total loss* or *constructive total loss* and we insure *your replacement boat*, we will credit the unused *premium* towards insurance on the replacement. We will only do this if:

- a) the person in control of *your boat* was completely free of blame; and
- b) the identity of any other party that caused the damage is established.

Transportation and accommodation costs

If *your boat* is so damaged that it cannot be used, and we have accepted a claim under this policy, we will also pay the reasonable costs incurred by *you* for accommodating and transporting *you*, *your crew* and passengers, and *your pets*, to *your* usual place of residence, or to the mooring, marina or boat ramp from which *your journey* commenced.

The maximum amount payable under this benefit is NZ\$2,000 for any one *event*.

Optional additional benefits

Racing risk extension for sailboats

If *you* have specified Racing Risks as a separate item to be insured, and it is stated in this policy's Schedule as being included, the following cover applies:

If *you* are *rac*ing, or preparing to race *your sailboat* and it suffers *accidental* loss or damage, then we will pay the cost of repair or replacement of *your* sails, masts, spars, booms, spinnaker poles, and standing or running rigging.

This extension will be subject to the Racing Risk excess stated in this policy's Schedule.

Floating mooring, dry dock or air berth

Where *your boat* is insured with *us* under this policy, and where *you* have specifically included a floating mooring, dry dock or air berth for use with *your boat*, and there is an amount stated in this policy's Schedule, the following cover applies:

We will cover *you* for *accidental* loss or damage to *your* floating mooring, dry dock or air berth up to its current *market value* at the time of loss or damage.

We will not pay for:

- a) damage to *your* floating mooring, dry dock or air berth where the damage is limited solely to marring or scratching;
- b) damage to *your boat* or *your* floating mooring, dry dock or air berth where the damage is attributable to their incompatibility to be used together;
- c) an alternative floating mooring, dry dock or air berth, or other

storage charges while *your* floating mooring, dry dock or air berth cannot be used.

Fishing or diving equipment kept aboard your boat

Where *your boat* is insured with *us* under this policy, and where *you* have specifically included *fishing or diving equipment* as separate items to be insured, and there is an amount stated in this policy's Schedule, the following cover applies:

We will provide cover for *fishing or diving equipment* whilst aboard *your boat* where not otherwise insured. (Usually such equipment is insured under a household contents insurance policy). We will pay up to the actual *market value* of *your fishing or diving equipment* per *event*, up to the amount stated in this policy's Schedule.

A single item limit of NZ\$500 applies, unless an individual item of *fishing or diving equipment* is stated in this policy's Schedule for a greater amount.

If *your boat* is moored or at anchor and *you* are not on board, *fishing and diving equipment* will not be covered for *theft* unless it is within a securely locked cabin or locker.

If *your boat* is ashore, *fishing and diving equipment* will not be covered for *theft* unless it is within a securely locked cabin or locker, or the *boat* is in a secure and locked building.



Legal liability

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *accidental* loss or damage to someone else's property happening during the *period of insurance* as a result of an *event* that occurs *anywhere in New Zealand* and that arises from an *accident* involving *your boat*, including:

- a) *your* legal liability for loss, damage or contamination caused by the sudden *accidental* discharge or escape of oil or fuel from *your boat*, or the wreck of *your boat*;
- b) any reasonable expenses *you* incur in minimising loss or damage to the environment or to *others*;
- c) any costs of salvaging *your boat* that *you* are legally liable to pay;
- d) any wreck removal costs which *you* are legally liable to pay;
- e) any costs that result from the raising, removal or destruction of the wreck of *your boat* or an attempt at any of these, where *you* are instructed to do so by a legally authorised statutory authority;
- f) *your* legal liability for any loss of or damage to property that arises from the wreck of *your boat*;

g) any interest on *our* proportion of any judgement which is earned before we make payment;

h) *your* legal liability to any person whilst water skiing or being towed on the water's surface by *your boat*;

i) *your* legal liability for *accidents* involving any other *boat* being used by *you* as an individual person provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement. No cover is provided for damage to the *boat* itself.

We will also cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *accidental* loss or damage to someone else's property happening during the *period of insurance* as a result of an *event* that occurs *anywhere in New Zealand* and that arises from an *accident* involving *your boat*, provided that:

- a) *you* tell *us* immediately if *you* are charged with any offence which resulted in loss to someone else's property or *bodily injury* to another person; and
- b) *you* obtain *our* written approval before any offer of *reparation* is made.

For *your* legal liability to *others* to pay *damages* or *reparation* for *accidental bodily injury* or *accidental* loss or damage to someone else's property, the most we will pay is NZ\$10,000,000 for any *event*.

In addition, where *your* liability is to pay *damages*, we will also pay for *your* legal or other reasonable expenses incurred with *our* prior written consent; and the costs of attendance at court proceedings at *our* request, subject to a maximum of NZ\$250 per person per day. However, where *your* liability is to pay *reparation*, we will not pay such expenses and costs.



Policy exclusions

1. We will not pay for

- a) any *excess*. You must contribute the amount stated in this policy's Schedule or contained in the policy wording as the *excess* for the first amount of any loss or damage being claimed for, and per *boat* if more than one *boat* is insured under this policy. This amount will be deducted from *your* claim;
- b) any voluntary or imposed *excess* or *excesses*, which are additional to a) above.
- c) an additional *excess* of NZ\$2,500 that will apply to any loss or damage to *your trailer craft* or *trailer* following *theft*, if at the time of *theft* the *trailer* on which *your trailer craft* was sitting was not fitted with a locked *recognised security device*. This additional *excess* will not apply if *your trailer craft* or *trailer* is stolen from a fully enclosed and secured building.

Where damage arises from multiple *events*, the *excess* applies to each *event*.

Other than in respect of (b) and (c) above, the amount of the *excess* will be the highest single *excess* that we could apply.

Where we agree that *your boat* is a *total loss* or *constructive total loss*, we will not apply any *excess* unless the loss or damage has arisen from *burglary* or *theft*, or attempted *burglary* or *theft*.

2. We will not pay for

- a) any fines or penalties awarded against *you*
- b) *your* legal defence costs and any other expenses, or costs of attendance in court proceedings, in relation to an offence and/or where *your* legal liability is to pay *reparation* (other than as provided in the Legal Defence Costs Benefit, or where we have given prior written consent);
- c) damage to *others'* property in *your* custody.

3. We will not cover *your* legal liability arising from

- a) the carriage or transmission of any infectious disease, any bacteria or virus, any spore or any plant or animal;
- b) any fire *you* lit intentionally that did not comply with any statutory or local body requirement governing the lighting of fires.

4. We will not cover *your* legal liability

- a) incurred in any *accident* arising from or in connection with the ownership, possession or control by or on behalf of *you* of any *vehicle*;
- b) under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;

- c) if *you* or any person or organisation to whom this section applies is entitled to indemnity under any other policy.

5. We will not cover *your* legal liability for amounts which can be recovered (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 (or any subsequent Act or amendment) or which would be recoverable but for:

- a) a failure by the victim to correctly notify a claim to the ACC within the time required under the *Act*, or to claim any amount he or she would be entitled to claim under the *Act* for any other reason whatsoever; or
- b) the ACC's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

6. We do not cover and will not pay for any loss or damage or legal liability

- a) where the towing *vehicle* and/or the *trailer* upon which *your boat* is being carried on a *road* does not meet warrant of fitness or minimum braking standards as required by law;
- b) when *your boat* is under the control of any person who is affected by intoxicating liquor and/or drug(s);



Policy exclusions

continued

- c) when any person is driving a *vehicle* towing *your boat* who:
- i. has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test; or
 - ii. is doing so without a valid licence or is not complying with the conditions of their licence;
- d) caused by *your boat* being in an unseaworthy condition;
- e) caused by any intentional or reckless act or omission or wilful misconduct by *you*;
- f) arising from *your boat* being on a mooring or berth that is not suitable for *your boat's* size and type;
- g) arising from *your boat* being on a mooring or berth
- i. that has not been inspected or serviced within a period; or
 - ii. does not meet the minimum specifications
- set by any port, harbourmaster, local council or any other legally competent authority;
- h) arising from *your boat* being left unattended at anchor for more than 24 consecutive hours, when *your boat* is not on its usual mooring or berth;
- i) that occurs from the time *you* clear New Zealand Customs or from the time *you* first cast off to commence a voyage beyond 200 nautical miles from New Zealand's North or South Islands, which is in any way attributable in whole or part to gear failure, crew experience, crew fatigue or sickness, or navigational error.
- This exclusion does not imply that we are giving any cover beyond 200 nautical miles from New Zealand's North or South Islands.
- This exclusion ends when this voyage ends, which for this purpose is when *your boat* returns alongside a berth or wharf on New Zealand's North or South Islands, or clears a physical New Zealand Customs inspection, or ties up at its usual mooring.
- This exclusion shall not apply if, prior to this voyage, we have reached a written agreement with *you* that overrides this exclusion;
- j) while *your boat* is let out on hire, or charter with a paid master and/or crew, or is used for any purpose other than private pleasure purposes.
- 7. We will not pay for**
- a) marring, denting, scratching or chipping unless caused by *your boat* being *accidentally* stranded, or in a collision with another *boat* or external object other than water;
 - b) scratching, denting or marring to *your jet-boat, amphibious boat or personal watercraft* caused by being in shallow waters, or loss or damage to the jet unit or motor caused by dirt or debris entering and/or leaving the jet unit or motor;
- c) the unexplained disappearance of *your boat* or the unexplained disappearance of *boat's gear, fishing or diving equipment, or personal effects*, or any other property from *your boat*, if not reported as stolen to the New Zealand Police within a reasonable period;
- d) the *theft* of outboard motors under 25hp that are not securely locked to *your boat*, or stored in a securely locked part of *your boat*, or stored in a securely locked building;
- e) any loss or damage to *fishing or diving equipment* (unless covered by Optional Additional Benefit: Fishing or diving equipment kept aboard *your boat*);
- f) any loss or damage or loss of use, reduction in function or damage to systems on *your boat* caused by a loss or corruption of *electronic software or data*;
- g) loss or damage caused by marine organisms, sunlight, electrolysis, osmosis, dampness, a gradual leakage of water into *your boat*, normal wetting or weathering; or caused by any other gradually operating cause resulting in deterioration, delamination, corrosion, rust, rot, or mould;



Policy exclusions

continued

- h) loss or damage caused by wear and tear, or lack of maintenance; and any resultant damage to *your boat* where the cause is reasonably attributable to a lack of *your* due diligence regarding maintenance;
- i) any loss of use whilst *your boat* is damaged, under repair, or being replaced; or for any other consequential loss arising from a claimable *event* under this policy;
- j) any depreciation of value after repair;
- k) any loss or damage to *your amphibious boat*, or any legal liability incurred, arising from its operation as a motor vehicle under its own power. Otherwise, whilst *your amphibious boat* is ashore, cover under this Policy will be as if *your amphibious boat* is a *trailer craft*.
- 8. We will not pay for any loss or damage caused by**
- a) any *mechanical or electrical breakdown*. However, we will pay for any loss or damage such *mechanical or electrical breakdown* causes to any other part of *your boat* or if the *mechanical or electrical breakdown* is caused by:
- fire, explosion or lightning
 - collision with another *boat* or external object other than water
 - a malicious act by *others*
 - theft*;
- b) water ingestion to the motors or electrical equipment of *your jet-boat* or *personal watercraft*;
- c) war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- d) any contamination by radioactivity from nuclear fuel or nuclear weapons, whether *accidental* or not;
- e) any *act of terrorism*.
- 9. We will not pay for any loss or damage**
- a) to sails, masts, spars, booms, spinnaker poles, and standing or running rigging, when *racing* or preparing for a race, except where:
- the Optional Additional Benefit: Racing risk extension for sailboats applies; or
 - the loss or damage is caused by *your boat* being stranded, sunk, burnt or on fire, or in a collision with another *boat* or external object other than water.
- b) to *your boat* if primarily powered by motor while participating in or while being prepared for any type of race, *speed testing* or *trailing*, reliability or time trial or any similar activities;
- c) to *your personal watercraft* attributable to its *theft* whilst not on its *trailer* unless its ignition key or similar device has been decoupled.
- 10. We will not pay for**
- any loss or expenditure incurred solely in remedying a fault or error in design or construction;
 - any loss or damage that results from a fault or error in design or construction;
 - any additional expenditure incurred by reason of betterment or alteration in design or construction;
 - any cost or expense of replacing or repairing any part condemned solely in consequence of a fault or error in design or construction.
- 11. We will not pay for any loss or damage attributable to**
- your boat* being used for permanent living accommodation, unless we have agreed in writing to provide cover for this use;
 - the use, consumption, storage or manufacture of any illegal chemical or drug (including methamphetamine or its precursor chemicals) or materials used in any of these activities. We will not pay for the testing, decontamination and/or repair of *your boat* in these circumstances.
- This exclusion shall not apply if such loss or damage is caused by anyone breaking into or entering *your boat* without *your* permission.



Policy conditions

These conditions give *you* information about *your* and *our* obligations arising from this policy. Some parts of this policy can cover other parties as well as *you*. To gain benefit of any cover under this policy, they must also meet all the same conditions and obligations that *you* are required to meet.

Assignment

You must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

Breach of policy terms, policy exclusions or policy conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the Policy Terms, or Policy Exclusions or Policy Conditions. Nothing in this policy affects *our* right to avoid the policy for non-disclosure.

Cancellation

We may cancel this policy at any time by sending a letter, facsimile or e-mail to this effect to *you* at *your* last known postal address, facsimile number or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 pm on the 7th day after the communication has been sent. *We* will refund the unused part of *your* paid *premium*.

You may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* less *our* short-term rates provided that *you* have not made a claim.

Care of *your* boat and trailer

You must:

- a) at *your* cost or expense, take all reasonable steps to prevent loss or damage to *your* boat and trailer and maintain *your* boat and trailer in good repair. When in use, *your* boat must be seaworthy and *your* trailer must be roadworthy.
- b) secure *your* personal watercraft to the trailer or conveyance with a recognised security device when *your* personal watercraft is not in use.
- c) secure *your* trailer with a recognised security device when unattended, unless the trailer is within a fully enclosed and secured building. Where *your* trailer is not secured, an additional NZ\$2,500 excess applies for claims involving theft of the trailer.

Our right to examine *your* boat and trailer

We have the right to examine *your* boat and trailer

- a) should *you* propose to amend *your* insurance with *us*;

- b) during a *period of insurance*;
- c) after a *period of insurance* has finished, if there is an outstanding claim.

Correctness of statements and fraud

The proposal, application or declaration form is the basis of this contract. All statements made by *you* or on *your* behalf on any of these forms or otherwise in support of this policy or any claim must be complete and correct in all respects. If any claim under this policy is supported by any incorrect statement or is in any respect fraudulent then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us* and *we* will not refund the unused part of *your* paid *premium*.

Instalment premiums

Where *we* have agreed to accept payment of *premium* by instalments:

1. in the event of a claim being made against this policy, *we* reserve the right to require immediate payment of the balance of any annual *premium*; and



Policy conditions

continued

2. all benefits under this policy will be suspended from the date the first unpaid *premium* instalment was due, and *your* policy will be automatically cancelled from that date if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that a *premium* instalment has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Joint insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you* - not just the person responsible.

Jurisdiction

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings.

Monetary amounts and GST

All monetary amounts are New Zealand dollars, and include Goods and Services Tax (GST).

Other insurance

This policy does not cover loss or liability where cover is already provided by other insurance. *We* will not contribute towards any claim under any other policy.

Other interests

If *your boat* is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.

Reparation payments received

If any person is ordered to pay *reparation* to anyone *we* insure under this policy for loss to any property that *we* have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.



What you need to know about making a claim

1. On the happening of any *event* that may give rise to a claim under this policy, *you* must notify *us* of such *event* or occurrence as soon as possible and
 - a) take all reasonable steps to minimise the extent of loss;
 - b) as soon as possible, send *us* any communications which *you* receive in relation to an *event* which may give rise to a claim;
 - c) obtain *our* consent before proceeding with repairs;
 - d) make any damage available for inspection by *us* or provide *us* with photographic evidence of any damage should a health and safety issue warrant immediate removal or destruction;
 - e) provide any information or assistance that *we* may require, including proof that *you* own the property *you* are claiming for and evidence of its value. Proof might include receipts, bank or credit card statements, valuations, photographs and contracts of sale;
 - f) advise the New Zealand Police immediately if *your* claim involves *theft*, *burglary* or vandalism;
 - g) assist *us* to take any recovery action *we* choose to instigate against person or persons *we* consider are responsible for the loss; and
 - h) co-operate with *our* assessors, investigators, lawyers and anyone else *we* may appoint to help *us*, at *your* cost, including meeting with them.

Failure to comply with conditions 1.a. to 1.h. may result in *your* claim being declined or, if the claim has already been settled, *we* may require *you* to return funds paid by *us*.
2. *You* must not, without *our* prior written consent, incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim. *We* may assume control and conduct of any claim and any counterclaim, or the defence of any charge or prosecution covered by this policy including but not limited to the appointment of lawyers.
3. *We* will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim against *you* for *damages*, or under the Legal Defence Costs benefit. *You* must provide all reasonable assistance and co-operation.
4. When *your* claim has been accepted by *us*, *we* may direct disposal or salvage. Unless *we* have accepted abandonment, *you* retain all *your* property rights and legal liabilities.
5. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.
6. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

If you need to make a claim, or have a claim enquiry,
contact your Broker or Adviser, or call us:

During normal working hours (between 8.30am to 5.00pm
Mondays to Fridays) call us on 09 363 2600 or 0508 856 856

Any other time contact us by fax on 09 363 2601 or
email us at claims@veromarine.co.nz

The Vero Claims Centre is available seven days a
week, 24 hours a day on 0800 800 134

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