

# Boat Insurance

Product Disclosure Statement

WE COVER DETAILS





# Finding your way through this document

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# Introduction

## Welcome to GIO Boat Insurance

### **Why is this document important?**

This Product Disclosure Statement (PDS) is an important legal document that contains details of your boat insurance if you purchase this product from us. Before you decide to buy insurance from us, please read this PDS carefully. If you purchase this product, please keep this PDS with your certificate of insurance in a safe place.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us on 13 10 10. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a Supplementary PDS (SPDS) or replacement PDS.

### **Cooling off period**

After you take out this insurance or renew your policy for another period of insurance, you have **21** days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can cancel your insurance within **21** days from the day cover began or was renewed. We will then refund in full any money you have paid.

### **Who is this product designed for?**

This insurance product is designed for owners of boats for private use (eg. recreation and amateur fishing).

We will not insure boats used for any business activity or for hire or charter.

### **Your full and correct disclosure of facts**

You must comply with the duty of disclosure (see meaning on page 38) when you apply for this insurance. We will ask you for information about your boat, you and anyone else who operates your boat, which is used by us to consider your insurance application and calculate your premium. You must answer our questions honestly and tell us anything you or a reasonable person in the circumstances would include in their answer. Your answers apply to you and anyone else to be covered by the policy.

### **More than one named insured**

If there is more than one named insured on your certificate of insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all those named as insured on your certificate of insurance.

## Summary of features and benefits

Below is a list of some of the policy features and benefits available depending on the type of cover you choose. It is a guide only. For full details of what is covered and not covered and for any limits that apply, please read this PDS.

Feature or benefit	Comprehensive Cover	Essential Cover
Sinking, stranding, grounding	✓	✗
Fire & theft	✓	✗
Storm, hail, flood	✓	✗
Impact or collision	✓	✗
Boat contents	✓	✗
Accessories & equipment	✓	✗
24/7 Australia wide claim service	✓	✓
Liability cover for damage to other people's property	✓	✓
Monthly payments	✓	✓
No excess for not at fault claims	✓	✗
New boat after a total loss for boats less than 2 years old	✓	✗
Substitute boat	✓	✓
Liability cover for death or injury to others	✓	✓

## About your premium

The premium is the amount you pay us for this insurance. You also pay stamp duty, GST, any government charges and fire services levy that applies.

In addition to your sum insured, we use many factors about you and your boat to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

In addition to the factors we use to calculate your premium, the discounts you qualify for also affect your premium. Your premium includes any discounts you qualify for and these are applied before adding applicable government charges.

### More details

For further details on how we work out your premium and for information about some of the discounts you may be eligible for, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your certificate of insurance. You must pay the premium by the due date to be covered by this policy.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the premium and other charges in full, we may reduce the period of insurance so it is in line with the amount you paid.

You can pay your premium in one annual payment or by monthly instalments.

### Paying premiums annually

If you do not pay your premium by the due date, we will give you a written notice of policy cancellation where we are required at law to do so.

If you pay your premium late, we may reject your payment and your policy will cease from the due date. If we accept your late payment, we might re-commence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

### Paying premiums monthly

If you pay your premium by monthly instalments and your payment is overdue we can:

- refuse to pay a claim if payment is **14** days (or more) late and
- cancel your policy without notifying you if payment is **1** month (or more) late.

If you pay by the month we charge a fee of **\$5.00** (inclusive of government charges) each month as part of your premium, and this is included in your monthly payment.

## What is the no claim discount?

A no claim discount (NCD) is a discount off your comprehensive premium as a reward for your good boat insurance claim history. If you have an NCD, it is shown on your certificate of insurance. See 'how do claims affect your NCD on renewal' on page 33.

### More details

For further details on discounts you may be eligible for, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## Proof of seaworthiness

When you apply for this insurance or before renewal of your policy we may ask you to supply us with proof of seaworthiness and good condition before accepting your application or offering renewal.

This depends on your boat's:

- type and model
- age
- construction materials
- motor type (eg. in-board petrol)
- modifications
- location when not in use (eg. moored).

### What is proof of seaworthiness?

Proof of seaworthiness means a written report by a marine surveyor or another qualified expert certifying your boat to be seaworthy and in good condition, following a physical inspection.

We will tell you if the inspection needs to be done while your boat is in the water or out of the water.

The report needs to include checks on all aspects of the boat's operation such as the hull, electrical components, motors, structure and safety gear. The report must be less than **12** months old and you must pay for this report.

When we get this report from you, we might:

- decide to insure or not insure your boat
- reduce your level of cover
- apply special terms and conditions or
- cancel your cover.



# About your cover

## About your boat

### What we cover as your boat

Your boat is described on your certificate of insurance. It means your boat hull, motor and trailer, if you asked us to insure them and they are shown on your certificate of insurance.

### Your boat hull means:

The sides and bottom of your boat that keep it afloat and its fixtures and fittings, including:

- › superstructure, decks, gangways, railings and cabin
- › rudder, keel, helm and steering equipment
- › windows and windscreen
- › console, gauges and controls
- › partitions, cupboards, tables, bunks, doors, hatches
- › fixed seats and fixed seat covers, curtains and blinds
- › anchor, chain and winches
- › bait boards and kill tanks
- › masts, rigging, spars and sails (used for your boat only)
- › fixed fuel tanks and fuel lines (but not the fuel)
- › fixed electrical fittings and appliances such as lights, instruments, anemometer, FAH radio receiver-transmitter, GPS (if permanently wired in), depth sounder, fish finder, radar unit, compass, bilge pumps and electric winches.

Your hull also includes:

- › your boat tender or dinghy (small utility boat) if used for your boat alone and
- › tools supplied by the manufacturer.

### Your motor(s) mean:

The inboard or outboard motors you told us about including its propellers, drive shaft, transmission, skeg, stern drive, out drive and jet drive.

### Your trailer means:

The boat trailer you told us about that is used to transport your boat.

### What we do not cover as your boat

- › fuel or lubricants
- › portable GPS navigation devices not permanently wired and fixed into the boat
- › spare motors not used solely for your tender or boat
- › anything that is not included in 'what we cover as your boat', unless you tell us and we have agreed to insure it as part of your boat and it is shown on your certificate of insurance. An extra premium may apply.

## What are accessories and equipment?

Accessories and equipment are items that are portable or not permanently attached to your boat and are designed to be used on your boat.

Examples of accessories include:

- › boat canopies and storm covers
- › mandatory safety equipment
- › paddles
- › portable fuel tanks.
- › batteries

Examples of equipment include:

- › depth sounder
- › navigation equipment
- › marine radio/transceiver
- › fish finder.

When you insure your boat you automatically get limited cover for accessories and equipment (see page 10 for limits). You can ask us to increase cover above these limits. If we agree, we will list the accessory and/or equipment on your certificate of insurance. An extra premium may apply.

You must take minimum steps to prevent theft of your accessories and/or equipment, otherwise a theft excess will apply in the event of a claim (see page 25 for minimum steps to prevent theft).

## What we cover as your boat contents?

When you insure your boat you automatically get limited cover for your boat contents (see page 10 for limits).

### Contents we cover:

- › portable refrigerators
- › crockery, cutlery, cooking utensils
- › microwave ovens
- › portable household goods
- › televisions
- › clothing and appliances
- › glassware
- › fishing, diving and water-skiing gear.

### Contents we do not cover

Anything not listed in 'contents we cover' above.

You can ask us to increase cover above the contents cover limits. If we agree, we will list your contents on your certificate of insurance. An extra premium may apply.

You must take minimum steps to prevent theft of your boat contents, otherwise a theft excess will apply in the event of a claim (see page 25 for minimum steps to prevent theft).

## Types of covers

You need to choose a cover that fits your circumstances. There are 2 types of cover available:

- › Comprehensive cover
- › Essential cover

The cover you choose will be shown on your certificate of insurance.

## Comprehensive cover

This is the highest level of cover available and includes:

- › accidental loss, damage and theft cover
- › essential cover
- › additional features at no extra cost (see pages 12 to 15).

You can also choose from our range of optional covers to tailor your insurance (see pages 16 to 17).

### Accidental loss, damage and theft cover

#### We cover

We will insure your boat for accidental loss, damage and theft caused by an incident in the period of insurance. Examples of incidents covered include:

- › sinking and stranding
- › collision
- › impact
- › theft or attempted theft
- › malicious damage
- › fire
- › hail
- › storm
- › flood.

#### We do not cover

- › see 'what is not covered under any part of your policy' on pages 18 to 22
- › see also what 'we do not cover' in additional features on pages 12 to 15.

### Essential cover

Comprehensive cover includes essential cover (see page 11).

#### More details

For further details about how we pay claims under comprehensive cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## Comprehensive cover limits

As comprehensive cover includes essential cover, the essential cover limits also apply (see page 11). For accidental loss, damage or theft claims for your boat, the limits are shown in the table below.

Limits apply to:	Limit for any one incident
Boat hull	The sum insured for the hull shown on your certificate of insurance or the market value, <b>whichever is less.</b>
Motor	The sum insured for the motor(s) shown on your certificate of insurance or the market value, <b>whichever is less.</b>
Trailer	The sum insured for the trailer shown on your certificate of insurance or the market value, <b>whichever is less.</b>
Accessories and equipment	<ul style="list-style-type: none"><li>› the sum insured for listed accessories and equipment shown on your certificate of insurance or</li><li>› for accessories or equipment not listed on your certificate of insurance, we pay up to <b>\$2,000</b> per item, but no more than <b>5%</b> of the hull sum insured for all items. This amount is not paid in addition to a total loss settlement.</li></ul>
Boat contents	<ul style="list-style-type: none"><li>› the sum insured for contents shown on your certificate of insurance or</li><li>› for contents not listed on your certificate of insurance, we pay up to <b>\$250</b> per item, but no more than <b>5%</b> of the hull sum insured for all items. This amount is not paid in addition to a total loss settlement.</li></ul>
Additional features	The amount or limit shown for that additional feature (see pages 12 to 15).
Optional covers	The amount or limit shown for that optional cover (see pages 16 to 17).

## Geographic limit

Boats are covered anywhere on the land and waterways of Australia but only up to **200** nautical miles from the Australian mainland and Tasmania.

## Speed limit

Boats are not covered when exceeding **70** knots or its maximum design speed, whichever is less.

## Essential cover

This cover includes:

- › legal liability
- › additional features at no extra cost (see pages 12 to 15).

### Legal liability

#### We cover

We will cover your legal liability to pay compensation for death or bodily injury to other people or damage to their property resulting from an incident in the period of insurance:

- › arising out of your ownership of your boat or
- › happening when you, or a person authorised by you, are operating your boat.

#### We do not cover

- › see 'what is not covered under any part of your policy' on pages 18 to 22
- › see also what 'we do not cover' in additional features on pages 12 to 15.

### Essential cover limits

The most we will pay for all claims from any one incident under legal liability cover is **\$10 million** (or the limit shown on your certificate of insurance). A lower limit applies to additional feature 'pollution by oil, fuel or waste after a loss' (see page 12). You cannot increase these limits.

### Geographic limit

Boats are covered anywhere on the land and waterways of Australia but only up to **200** nautical miles from the Australian mainland and Tasmania.

### Speed limit

Boats are not covered when exceeding **70** knots or its maximum design speed, whichever is less.

#### More details

For further details about how we pay legal liability claims under essential cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## Additional features

When we accept a claim under your policy for an incident that happens in the period of insurance, you may be entitled to these additional features.

### 1. Pollution by oil, fuel or waste after a loss

We cover	To the extent you are required by law, we pay the cost of: <ul style="list-style-type: none"><li>› removing, containing or dealing with pollution and</li><li>› compensating other people for cleaning up or fixing damage caused to their property by the pollution.</li></ul>
When	Your boat is stranded, sunk or damaged by an incident and this causes pollution to suddenly discharge from your boat and you are legally responsible for the costs of removing, containing or dealing with it.
Comes with	Comprehensive cover <b>or</b> essential cover.
Limit	Up to <b>\$250,000</b> including legal costs.
We do not cover	<ul style="list-style-type: none"><li>› removing, containing or dealing with pollution that starts to leak more than <b>7</b> days after the incident which caused it to leak</li><li>› loss or damage which happens more than <b>7</b> days after the pollutant is discharged from your boat</li><li>› injury, illness or death</li><li>› fines or punitive damages</li><li>› loss, damage, pollution or dealing with asbestos in any form.</li></ul>

### 2. Death benefit

We cover	We will pay <b>\$25,000</b> to the executor of your estate for funeral costs.
When	You are fatally injured as a direct result of an incident that also causes loss or damage to your boat.
Comes with	Comprehensive cover.
Limit	<b>\$25,000.</b>
We do not cover	<ul style="list-style-type: none"><li>› suicide</li><li>› death occurring more than <b>12</b> months after the incident.</li></ul>

### 3. Emergency expenses

We cover	Reasonable and necessary costs of transporting your boat back to your home or its usual place of mooring.
When	Your boat is left stranded following an incident that causes loss or damage to your boat or boat trailer.
Comes with	Comprehensive cover.
Limit	Up to <b>\$200</b> .

### 4. Inspection of hull after running aground

We cover	Reasonable costs associated with inspection of the hull.
When	Your boat has run aground following an incident, even if no loss or damage has occurred to your boat.
Comes with	Comprehensive cover.
Limit	Reasonable costs only.

### 5. New boat after a total loss

We cover	We will buy you a new boat to replace your old boat (complete details on page 32).
When	Your boat is less than <b>2</b> years old and we decide it is a total loss after an incident.
Comes with	Comprehensive cover.
We do not cover	<ul style="list-style-type: none"><li>➤ your boat, motor(s) or trailer if they were damaged before the incident</li><li>➤ replacement of your boat if a suitable replacement boat cannot be supplied or ordered by us within <b>60</b> days of us deciding your boat is a total loss.</li></ul>

#### More details

For further details about how we pay claims under additional feature 5 'new boat after total loss', please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## 6. Salvage and removal costs

We cover	Reasonable and necessary costs to salvage and remove your boat.
When	Your boat is stranded, sunk or burnt in an incident and you are legally responsible for the cost of salvaging or removing it.
Comes with	Comprehensive cover <b>or</b> essential cover.
Limit	Up to <b>\$10 million</b> , including legal costs.

## 7. Road towing costs

We cover	Reasonable and necessary costs of towing your boat by road to the nearest repairer or place of safety.
When	Your boat is damaged as a result of an incident.
Comes with	Comprehensive cover.
Limit	Up to <b>\$250</b> .
Note	This benefit is paid in addition to any benefit you are entitled to under the emergency expenses additional feature.

## 8. Rescue expenses

We cover	The fees charged by a maritime or government rescue service to find or rescue you and your boat.
When	You and your boat are lost and reported missing within the geographic limits shown on page 10, whether or not your boat is lost or damaged by an incident.
Comes with	Comprehensive cover.
Limit	Up to <b>\$5,000</b> .
We do not cover	Any ambulance or medical costs.



## 9. Replacing your boat

We cover	Your replacement boat on the same terms and for the same level of cover you had for your previous boat for up to <b>14</b> days.
When	<p>You replace your boat with another boat in the period of insurance (eg. you sell your boat and buy another one). We may agree to cover the replacement for the rest of the period of insurance if:</p> <ul style="list-style-type: none"> <li>➤ you tell us about the change within <b>14</b> days of the change and</li> <li>➤ we agree in writing to cover your replacement boat and</li> <li>➤ you pay us any additional premium that applies.</li> </ul> <p>Once the cover under this additional feature starts, cover on your previous boat stops.</p>
Comes with	Comprehensive cover <b>or</b> essential cover.
Limit	Your replacement boat is covered up to the price you paid for the replacement boat or its market value, whichever is less. This limit applies until you tell us about the change.
Note	When you tell us about your replacement boat we might add special conditions but sometimes we might not be able to offer cover at all in which case the benefit under this additional feature does not apply and we will cancel your policy.
We do not cover	The replacement boat if it is a boat we would not normally insure.

## 10. Substitute boat

We cover	You for your legal liability when you are controlling a substitute boat. See page 11 for essential cover.
When	<p>You have borrowed a boat because your boat is:</p> <ul style="list-style-type: none"> <li>➤ with a repairer and being repaired or serviced or</li> <li>➤ lost, stolen or destroyed by an incident and you have lodged a claim but we have not yet paid it.</li> </ul>
Comes with	Comprehensive cover <b>or</b> essential cover.
Limit	Up to <b>\$10 million</b> including legal costs.
We do not cover	<ul style="list-style-type: none"> <li>➤ the substitute boat if it is a hire or charter boat</li> <li>➤ loss or damage to the substitute boat.</li> </ul>

## Optional covers

Any options you choose and we agree to give you will be shown on your certificate of insurance. Depending on your policy options, your premium might increase or decrease.

These options are available for comprehensive cover only but might not be available depending on your type of boat.

For what we do not cover, see also 'what is not covered under any part of your policy' on pages 18 to 22.

### 1. Water skiers liability

We cover	Your legal liability to pay compensation for: <ul style="list-style-type: none"><li>➤ death or injury to a person being towed by your boat</li><li>➤ death or injury to other people or damage to their property caused by a person or object being towed by your boat</li></ul> caused by an incident in the period of insurance.  In addition to covering your legal liability under the above circumstances, we also insure the legal liability of: <ul style="list-style-type: none"><li>➤ any person authorised by you to control or operate your boat</li><li>➤ an observer nominated by the controller or operator of your boat and</li><li>➤ the person being towed.</li></ul>
Limit	Up to <b>\$10 million</b> for any incident resulting in a claim.
We do not cover	<ul style="list-style-type: none"><li>➤ any incident which happens when there is no observer in or on your boat (see meaning page 39)</li><li>➤ any incident involving airborne activities such as parasailing or jumping over an elevated structure such as a ski ramp (see page 18)</li><li>➤ barefoot skiing</li><li>➤ death or injury to you or a part owner of your boat</li><li>➤ damage to property belonging to you or the operator.</li></ul>

## 2. Racing cover

We cover	We extend your comprehensive cover to insure your sailing boat in the period of insurance.
When	Your sailing boat is participating in a race up to <b>100</b> nautical miles in total distance travelled.
We do not cover	Loss or damage to sails: <ul style="list-style-type: none"><li>› by wind or water (eg. wind tearing a sail, tearing from a wave or capsizing during a race) unless other structural parts of your boat suffer damage by an incident (eg. a broken mast)</li><li>› when sails are being hoisted, lowered, dropped or trimmed</li><li>› caused by people accidentally damaging them (eg. making a hole or tearing them).</li></ul>

## 3. Lay-up periods

We cover	You for a reduced premium because of the restricted cover you have chosen under this option but only when your boat is: <ul style="list-style-type: none"><li>› at your usual home or</li><li>› in transit and you are taking it:<ul style="list-style-type: none"><li>› for repairs following loss or damage which has resulted in a claim on your policy or</li><li>› to be serviced.</li></ul></li></ul>
When	You restrict your cover for a set period of time when you expect to lay up your boat and loss, damage or theft to your boat occurs within that lay-up period.
Limit	You can nominate a lay-up period for up to <b>6</b> months in any period of insurance.
Note	You can add this option when you apply for new insurance cover or at renewal. It can be removed at any time, but you must pay the extra premium that applies.
We do not cover	Incidents that occur during a lay-up period when using the boat for any purpose or while your boat is at any location other than as shown in the 'we cover' section above.

### More details

For further details about how we pay claims under the 'racing cover' option and the 'water-skiers liability' option, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

# What is not covered under any part of your policy

We do not cover:

## Agreements

legal liability caused by or arising out of you entering into an agreement or contract

**but we will cover** your legal liability if it would have existed even without that agreement or contract.

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## Airborne activities

legal liability for an incident caused by or arising out of any airborne activity such as hang gliding, paragliding and parasailing or any jumping over an elevated structure (eg. a ski ramp).

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## An incident while being towed by a motor vehicle

legal liability caused by or arising out of:

- › an incident which happens when your boat is on a trailer that is attached to a motor vehicle of any kind
  - › an incident which is insured, or required to be insured, under compulsory third party motor vehicle insurance cover.
- 

## Death or injury to you, part owner or person controlling the boat

legal liability for death or injury to:

- › you
- › any person who owns part of your boat
- › any person operating or controlling your boat if they caused or contributed to the incident

**other than** the cover provided by additional feature 'death benefit' on page 12.

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## Injury or death of your employees

legal liability caused by or arising out of death or injury to any of your employees or damage to their property while they are working for you.

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## Pollution

legal liability caused by or arising out of the escape or discharge of any pollution from your boat such as fuel, oil, bilge, sewage, garbage or any other pollutant

**but we will cover** legal liability for pollution to the extent it is covered by additional feature 'pollution by oil, fuel or waste after a loss' on page 12.

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We do not cover:

### Property not covered by essential cover

legal liability for loss or damage to property:

- owned by your family
- owned by a person operating or in control of your boat or
- in your control or possession that does not belong to you

**other than** your boat and its accessories, equipment and contents as described on your certificate of insurance.

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### Towing people or things

legal liability for:

- death or injury to:
  - a person being towed by your boat
  - others caused by a person or thing towed by your boat
- damage to property:
  - towed by your boat (other than your boat tender)
  - of others caused by a person or thing towed by your boat

**but we will cover** these incidents to the extent they are covered by optional cover 'water-skiers liability' (see page 16) if this option is added to your policy.

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There is no cover under this policy:

### Alcohol or drugs

when your boat is operated by someone:

- › who is under the influence of drugs or alcohol
- › whose judgement is affected by alcohol, drugs or medication
- › who exceeds the legal limit for alcohol content in their breath or blood, as shown by analysis
- › who refused to take a compulsory test for alcohol or drugs

### however, we will pay a claim where you:

- › were not the person operating your boat at the time of the incident and
- › can satisfy us that you did not know, and could not have reasonably known about any of the above facts or circumstances.

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### Business activity

when your boat is being used for any business activity.

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### Condition of boat, faulty workmanship or materials

for loss or damage caused by or resulting from:

- › the use of faulty materials
- › faulty workmanship
- › faulty design or construction of your boat
- › lack of reasonable care when maintaining or using your boat
- › the use of contaminated or incorrect fuel
- › osmosis
- › vermin, marine growth or barnacles, insects or borers.

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### Corrosion, rust, wear and tear

for the cost of fixing, replacing or restoring wear, tear, rust, fading, gradual deterioration, mould, mildew, action of light, corrosion or rot of any parts of your boat

**unless** this is caused by your boat sinking.

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### Deliberate acts

for loss, damage or liability caused intentionally or deliberately by:

- › you
  - › a member of your family
  - › a person who owns any part of your boat
  - › a person acting with your consent
  - › a person authorised by you to operate your boat.
-

There is no cover under this policy:

### Geographic limit off the coast

when your boat is more than **200** nautical miles off the coast of the Australian mainland or Tasmania.

---

### Incorrect trailer

when your boat is being transported on a trailer that is not designed to carry it (eg. a box trailer).

---

### Ingestion of a foreign object or foreign materials into a motor or water inlet

for loss or damage caused by the intake or ingestion of any external materials or substances into a motor or water inlet of your boat (eg. a plastic bag sucked into the motor causing damage from overheating of the motor).

---

### Mechanical or electrical breakdown

for loss or damage caused by:

- mechanical breakdown of any motor, including seizing or overheating, caused by or resulting from:
    - depreciation, deterioration, corrosion, wear and tear or lack of maintenance
    - the use of contaminated or incorrect fuel

**but we will cover** the motor if it is damaged as a result of impact, fire, malicious damage, sinking or grounding
  - electrical breakdown or failure of any part of your boat

**but we will cover** fire damage that results from this
  - the burning out of wiring in the boat (but not the wiring of the motor).
- 

### Moorings

for loss or damage to stores or moorings you own.

---

### Not keeping your boat in seaworthy condition

for loss, damage or liability caused by your boat being unseaworthy or in defective condition

**but 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 unseaworthy or defective at the time.

---

### Overload

when your boat is carrying more people than it is designed or licensed to carry.

---

### Oversized motors

when the power (HP or KW) of your operating boat's motors exceeds the maximum design speed for the boat's hull.

---

There is no cover under this policy:

### Racing

when your boat is participating in a race

**but we do cover** racing to the extent covered by the optional cover 'racing cover', (see page 17) if this option is added to your policy.

---

### Speed

when your boat exceeds **70** knots, or its maximum design speed, whichever is less.

---

### Storm or bushfire in the first 72 hours of cover

for loss or damage caused by storm or bushfire within the first **72** hours from the start of this policy

**but we will cover** these incidents if this policy began on the same day:

- you purchased your boat
  - another policy covering your boat expired
  - you transfer cover from another insurer and you provide proof of this.
- 

### Theft or repossession

for theft or repossession of your boat by:

- someone you allow to use your boat (eg. a friend or prospective buyer)
  - anyone who has a financial interest in your boat (eg. a credit provider).
- 

### Unlawful purposes

when you or someone with your knowledge or permission uses any part of your boat for criminal or unlawful purposes.

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### Unlicensed operator

when your boat is operated by a person who is not licensed to operate it, **but this exclusion will not apply** if you can prove that you did not know or could not have reasonably known that at the time, the operator driver was not licensed, or if there is no requirement by law to hold a licence in the state in which the boat is being operated.

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### Unregistered boat or trailer

if your boat or trailer is unregistered at the time of an incident, and must be registered according to law.

---

### Water sport/recreational equipment

for loss or damage to fishing, diving and water-skiing gear while it is being used.

---



# Claims

## Making a claim

### When to make a claim

Contact us as soon as possible on **13 14 46**. We are available 24 hours a day.

### How to make a claim

Step 1	<b>Make sure everyone is safe</b> For emergencies please call <b>000</b> .
Step 2	<b>Try to prevent further loss, damage or injury</b> You must do everything you reasonably can to limit and prevent further loss, damage or liability.
Step 3	<b>Report the incident to the authorities</b> <ul style="list-style-type: none"><li>› if required by law, you must report the incident to the maritime authorities</li><li>› if your boat or part of your boat is stolen, maliciously damaged or lost, you must report it to the police immediately and record the time, date, report number and name of the recording officer.</li></ul>
Step 4	<b>Collect details of all drivers, passengers and witnesses</b> You will need these when you call us. Make sure you have their full names, addresses and contact numbers.  If another boat or motor vehicle is involved, record its registration details (if it is registered) and the driver's insurance details. Do not admit fault to anyone.
Step 5	<b>Contact us as soon as possible on 13 14 46</b> Make sure you have the details of the incident at hand to assist us with lodging your claim. Please see page 27 for what you will need.

### For customers who are registered for GST

You must tell us about any Input Tax Credits (ITC) you are entitled to for your premium and claim. If you don't or if the information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges. When we calculate a payment to you for your claim, we can reduce it by any ITC you are, or would be entitled to receive.

### Legal liability claims

Tell us about any incident that has caused an injury to others or damage to other people's property.

You must also immediately tell us about any demands made on you to pay compensation to others, any court actions or offers of settlement and send these to us. If you do not tell us about these and it results in further costs, you may have to pay those costs.

## Things you must do

- › allow us to inspect the damaged boat, accessories, equipment or boat contents and if repairs are needed, you must allow us to take your boat, accessories, equipment or boat contents to repairers
- › allow us to arrange for experts to assess the damaged boat, accessories, equipment or boat contents and to quote on repair or replacement
- › provide us with a quote for repair or replacement if we ask for this
- › consult an expert if we ask for this
- › you must give us any information and help we require to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for (eg. proof of ownership)
- › you must allow us to recover, salvage or take possession of your boat.

Your co-operation is extremely important. If you do not co-operate we won't be able to assess and pay your claim.

## What you must not do

- › do not admit to anyone else involved in the incident that it was your fault or that you are responsible to pay for any damage unless we agree
- › do not negotiate or promise anyone payment
- › do not authorise any repairs without our agreement
- › do not get rid of any damaged parts of your boat, accessories, equipment or boat contents without our consent
- › do not accept payment from someone who admits fault for loss or damage to your boat. Refer them to us.

## If you do not comply

If you do not comply with 'what you must do' and 'how to make a claim' we:

- › will not be able to progress your claim
- › can reduce or refuse your claim or recover costs from you or
- › can cancel your policy.

## If we decline a claim

When you contact us to make a claim we will tell you if we can accept it. If we can't we will tell you why. In some cases we will allow you to lodge your claim but we will need to further assess it before making a decision. If we then decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 42 for more information.

# Minimum steps you must take to prevent theft

## Securing hulls, motors and trailers

You must take the following minimum security precautions to prevent theft when your boat is not in use:

---

Boats on trailers	<ul style="list-style-type: none"><li>› when at your usual home address, where possible, keep it locked inside either a fully enclosed room, shed or garage or</li><li>› when in the open air (such as carport, in the yard, on the street or away from your usual home) keep the trailer secured with an anti-theft device such as a tow bar lock, trailer lock or wheel clamp.</li></ul> <p><b>Note:</b> chains or cables with padlocks are not satisfactory if used on their own.</p>
Boats not on trailers	Must be kept secured inside a storage area.
Moored boats	<ul style="list-style-type: none"><li>› ensure the boat is firmly fastened to its mooring</li><li>› lock all external cabin doors, hatches and windows if you have them</li><li>› remove all portable items from any unlocked part of the boat.</li></ul>

---

## Securing accessories, equipment and contents

When your boat is not in use, your accessories, equipment and boat contents must be locked in either:

- › a fully enclosed room, shed or garage or
- › a cabin or compartment on your boat (not under or behind a canopy or tarpaulin as these are easily removed, torn or cut to gain entry).

If you do not take the above minimum steps to prevent theft, then the theft excess will apply (see page 29).

## Minimum proofs of ownership and value

### For hull, motor and trailer

One of the following:

- › proof of purchase (eg. a sales receipt , sales invoice or sales contract) that shows a description, amount paid, where and when you bought it and from whom
- › if registered, the current registration papers for your boat
- › service records from a boat repairer or mechanic showing details of your boat
- › an inspection and report on your boat by a qualified marine surveyor.

And if you have them, these are helpful but not adequate by themselves:

- › debit details, credit card or bank statements
- › records of your boat from the marina where your boat is berthed
- › a close-up photograph.

### For boat contents

If purchased new in the past 5 years for more than **\$100**

One of the following:

- › proof of purchase that identifies the item
- › original operating manual
- › manufacturer's box.

### For all other items

We will decide what is reasonable proof of ownership depending on what is claimed, its age and value.

### When you cannot supply required proof

If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

# How to establish your loss

## **Establish an incident took place**

When you make a claim you must be able to prove an incident insured by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police or maritime authorities:

- confirmation that you reported the incident
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

## **Describe your loss or damage**

You must also give us accurate and full details of what was lost, stolen or damaged and give us proof of value and ownership for items claimed.

## **Proving your loss or damage**

Usually allowing us, a repairer or an expert appointed by us, to look at what is damaged is all that is needed to prove your loss. For valuable and badly damaged items, we may ask you to provide proof of ownership and value.

For lost, damaged or stolen items that are no longer available for inspection, you are required to validate your claim by giving us details of when and where purchased and reasonable proof of ownership and value.

We have minimum proof requirements for some items. For full details of these requirements see 'minimum proofs of ownership and value' on page 26.

For all other items we will decide what is reasonable proof of ownership and value depending on what you are claiming for, how old they are and their value.

If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

# About your excess

## What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. For example, if the bow and stern of your boat have been damaged in two separate incidents, then you have to make 2 claims and pay the excesses that apply for each claim.

The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess when you claim.

The amount and types of excess are shown on your certificate of insurance. The different types of excesses are:

### Flexible excess

Unless we tell you otherwise, a flexible excess will apply to all claims. If you choose comprehensive cover, you can choose to vary your flexible excess from the range we offer. Choosing a higher excess reduces your premium. A minimum basic excess applies. For essential cover, the flexible excess cannot be changed.

### Fixed excess

An additional excess may be imposed depending on the type or construction of your boat and/or our assessment of the accident, claims or insurance history in the last 5 years. If an additional excess applies it will be shown on your certificate of insurance. It is paid in addition to any other excesses that apply. This excess cannot be removed or reduced by choosing to increase your premium.

### Theft excess

Will apply to any claim for theft, if there is no evidence or forced or forcible entry to your boat and you have not taken the minimum steps to prevent theft happening (see page 25 for minimum steps that must be taken). If a theft excess applies to your claim it is paid in addition to any other excesses that apply.

## When does an excess apply?

You have to pay your flexible and (if applicable) the fixed excess when we decide:

- you or the operator of your boat:
  - are not at fault but you can't provide the name and address of the person at fault or the registration or identification details of any boat or vehicle involved
  - are at fault or partially at fault (see page 29 for details on how we determine fault)
- no one is at fault (eg. a storm, hail)
- it is unclear who is at fault.

We will waive your excess if:

- we decide you or the operator of your boat are not at fault and
- you can provide the name and address of the person at fault and the registration or identification details of any boat or vehicle involved.

### More details

For further details about excesses, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

## When does a theft excess apply?

You have to pay a theft excess (in addition to the flexible and (if applicable) the fixed excess) when:

- there is no evidence of forced or forcible entry to your boat and
- you have not taken minimum steps to prevent theft happening (see page 25 for minimum steps to prevent theft).

## What does at fault mean?

At fault means fully or partially responsible for the loss or damage. Sometimes more than one person can be at fault.

For every claim we will decide if anyone is at fault and this decision affects:

- whether you must pay your excess and
- whether your NCD changes at renewal.

See pages 28 and 33 for the effect on your excess and NCD.

## How we determine fault

We will decide who is at fault from the information available to us.

We take into account:

- what, how and when the incident happened
- descriptions and statements from you, the other operator and any witnesses
- the cause of the loss or damage
- the parts of your boat that were damaged
- reports from police and any charges they made
- facts and statements from a fire brigade or maritime authority if available
- opinions from experts such as repairers and our claim assessors
- evidence and statements given at a court or a coroner's inquiry.

When we have confirmed how the incident happened we will use the relevant maritime and boating laws and regulations to determine if someone is at fault.

In some circumstances, a court, tribunal or the Ombudsman will determine who is at fault and we will follow this.

We can decide it is unclear who is at fault when:

- we don't have enough information to prove to us that another person was fully responsible for your loss or damage or
- it is proven that someone else is at fault but you don't know who they are or you can't supply their details (name and address of the person at fault and the registration or identification details of any boat or vehicle involved).

If subsequent information proves to us that another person was at fault, we will refund any excess you paid and re-set your NCD according to the conditions shown on page 33.

## How to pay your excess

If your claim is approved and you have to pay an excess, we may:

- › ask you to pay us the excess or
- › ask you to pay your excess to a repairer or supplier or
- › deduct the excess from the amount we pay you

You must pay the excess in full (if we ask for it) before we pay any claim, or provide any benefits under this policy.

We may not cover any legal or other costs that arise because of any delay in paying the excess.

## How we settle your claim

### We choose how your claim is settled

If we agree to pay a claim for loss, theft or damage to your boat, we decide if we will:

- › repair the damage
- › replace damaged parts of your boat
- › pay you what it would cost us to repair or replace the damaged parts of your boat or
- › settle your claim as a total loss.

### For boat accessories, equipment or contents claims

If we agree to pay a claim for loss, theft or damage to your boat accessories, equipment or boat contents, we decide if we will:

- › repair or replace to the same condition, standard and specification they were before the incident or
- › pay you what it would cost us to repair or replace them.

### Legal liability claims

If you make a legal liability claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

### More details

For examples on how a claim payment might typically be calculated, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this can be provided to you on request at no charge, if you contact us on 13 10 10.



# Repairs

If we choose to repair your boat, we will repair it to the same condition, standard and specification as it was before the incident.

## **When repairing your boat we will:**

- › use qualified boat repairers
- › do our best to obtain parts that are the same as the damaged parts before they were damaged (this may include using non genuine or recycled parts)
- › pay the cost of surface freight or shipping new parts to the repairer but we will not pay the cost of airfreight.

## **When we cannot match parts**

If we cannot find a match we will use the closest match reasonably available to us. If you are not satisfied with what we choose:

- › if we agree, you can pay the extra cost of choosing other parts or
- › we will pay you what it would have cost us, but only if we agree to this.

## **Obsolete items and parts**

In all cases we will only pay the market value of damaged parts we consider to be obsolete.

## **When repairing your boat we will not:**

- › pay extra to repair your boat to a better standard, specification or quality than it was before the loss or damage
- › fix a fault or defect in your boat that existed before the loss or damage occurred unless the fault or defect was from repairs we authorised
- › pay for repairing pre-existing damage that you didn't repair or make a claim for in the past. If we agree, you can pay the extra cost of repairing this damage as part of our repairs
- › pay the cost of anti-fouling protection unless it is in the area of the hull which has been repaired because of an incident
- › pay the cost of replacing or purchasing an extended warranty on your boat.

## **Contribution to repairs**

This typically applies to mechanical and electrical parts. You won't have to contribute towards labour costs.

## **If your boat is less than 2 years old**

We will pay for the cost of repairs using new parts as needed.

## **If your boat is aged 2 years or more**

We can ask you to contribute towards the cost of buying new parts used for repairing your boat if the damaged parts are affected by age, wear and tear.

## If we decide your boat is a total loss

### **If your boat is less than 2 years old:**

If we decide your boat is a total loss after loss or damage by an incident we will replace it with a new boat:

- made by the same manufacturer
- of the same or similar model
- with the same or similar specifications.

We will only do this if it is possible for us to supply or order a replacement boat in Australia within **60** days of us deciding your boat is a total loss.

If we cannot find an exact match, we will choose the nearest possible match to your insured boat. If you disagree with our choice we will pay you the sum insured shown on your certificate of insurance or its market value, whichever is less.

### **If your boat is aged 2 years or more**

We will pay you the sum insured on your certificate of insurance, or its market value, whichever is less.

### **Deductions from your total loss claim**

When we pay you for a total loss claim we will deduct any excess or unpaid premium including any remaining instalments in the period of insurance if you pay your premium monthly.

### **Boats under finance**

When we pay you for a total loss claim, if a credit provider has a financial interest in your boat then we will pay them what they are entitled to and pay you any balance.

### **Salvaged boats**

If we pay a total loss claim for a boat or part of a boat that has salvage value, you can either:

- assign ownership of your damaged boat over to us and we have the right to sell it and keep the proceeds and any refund from registration cancellation
- keep the salvage and we will deduct its value and the value of any remaining registration from the amount we pay you.

## Does your claim affect your cover?

If we choose to repair your boat (or replace a part of it), your policy continues for the period of insurance. Your claim may affect your NCD (see page 33 for details).

If we decide your boat is a total loss, all cover under your policy stops and your policy is cancelled. There is no refund of the unused premium.

# What we will do after a claim is paid

## Salvaged items

We can take and keep any recovered or salvaged boat, accessories, equipment or boat contents and sell them and keep the proceeds after we have replaced the boat, accessory, equipment or boat contents or paid you for them.

## Our right to recover claims we pay from those responsible

After we pay a claim under this policy, we can decide to take legal action in your name to recover money from the person or entity who caused the loss, damage or liability. You must give us all the help we need to do this.

We will not pursue recovery from you or a person legally entitled to be in charge of your boat at the time of the incident.

## How do claims affect your NCD on renewal

<b>Increases at renewal or stays on maximum</b>	<ul style="list-style-type: none"><li>› when we decide you or the operator of your boat are not at fault and</li><li>› you can provide the name and address of the person at fault and any registration or identification details of any other boat or vehicle involved.</li></ul>
<b>Reduces at renewal</b>	<p>After claims for incidents where:</p> <ul style="list-style-type: none"><li>› we decide you are at fault or partially at fault</li><li>› it is unclear who is at fault</li><li>› you cannot provide details of the person who is at fault</li></ul> <p>When the claim is for:</p> <ul style="list-style-type: none"><li>› theft or malicious damage</li><li>› loss or damage by a natural peril such as hail or storm</li><li>› collision with marine life (eg. a whale)</li><li>› any other cause.</li></ul>

See page 29 for details on how we determine fault.

## More details

For further details on how claims affect your NCD, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at [gio.com.au/moredetails](http://gio.com.au/moredetails). A copy of this guide can be provided to you on request at no charge, if you contact us on 13 10 10.

# Other important information

## Your responsibilities

### **You must:**

- keep your boat seaworthy and in good condition (eg. keep it properly serviced and free of corrosion). See page 20 for exclusions that may apply
- take all reasonable precautions or minimum steps (see page 25) to prevent theft, loss, damage or legal liability
- make sure your moored boat is well secured to stop it coming adrift, especially during bad weather and perilous water and sea conditions
- follow all the terms and responsibilities set out in your policy
- provide honest and complete information for any claim, statement or document supplied to us.

### **Not meeting your responsibilities**

If you do not meet your responsibilities, we may:

- reduce or refuse to pay your claim
- cancel your insurance policy or
- reduce your cover to what we would have accepted had we known the correct facts.

If fraud is involved, we can treat the policy as if it had never existed.

## When you need to contact us

### Changes in your details and boat

You need to tell us immediately if any details on your certificate of insurance are no longer accurate. For example, you change:

- › your address
- › the place where you keep your boat
- › the operators of your boat
- › the way you use your boat. For example if you plan to use your boat for hire, charter or other business activity.

### Changes at renewal each year

You must tell us at each renewal if you or any operators of your boat have had changes to their:

- › boating, driving or insurance record
- › criminal history relating to fraud, theft, burglary, drugs, arson, criminal, malicious or wilful damage.

### Changes to your boat

If you plan to make any changes to your boat after you take out this insurance. For example:

- › you replace your boat (see additional feature 9 on page 15 where we give you **14** days cover on your replacement boat)
- › your boat becomes unseaworthy and is not in good condition.

## What we will do when you contact us

When you contact us and tell us about these changes, we will re-evaluate your policy and if we agree or disagree to continue cover, we will tell you in writing. We may decide to impose an additional excess, charge an additional premium or apply a special condition to your policy. In some cases it could mean we can no longer insure you.

# What happens with cancellations?

## Cancellations by you

You can cancel the cover at any time and the cancellation takes effect on the date we receive the request.

We will refund any money we owe you less any cancellation fee that might apply and any non-refundable government charges.

## Cancellations by us

We can cancel your cover at any time according to law. We will refund any money we owe you less any non-refundable government charges.

If we cancel your policy due to fraud, we will not refund any money to you.

## Cancellation fee

We incur costs in establishing and administering your policy. If you cancel your cover in the period of insurance, we will charge a fee.

A cancellation fee will not apply if:

- you are transferring cover to another boat policy with us
- you are moving to an area where we do not offer insurance
- you cancel the cover within the cooling off period
- we cancel the cover for any reason.

The amount of the fee is **\$30** (plus relevant government charges) for each boat insured. The most we will charge you is **\$60** (plus relevant government charges) if you cancel a policy covering more than one boat.

This fee is deducted from any refund we send you. If the refund is less than the fee, a refund will not be issued and we will not charge you an additional amount to cover the difference.

For policies paid by the month, no refund will be issued.

## Terms explained

The following list explains the meaning of terms used in this policy. When any of the following terms appear in this policy, regardless of whether their first letter is a capital or in lower case, their meaning is shown on the following pages.

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### **accessories and equipment**

See page 8.

---

### **at fault**

We decide you were fully or partially responsible for the loss or damage. See 'how we determine fault' on page 29.

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### **authorised operator/driver**

You, or someone who has your permission to use your boat.

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### **boat contents**

See page 8.

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### **boat hull**

See page 7.

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### **boat motor**

See page 7.

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### **boat trailer**

A non-motorised vehicle designed to transport your boat and be towed behind a motor vehicle and registered according to your state laws.

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### **business activity**

- an activity that earns you income that must be declared to the ATO or
  - hiring or chartering your boat for reward.
- 

### **certificate of insurance**

The latest certificate of insurance we have given you. It includes your insurance account. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

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## **duty of disclosure**

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- › the amount of your premium
- › if we will insure you
- › if special conditions will apply to your policy.

You do not need to tell us of anything which:

- › reduces the chances of you making a claim or
- › we should know about because of the business we are in or
- › we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or if fraud is involved, we can treat the policy as if it had never existed.

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## **excess**

See page 28.

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## **family**

Any of the following people if they normally live with you:

- › your spouse, partner or defacto
- › your children, your spouse's or your partner or defacto's children
- › your parents or parents-in-law and your partner's or defacto's parents
- › your brother and sisters.

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## **fixtures and fittings**

Parts of your boat that are permanently built in or installed in your boat hull which if removed, leave a hole or damage behind.

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## **incident**

A single occurrence which is not intended or expected to happen by you.

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## **in use**

Being used for its intended purpose and you or your authorised operator are on or with the boat.

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## **limit**

The most you can claim for any one incident. It includes GST.

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## malicious damage

Deliberate or intentional damage, including vandalism.

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## market value of your boat

The amount that it would cost to buy your boat from a professional boat dealer taking into account the type of boat, manufacturer, model, age, condition and wear and tear of your boat.

We will obtain the market value from industry guides if it is published. If not published, we will obtain the market value from a person qualified to determine the market value of your boat (eg. a reputable boat dealer).

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## modification

Alterations or additions, including changes to the hull, motors or boat trailer, or any other work that changes the performance, security or value of your boat.

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## motor

A machine that converts energy into moving your boat or working mechanical parts on your boat. A 'motor' includes propeller, shaft, jet unit, motor wiring, motor instruments and control cables. Common boat motors are:

- inboard motors
  - outboard motors
  - stern drive motors
  - winch motors.
- 

## not in use

Your boat is at the place where you normally keep it when you are not using it (eg. your house, unit, flat, marina) and there is no-one on or with your boat.

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## observer

A person on or in your boat responsible to look out for and warn the operator about hazards to water skiers and things towed by your boat.

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## operator

The person driving, controlling or in charge of your boat.

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## passenger

Someone carried in or on your boat.

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## period of insurance

When this insurance cover starts to when it ends. It is shown on your certificate of insurance.

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## policy

Your insurance contract. It consists of this PDS and any SPDS we may have given you, your application for insurance and your latest certificate of insurance.

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## pollution

Oil, fuel, waste, lubricants, coolants and debris accidentally discharged from your boat.

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**premium**

The amount you pay us for insurance. You also pay stamp duty, goods & services tax (GST), any additional government charges and Fire Services Levy (FSL) if applicable.

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**private use**

Using your boat wholly for personal pleasure or recreational sporting activities and not used for hire, charter or fee or any income earning activity.

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**product disclosure statement (PDS)**

PDS is the name of this document and contains some important terms of your insurance cover. It should be read together with your certificate of insurance. If there are materially adverse changes to your PDS, we will send you a supplementary PDS (SPDS) or a new PDS.

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**race or racing**

Participating in an organised competition with other boats over a designated distance or route.

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**sails**

Includes standard and running rigging and protective covers.

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**seaworthy**

In good condition, good working order and able to operate safely and efficiently for the purpose it is designed for.

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**substitute boat**

A boat not belonging to you, not being a rental or charter boat, which is of a similar type and size to your boat and registered if required by law.

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**sum insured**

The most you can claim for any one incident. The amount is shown on the certificate of insurance or in this PDS. The sum insured includes GST.

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**supplementary PDS (SPDS)**

A document that updates or adds to the information in the PDS.

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**tender**

An additional smaller boat designed for commuting to or from your boat. A tender is usually towed behind or carried on your boat.

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**total loss**

When we decide that your boat is uneconomical, impractical or unsafe to repair.

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**unseaworthy**

Not in good condition, not in good working order or unable to operate safely and efficiently for the purpose it is designed for.

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**water skier**

A person towed by your boat.

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**we, us, our**

GIO General Limited ABN 22 002 861 583.

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**you and your**

The people or entity shown as the insured on your certificate of insurance.

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**your boat**

See page 7.

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## If you have a complaint

For complaints about this product or our services, please tell the people who provided your initial service. Or you can:

Phone us on	1800 689 762 (FREE CALL)
Fax us on	1300 767 337
Write to us at	Reply Paid 1453 Customer Relations Unit RE058 GPO Box 1453, BRISBANE QLD 4001 or
Email us on	customer.relations@suncorp.com.au

We will try to settle your complaint within **1** working day. If we can't, we will tell you within **3** working days that we have received your complaint and try to settle it within **21** days. For more information on our complaints handling process, please contact us.

If you are dissatisfied with our decision or the way we handled your complaint, please let us know. Otherwise, you can also contact the Financial Ombudsman Service. You need to do this within **2** years of receiving our final decision.

The Financial Ombudsman provides a free service and is a totally independent and impartial body. They will tell you if they can help you, as their services are not available to all customers. If you want more information on the Financial Ombudsman Service, please ask us for a brochure. Their contact details are:

Telephone	1300 780 808 (for the cost of a local call)
Address	GPO Box 3 Melbourne, Victoria 3001
Fax	(03) 9613 6399
Email	info@fos.org.au
Web	www.fos.org.au

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle, home or boat repair bills
- staged vehicle, home or boat incidents
- false or inflated home, vehicle or boat claims
- home, vehicle or boat fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud, call 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice.

You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

## Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [apra.gov.au](http://apra.gov.au) or by calling 1300 13 10 60.

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## How to contact us

- › Phone us **24 hours a day – every day**
- › For enquiries **13 10 10**
- › For claims **13 14 46**
- › Report any suspected insurance fraud to our hotline on **1300 881 725**
- › Visit one of our **branches** or **agencies**
- › Find us on the web at **[gio.com.au](http://gio.com.au)**

## Who we are

This insurance is issued by

GIO General Limited  
ABN 22 002 861 583  
AFSL No. 229873

Level 18  
36 Wickham Terrace  
Brisbane QLD 4000

