



# MARINE INSURANCE

Trailer, Boat & Personal Watercraft



Make your dream a reality.

## CONTENTS

INTRODUCTION	2
COMPREHENSIVE COVER	6
ADDITIONAL BENEFITS	7
OPTIONAL BENEFITS	12
LEGAL LIABILITY COVER	14
EXCLUSIONS TO YOUR LIABILITY	16
GENERAL CONDITIONS	18
CLAIMS	20
DEFINITIONS	22
OUR OBLIGATIONS TO YOU	25



# YAMAHA MARINE INSURANCE

## POLICY WORDING

Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy section below headed "Definitions".

## ABOUT THE INSURER

The Insurers of this insurance are certain underwriters at Lloyd's of London (Lloyd's). Lloyd's of London has been a pioneer in insurance and has grown over 325 years to become the world's leading market for specialist insurance. Lloyd's of London insures people, businesses and communities in more than 200 countries and territories. Lloyd's of London's unique capital structure provides excellent financial security to policy holders. This insurance is underwritten by certain underwriters at Lloyd's of London (Underwriters). Lloyd's of London has current financial strength rating of A+ with Standard & Poor's and is listed on the London Stock Exchange.

## ABOUT YAMAHA AND ITS SERVICES

Yamaha Motor Insurance New Zealand Limited is the administrator of this insurance as Coverholder for Lloyd's. Yamaha Motor Insurance has been given binding authority by Lloyd's which allows it to enter this policy and handle and settle claims for it, subject to the terms of the binder authority. In dealing with this policy Yamaha Motor Insurance New Zealand which acts for Lloyd's and not You.

Our contact details are:

- Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

This document and this insurance may be provided to You by a Yamaha Motorcycle dealer or Yamaha Motor Insurance New Zealand Limited.



# YAMAHA MARINE INSURANCE (cont.)

## YOUR DUTY

You should carefully read this policy and any other documentation that We send You such as Your Certificate of Insurance. If You do not fully understand this policy please contact Yamaha Motor Insurance, who will be able to explain it to You:

- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- Telephone: 0800 664 678

This policy has been designed by Yamaha Motor Insurance in conjunction with Yamaha to give Boat and Personal Watercraft owners like You, simple and easy to understand cover to protect You in the event of a crisis such as a collision, accident, fire or theft. This policy gives You added benefits, which may not be covered by other insurers, which will help You get back on the water sooner.

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

## QUERIES AND CHANGES

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please: contact our Yamaha Marine Insurance customer service team:

- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

- Telephone: 0800 664 678
- In writing:  
Private Bag 94412  
Botany, Auckland New Zealand 2163

## YOUR DUTY OF DISCLOSURE

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

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that

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

### If You do not tell Us something

If You do not tell Us anything You are required to, We may refuse to pay a claim and treat the contract as if it never existed.



# IMPORTANT INFORMATION

## HOW WE PROTECT YOUR PRIVACY

Lloyd's and Yamaha Motor Insurance are committed to protecting Your privacy in accordance with the Privacy Act 2020 (the "Act"). In this section dealing with Privacy, "We", "Our" and "Us" refers to both Lloyd's and Yamaha Motor Insurance.

This Privacy Statement outlines why, how we collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals you provide information about.

## WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information so We can:

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

You also have a legal obligation to disclose certain information. Failure to disclose information required may result in Yamaha Motor Insurance and Lloyd's declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

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

## HOW WE COLLECT YOUR PERSONAL INFORMATION

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

We collect it directly from You or Your agent.

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

This may include:

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

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

this privacy notice;

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

## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

In the course of underwriting and administering Your Policy as well as providing services to You, we may disclose Your information to:

entities to which We are related, in the case of Yamaha Motor Insurance, our insurers, reinsurers, contractors Our representatives or third-party providers providing services related to Us or who are administering Your policy;

- other insurers and reinsurers;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.
- We also may need to disclose information to persons located overseas.
- We may disclose personal information to our related bodies corporate and third party suppliers and service providers located overseas. We take reasonable steps to ensure that the overseas recipients of Your personal information do not breach the privacy obligations relating to Your personal information.
- We may disclose Your personal information to entities located outside of New Zealand, including the following:
  - India, Australia, Japan, Singapore and the United Kingdom;
  - our data hosting and other IT service providers,

located in Singapore and the United Kingdom.

- These countries may change from time to time and as may be notified in Our Privacy Policy from time to time.

## YOUR ACCESS TO PERSONAL INFORMATION

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

- In writing:  
Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

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

## CONSENT ACKNOWLEDGMENT

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

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

Yamaha Motor Insurance:

- By phone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- In writing: Private Bag 94412  
Botany, Auckland New Zealand 2163

## DISPUTE RESOLUTION PROCESS

We are committed to handling any complaints about Our products or services efficiently and fairly. If You have a complaint about Our products or services You can contact Us and request that Your matter be reviewed by management by writing to:

- The Complaints Manager  
Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [complaints@yminz.co.nz](mailto:complaints@yminz.co.nz)

If you are dissatisfied with the service, insurance or the financial services provided by the insurer, please contact the Complaints Manager listed above.

Yamaha will acknowledge your complaint within 5 business days and provide you with the contact details of the person handling your complaint. We will issue our response to your complaint within 10 business days.

If more time is needed to collect necessary information or complete any further investigation required, we will agree with you a reasonable alternative timeframe.

If you are not satisfied with the response to your complaint, you should contact Lloyd's for consideration under their dispute resolution process. You can contact Lloyd's at:

Lloyd's Underwriters' General Representative in New Zealand

Mr Scott Galloway

c/o Hazelton Law

PO Box 5639

Wellington New Zealand

Phone +64 4 472 7582

Fax: +64 4 472 7571

Email: [idrnz@lloyds.com](mailto:idrnz@lloyds.com)

Your dispute will be acknowledged within 5 working days of receipt, and Lloyd's will send a final response on behalf of the Underwriters within 10 business days.

If we are unable to resolve your complaint within 8 weeks of receiving your original complaint, or if you are still not satisfied with the outcome, you can choose to have your complaint independently reviewed by the Insurance & Financial Services Ombudsman (IFSO).

The IFSO provides a free and independent dispute resolution service for consumers who have a dispute with

their financial service provider falling within its terms. You can contact the IFSO at:

The Insurance & Financial Services Ombudsman Scheme (IFSO)

PO Box 10-845

Wellington 6143 New Zealand

Phone: 0800 888 202 or +64 4 499 7612

Fax: +64 4 499 7614

[info@ifso.nz](mailto:info@ifso.nz) [www.ifso.nz](http://www.ifso.nz)

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

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to You to use the services of FSCL.

## FAIR INSURANCE CODE

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

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

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



# BOAT & PERSONAL WATERCRAFT COVER

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

Subject to the terms, conditions limitations and exclusion of Your Policy and any other documentation provided to You, We will cover You for Accidental Damage to Your Boat or Personal Watercraft caused by any of the Insured Events specified in the left-hand column of the table below.

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

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

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

## ADDITIONAL BENEFITS FOR BOAT OR PERSONAL WATERCRAFT COVER

Subject to the terms, conditions limitations and exclusion of Your Policy and any other documentation provided to You, the Policy is extended to include the following Additional Benefits when Your Boat or Personal Watercraft is Damaged as a result of one of the Insured Events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply to each additional benefit in the event of such loss of Damage including any sub limits that may apply. The exclusions operative and any applicable limits in relation to such benefits only are found in the right-hand column directly adjacent to such specific additional benefit.

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

ADDITIONAL BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING: (See also General Exclusions)	COVER LIMIT PER CLAIM
<p><b>THIRT SIX (36) MONTH REPLACEMENT</b></p> <p>If Your Yamaha powered Boat or Yamaha WaveRunner Personal Watercraft is declared a Total Loss within thirty six (36) months of its original registration, We will at Our option replace Your Yamaha powered Boat or Yamaha WaveRunner Personal Watercraft with one of the same make, model or series. If a replacement Yamaha powered Boat or Yamaha WaveRunner Personal Watercraft is not currently available We will pay You the Sum Insured Subject to the applicable exclusion, we will also pay Out of Pocket Expenses up to the limits noted in the Additional Benefits section of this Policy below.</p> <p>The cover provided will end as soon as one of the following occurs:</p> <ul style="list-style-type: none"> <li>• The Policy is cancelled;</li> <li>• Thirty six (36) months from the original registration of Your Boat or Personal Watercraft;</li> <li>• Your Boat or Personal Watercraft has been sold;</li> <li>• Your Yamaha powered Boat or Yamaha Branded PWC is no longer covered by the Policy.</li> </ul>		Market Value or Sum Insured as specified on Your Certificate of Insurance
<p><b>TYRE AND RIM</b></p> <p>We will cover You for Damage to Your Boat or Personal Watercraft's Trailer tyre/s and or rim/s due to Impact With a Solid Object which causes the tyre to puncture, burst, blow out or Damage to the rim so the tyre cannot be inflated. No Excess is applicable to a claim made under this additional benefit.</p>	<ul style="list-style-type: none"> <li>• Failure of the tyre/s or rim/s due to wear and tear or gradual deterioration.</li> </ul>	\$1,500 in total

ADDITIONAL BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING: (See also General Exclusions)	COVER LIMIT PER CLAIM
<b>EMERGENCY ASSISTANCE</b>  We will pay the cost of towing Your Boat or Personal Watercraft in an emergency during the Period of Insurance to Your home or the nearest place where repairs can be made.  No Excess is applicable to a claim made under this additional benefit.		\$5,000 in total
<b>LOST KEYS</b>  We will cover You for the loss or theft during the Period of Insurance of the keys of Boat or Your Personal Watercraft including the costs associated with recoding the new keys. No Excess is applicable to a claim made under this additional benefit.		\$1,500 in total
<b>OUT OF POCKET EXPENSES</b>  We will cover You for the following in connection with replacing Your Boat or Personal Watercraft as a result of a Total Loss covered under this Policy: <ul style="list-style-type: none"> <li>• Dealer delivery fees;</li> <li>• Registration costs.</li> </ul>	<ul style="list-style-type: none"> <li>• Out of Pocket Expenses unless We replace Your Yamaha powered Boat or Yamaha WaveRunner Personal Watercraft within 3 years of its original date of registration.</li> </ul>	\$1,500 in total
<b>REPATRIATION COSTS</b>  We will pay the reasonable travel costs for You and/ or Your immediate family members to return to Your home city after an event occurs which results in a claim payable under this policy. The cover provided by this benefit will only be paid if the Damage sustained by Your Boat or Personal Watercraft necessitates Your immediate return home. No excess is applicable to a claim made under this additional benefit.		\$2,000 in total
<b>TOURNAMENT COVERAGE AND FEE REIMBURSEMENT</b>  We will cover You for the loss of entry fees paid by You should a claim payable under this policy cause You to miss or withdraw from a fishing tournament. The cover provided by this benefit will only be paid if the Damage sustained by Your Boat necessitates Your withdrawal. No excess is applicable to a claim made under this additional benefit.		\$2,000 in total

<b>ADDITIONAL BENEFITS</b>	<b>OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING:</b> (See also General Exclusions)
<p><b>PERSONAL ACCIDENT</b></p> <p>You are covered in the event of</p> <ul style="list-style-type: none"> <li>• death; or</li> <li>• an injury causing permanent and total loss of:               <ol style="list-style-type: none"> <li>1. sight of an eye;</li> <li>2. the use of a limb;</li> <li>3. the thumb or any finger;</li> </ol> </li> </ul> <p>during the Period of Insurance caused directly and solely by a violent, visible and external Accident which occurs while You are using Your Boat or Personal Watercraft for private pleasure purposes or voluntary rescue work.</p> <p><b>We will pay up to:</b></p> <ul style="list-style-type: none"> <li>• the Personal Accident Sum Insured of \$50,000 or the amount shown on Your Certificate of Insurance for claims involving death, permanent and total loss of use of a limb or the total loss of sight of an eye;</li> <li>• up to 20% of the Personal Accident Sum Insured of \$50,000 or the amount shown on Your Certificate of Insurance for claims involving permanent and total loss of the thumb or any finger.</li> </ul> <p><b>We will also pay:</b></p> <ul style="list-style-type: none"> <li>• Your reasonable costs up to \$5,000 for certain emergency expenses You incur as a result of the personal Accident providing that the costs are not covered by ACC or another government or private scheme or arrangement. You must produce receipts for all costs incurred.</li> <li>• Your funeral expenses to a maximum benefit of \$5,000 where Your death arises directly and solely by an Accident which occurred whilst using Your Boat or Personal Watercraft.</li> </ul>	<p>The cover under this additional benefit only applies to individual(s) that are listed as an insured on Your Certificate of Insurance.</p> <p>If more than one individual is listed as an insured on Your Certificate of Insurance the amount payable to the individual claiming under this additional benefit will be limited to the amount payable, divided by the number of individuals shown on Your Certificate of Insurance as insureds.</p> <p>Our payment is subject to the individual claiming under this additional benefit obtaining medical attention for the Accidental injury from a registered medical practitioner and undergoing any medical examination requested by Us.</p> <p>The cover under this additional benefit does not apply whilst racing.</p> <p>We will not pay for any claims where:</p> <ul style="list-style-type: none"> <li>• the injury or death is self-inflicted, including suicide or attempted suicide whilst sane or insane; or</li> <li>• the death, permanent injury, total loss of the use of a limb, thumb or any finger, or loss of sight of an eye occurs after 12 months of the date of the Accident.</li> </ul>

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

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

Subject to all applicable limitations, terms and exclusions, we Agree to provide the following covers;

<b>ADDITIONAL BENEFITS</b>
<p><b>VOLUNTARY RESCUE WORK</b></p> <p>We extend cover under this Policy for Damage caused by the Insured Events detailed under the INSURED EVENT – YOU ARE COVERED FOR: section where You use Your Boat or Personal Watercraft for voluntary rescue work.</p>
<p><b>CONSIGNMENT</b></p> <p>We extend cover under this Policy for Damage caused by the Insured Events detailed on under the INSURED EVENT – YOU ARE COVERED FOR: section while Your Boat or Personal Watercraft is on consignment for sale at a professional marine dealership.</p> <p>Lay-up cover is not available while Your Boat or Personal Watercraft is on consignment.</p>
<p><b>NEW FOR OLD – YAMAHA OUTBOARD MOTOR/S</b></p> <p>If Your Yamaha outboard motor(s) is/are Damaged as a result of an insured event in the “INSURED EVENT – YOU ARE COVERED FOR:” section and We accept Your claim We will pay for Damage to mechanical and electrical components of the motor, up to its Agreed Value or Market Value (whichever is applicable), on a new for old basis.</p>
<p><b>SALVAGE</b></p> <p>If Your Boat or Personal Watercraft is Damaged or sinks Accidentally during the Period of Insurance and We agree to recover it or the law requires that it must be removed, We will pay the reasonable costs of the Salvage Charges incurred for the removal/recovery of the wreck. This cost will be paid in addition to the Sum Insured for Your Boat or Personal Watercraft noted on Your Certificate of Insurance.</p>
<p><b>REPLACEMENT PERSONAL WATERCRAFT</b></p> <p>Cover is provided if You purchase another Boat or Personal Watercraft to replace Your Boat or Personal Watercraft described on Your Certificate of Insurance, and You have:</p> <ul style="list-style-type: none"><li>• notified Us within twenty-one (21) days of its purchase; and</li><li>• We have agreed to cover it under the Policy; and</li><li>• You have agreed to pay Us the premium We require for it.</li></ul>

The policy is extended to include the following Other Benefits when Your Boat or Personal Watercraft is Damaged as result of one the Insured Events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply to each additional benefit in the event of such loss of Damage including any sub limits that may apply.

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

Subject to all applicable limitations, terms and exclusions, we Agree to provide the following covers;

OTHER BENEFITS	OUR EXCLUSIONS – YOU ARE NOT COVERED FOR THE FOLLOWING: (See also General Exclusions)	COVER LIMIT PER CLAIM
<p><b>PERSONAL EFFECTS</b></p> <p>We will cover Damage to Personal Effects owned by You and Your passengers, which are being used or stored on Your Boat or Personal Watercraft at the time of loss or Damage. Proof of ownership will be required to substantiate any clam payable under this benefit. Unless otherwise agreed in the Policy, a \$200 Excess applies to all claims made under this additional benefit.</p>	<ul style="list-style-type: none"> <li>• Damage to Personal Effects other than clothing, shoes, waterproof apparel, prescription glasses, prescription sunglasses and go pro cameras.</li> <li>• Damage to Personal Effects unless they were on You or Your passengers or were used or stored on or in Your Boat or Personal Watercraft at the time of loss.</li> <li>• Theft of Personal Effects unless there is physical evidence of violent and forcible entry into Your place of storage.</li> </ul>	<p>\$1,500 per item</p> <p>\$10,000 in aggregate.</p> <p>In the event of a Total loss, these cover limits are included within the Sum Insured and are not in addition to it</p>
<p><b>WATER SPORTS EQUIPMENT</b></p> <p>We will cove Damage to Water Sports Equipment owned by You, which is being used or stored on Your Boat or Personal Watercraft at the time of loss or Damage. Proof of ownership will be required to substantiate any clam payable under this benefit. Unless otherwise agreed in the Policy, a \$200 Excess applies to all claims made under this additional benefit.</p>	<ul style="list-style-type: none"> <li>• Theft of Water Sport Equipment unless there is physical evidence of violent and forcible entry into the place of storage on Your Boat or Personal Water craft.</li> <li>• Damage to Water Sport Equipment unless the items were on or being used with Your Boat or Personal Watercraft at the time of loss</li> <li>• Theft of Water Sport Equipment unless there is physical evidence of violent and forcible entry into Your place of storage.</li> </ul>	<p>\$1,500 per item,</p> <p>\$10,000 in aggregate</p> <p>In the event of a Total loss, these cover limits are included within the Sum Insured and are not in addition to it</p>

## OPTIONAL BENEFITS FOR BOAT OR PERSONAL WATERCRAFT COVER

Subject to the terms, conditions limitations and exclusion of Your Policy and any other documentation provided to You, the following Optional Benefits can be added to Your Boat or Personal Watercraft Cover. An additional premium may apply. If selected any benefits We agree to provide cover for will be shown on Your Certificate of Insurance. The cover limits detail the maximum amounts that apply to each additional benefit in the event of such Damage including any sub limits that may apply. The exclusions operative and any applicable limits in relation to such benefits only are found in the right hand column directly adjacent to such specific additional benefit.

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

<b>OPTIONAL BENEFITS - YOU CAN ADD TO YOUR COVER:</b> (only applicable if We have agreed to provide the cover and if specified as covered in the Certificate of Insurance)	<b>OUR EXCLUSIONS - YOU ARE NOT COVERED FOR THE FOLLOWING:</b> (See also General Exclusions)	<b>COVER LIMIT PER CLAIM</b>
<b>LAY UP COVER</b>  If You take this option, the cover for Your Boat or Personal Watercraft is restricted to Accidental Damage caused by the Insured Events detailed on under the INSURED EVENT - YOU ARE COVERED FOR: section, occurring while Your Boat or Personal Watercraft is within the gates, walls or fence of Your home address (or at any location You have advised Us of and We have agreed to cover in writing) as shown on Your Certificate of Insurance. This restriction in cover gives You a monthly discounted premium and only applies during the period shown on Your Certificate of Insurance.  Lay-up cover is not available while Your Boat is on consignment.	<ul style="list-style-type: none"> <li>• Damage while in transit unless Your Boat or Personal Watercraft is being taken to or from a marine dealership for servicing and maintenance.</li> <li>• Damage while Your Boat or Personal Watercraft is on consignment.</li> </ul>	Sum Insured as specified on Your Certificate of Insurance
<b>PERSONAL WATERCRAFT RACING</b>  If You have paid the additional premium required and Your Certificate of Insurance has racing cover endorsed onto Your Policy, We will cover You for Damage sustained to Your Personal Watercraft whilst You are competing in any sanctioned New Zealand Jet Sports Boating Association race or event.		Sum Insured as specified on Your Certificate of Insurance

## MOTOR ONLY COVER

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

Yamaha Marine Insurance Motor Only cover will cover Your Yamaha Outboard Motor if it is Damaged as a result of one of the Insured Events detailed under INSURED EVENT – YOU ARE COVERED FOR. The cover limits detail the maximum amounts that apply to each additional benefit in the event of such Damage including any sub limits that may apply. The exclusions operative and any applicable limits in relation to such benefits only are found in the right-hand column directly adjacent to such specific additional benefit.

It does not provide cover for Your Boat or Personal Watercraft, or liability arising out of the use of Your Boat or Personal Watercraft.



## LEGAL LIABILITY COVER

The cover provided in this section will apply if You have selected Boat or Personal Watercraft Cover or You otherwise choose just to take out Legal Liability Cover, paid the applicable premium and it is shown as covered on Your Certificate of Insurance (subject to the other terms and conditions, exclusions and limitations of the Policy).

### We will cover Your Legal Liability

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

1. **using Your Own Boat or Personal Watercraft which causes:**

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

Cover under (i) will also cover the negligence of someone using Your Boat or Personal Water Craft with Your permission in the same circumstances.

2. **when using a substitute Boat or Personal Watercraft which causes:**

- Accidental death or bodily injury during the Period of Insurance to a person other than You;
- Accidental Damage to other people's property; provided that:
  - You have permission from the owner to use the substitute Boat or Personal Watercraft;
  - Your Boat or Personal Watercraft is not being used at the time;
  - You or any member of Your household do not own or have any interest in the substitute Boat or Personal Watercraft.

## MARINA INDEMNITY

We extend cover to include liability imposed upon You by the terms and conditions of any lease or agreement for the provision of a Berth, mooring or storage facility which You may own or use

## THE AMOUNT WE WILL PAY

We will pay the cost of compensation and legal fees and expenses that You or any other person covered by the Policy is legally liable for provided that We consent to the costs of any legal fees and expenses You or they incur in writing before they are incurred.

The maximum amount We will pay under this cover is the Limit of Liability amount shown on Your Certificate of Insurance in total for all claims that arise from any one Accident, during the Period of Insurance.

This maximum includes all legal fees and expenses.

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

#### We will cover Your Legal Liability for:

- property Damage caused by or arising from a sudden unexpected and unintended discharge directly or indirectly arising from the release or escape of fuel or lubricants from Your Boat or Personal Watercraft occurring at a clearly identifiable time and place during the Period of Insurance, provided that the fuel or lubricants are being used in connection with the operation of Your Boat or Personal Watercraft at the time of Loss;
- the cost of cleaning an Accident site following the abovementioned discharge, release, or escape of fuel or lubricants provided that You are legally liable for the clean- up, and
- any fines or penalties imposed on You for a breach of any environmental protection legislation ("the breach") provided that the breach was not caused by gross negligence or misconduct by You or any person in possession of Your Boat or Personal Watercraft with Your permission. Cover for fines and penalties is limited to a maximum of \$50,000 during the Period of Insurance.

We will pay no more than \$500,000 (inclusive of legal costs and any fines or penalties) for any one Accident.

## **WATER-SKIING AND AQUAPLANING ACTIVITIES - PERSONAL WATERCRAFT ONLY**

This additional benefit applies to Personal Watercraft only. An optional benefit is available for an additional premium if You want to add this cover for Your Boat. Refer below for further details.

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

- Accidental death or bodily injury during the Period of Insurance to a water skier or aquaplaner (including You) towed by Your Personal Watercraft;
- Accidental death or bodily injury during the Period of Insurance to any person caused by a water skier or aquaplaner being towed by Your Personal Watercraft;
- Accidental Damage during the Period of Insurance to another person's property caused by a water skier or aquaplaner being towed by Your Personal Watercraft.

This benefit will also cover the water skier or aquaplaner being towed by Your Personal Watercraft for their Legal Liability to others for Accidental death or bodily injury or Damage to another person's property during the Period of Insurance.

In addition to the Legal Liability exclusions specified under "exclusions to Your Legal Liability cover", the following exclusions will apply to this benefit.

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

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

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

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

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

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

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

- Accidental death or bodily injury during the Period of Insurance to a water skier or aquaplaner (including You) towed by Your Boat;
- Accidental death or bodily injury during the Period of Insurance to any person caused by a water skier or aquaplaner being towed by Your Boat;
- Accidental Damage during the Period of Insurance to another person's property caused by a water skier or aquaplaner being towed by Your Boat.

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

In addition to the Legal Liability exclusions specified under "exclusions to Your Legal Liability cover", the following exclusions will apply to this benefit.

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

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

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

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

# EXCLUSIONS TO YOUR LEGAL LIABILITY COVER

## We will not pay for Legal Liability that arises:

- from bodily injury, illness or death:
  - to You or any person covered by the Policy unless specifically covered elsewhere in this Policy;
  - to any person allowed by You to control Your Boat or Personal Watercraft;
  - to a person who is covered or should have been covered by any compulsory compensation insurance, including any compulsory third party insurance; either caused by, directly or indirectly from, or in any way connected to the activity of scuba diving.
- from Damage to:
  - any property owned by You or in Your physical or legal control;
  - any property owned by, or in the physical or legal control of a person allowed by You to control Your Boat or Personal Watercraft;
  - third party property arising while Your Boat or Personal Watercraft is being towed by a vehicle or from Your Boat or Personal Watercraft breaking away from or Accidentally becoming detached from the towing vehicle.
- from Waterskiing or Aquaplaning activities with Your Boat unless the optional benefit for "Waterskiing and Aquaplaning Activities – Boat Only" has been selected by You and has been noted on Your Certificate of Insurance;
- while Your Boat or Personal Watercraft is in the charge of or physical control of Boat or Personal Watercraft repairers, yacht clubs or marina operators unless for emergency purposes to minimise any Damage covered under the Policy;
- out of the towing of any persons or objects in the air;
- from the transmission of any disease;
- from asbestos or any product containing asbestos
- from any event or liability for which You are required by law to hold an insurance policy or otherwise covered under any compulsory insurance;
- for any penalties, fines, punitive or exemplary or aggravated damages for which You are liable;
- for actions brought against You in a court outside New Zealand or a court that applies law that is not New Zealand law.
- Your own gross negligence or misconduct;
- the gross negligence or misconduct of any person in possession of Your Boat or Personal Watercraft with Your permission;

## GENERAL EXCLUSIONS OPERATIVE IN RESPECT OF BOAT & PERSONAL WATERCRAFT COVER AS WELL AS LEGAL LIABILITY COVER

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

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

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

- Your Boat or Personal Watercraft covered by the Policy being used for Boat or Personal Watercraft racing or speed tests, unless You have advised Us and

We have agreed to extend cover in writing;

- a lack of reasonable care, protection and/or security of Your Boat or Personal Watercraft covered by the Policy or other insured property;
- Your Boat or Personal Watercraft covered by the Policy exceeding the speed limit shown on Your Certificate of Insurance;
- the use of Your Boat or Personal Watercraft covered by the Policy or other insured property for any unlawful or illegal purpose;
- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism;
- pollution or contamination except as otherwise specifically covered in the Policy;
- an incident involving Your Boat or Personal Watercraft while it is outside the Geographic Limits shown on Your Certificate of Insurance unless specified in this insurance or unless You have advised Us and We have agreed to extend cover in writing;
- a bushfire or named cyclone within the first 48 hours of the start of the Policy unless You bought Your Boat or Personal Watercraft on the original start date of the Policy (not including a renewal) or You transferred a Boat or Personal Watercraft Insurance Policy, with equivalent cover, from another insurance company without interruption in cover;
- electronic or mechanical derangement of electronic equipment, data, virus, malfunction or processing error;
- mechanical, structural, electrical or electronic breakdown or malfunction unless directly caused by one of the insured events listed earlier in this Policy;
- the modification of Your Boat or Personal Watercraft from the manufacturer's specifications unless You have advised Us and We have agreed to extend cover in writing;
- mechanical parts that are not in accordance with the manufacturer's original specifications; unless You have advised Us and We have agreed to extend in writing;
- the seizure and/or overheating of Your Motor unless caused by an event that is covered under the Policy;
- radioactivity or the use, existence or escape of any
- nuclear fuel, nuclear material or nuclear waste.
- the transporting of Your Boat or Personal Watercraft on its own Trailer, by road, rail or ship except to the extent the cover under the Transit Damage Insured Event applies.

#### **You are also not covered for:**

- loss of income or loss of profit;
- Your liability under any contract, or if You have agreed to or accepted liability without Our agreement first;
- acts or omissions by You or someone with Your consent, if the acts are unlawful or are intended to be done with reckless disregard for the consequences.

## **OTHER EXCLUSIONS**

### **Several Liability Notice**

The subscribing Insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co- subscribing Insurer who for any reason does not satisfy all or part of its obligations.

### **Biological or Chemical Materials**

It is agreed that this Insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **Fraudulent Claim Clause**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

### **Terrorism Exclusion Endorsement**

Terrorism Exclusion: Notwithstanding any provision to the contrary with in this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement An act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any

section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **GOODS AND SERVICES TAX (GST)**

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

## **GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES UNDER THE POLICY**

### **Keep insured property in good condition and Repair and always protected**

Irrespective of whether Your cover is Boat & Personal Watercraft or Legal Liability only, You must maintain Your Boat or Personal Watercraft, Trailer, Equipment and Accessories in a good state of repair and condition. Any Damage caused by poor maintenance is not covered under the Policy. You must also make reasonable efforts to protect Your Boat and Personal Watercraft, Trailer, Equipment and Accessories from any Damage. If You make a claim and knew about something that could cause Damage to Your Boat or Personal Watercraft and You did not make reasonable efforts to avoid it before the Damage occurred, then We may reduce or refuse to pay a claim. If You do suffer Damage to Your Boat or Personal Watercraft, Trailer, Equipment and Accessories You must also make reasonable efforts to prevent any further Damage.

### **Keep proof of ownership and value**

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

The easiest way to do this is by keeping receipts,

valuations and other forms of purchase confirmation such as model and serial numbers.

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

### **Tell us if you modify your Boat or Personal Watercraft or change its use**

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

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

Please be aware that some modifications We don't know about or don't agree to insure may entitle Us to refuse or reduce a claim payment. Therefore, always answer any questions We ask You about Your Boat or Personal Watercraft accurately and honestly and tell Us about any modifications You make to Your Boat or Personal Watercraft.

### **Transfer of Interest**

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

### **Meeting your other obligations**

You will need to meet other conditions of the Policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the Policy to the extent permitted by law.

### **Applicable Excess**

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

### **Specific Excess Details**

There is however some Excesses which may apply irrespective of whether they are reflected on the

Certificate of Insurance. These are:

- a \$2,000 Excess will be applied to any claim for theft when You store Your Boat or Personal Watercraft within a complex that has shared parking arrangements and there are no signs of visible and forcible removal of Your Boat or Personal Watercraft.
- a \$1,000 Excess will be applied to any claim for theft where there is no physical evidence of violent and forcible removal of Your Boat or Personal Watercraft.
- the Excess noted on the Certificate of Insurance will be applied to any claim for Damage to Your Personal Watercraft's Motor caused by water inflow where the Hull has had an Impact With a Solid Object that has caused a break in the Hull,
- a \$5,000 Excess will be applied to any claim for Damage to Your Boat or Personal Watercraft's Motor caused by water inflow where there has been no Impact With a Solid Object and no break in the Hull,
- a \$5,000 Excess applies if Your Boat or Personal Watercraft is uneconomical to repair due to water inflow Damage and Your Boat or Personal Watercraft is declared a Total Loss.

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

#### **Age/ Experience Excess**

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

- Who is 25 years of age or younger or,
- Who has held an approved licence or licence endorsement issued by an authority for the use of the Boat or Personal Watercraft for less than 2 years.

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

#### **Racing Excess**

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

#### **Nil Excess**

No Excess is payable for claims relating to:

- death or bodily injury under the Personal Accident and or Legal Liability cover provided by the Policy;
- Damage to Your Boat or Personal Watercraft which is caused by a third party providing You can identify the

third party at fault and provide their name, address, phone number and insurance company details. This waiver of the Excess does not apply to any claims whilst racing Your Boat or Personal Watercraft;

- theft if Your Boat or Personal Watercraft was fitted with an New Zealand supplied and monitored Microdot Identification system or GPS/ GSM Tracking device and there is evidence of violent and forcible removal of Your Boat or Personal Watercraft.
- Lost Keys; or
- Emergency Assistance

#### **Other Party's Interests**

We only cover Your interest in the insured property, unless We specifically include cover for the interest of another party.

You must tell Us of the interests of all parties (e.g. credit providers or other owners) whose interests You want covered by the Policy. We will cover their interests only if You have told Us about them and We have shown them on Your Certificate of Insurance.

#### **If You Have Borrowed Money To Buy Your Boat or Personal Watercraft**

If a credit provider is shown as having an interest in Your Boat or Personal Watercraft on Your Certificate of Insurance and, if You have a claim and We agree to settle on a cash basis, We have the option of making this payment to the credit provider in full or part settlement of Your claim.

In this situation, We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your finance contract.

#### **Reinstatement of Sum Insured For Certain Claims**

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

#### **If Your Boat or Personal Watercraft is a Total Loss**

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

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

# CLAIMS

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

- report the event to the appropriate Maritime Authority;
- do what You can to prevent any further Damage, cost or liability;
- tell the police if the event involves theft, attempted theft, Malicious Damage or impact;
- contact Yamaha Motor Insurance as soon as possible;
  - By phone: Yamaha Motor Insurance: 0800 664 678
  - By e-mail: [claims@yminz.co.nz](mailto:claims@yminz.co.nz)

## You must never, without Our consent:

- admit guilt, fault or liability or take any action which may be construed as such (except where required by law);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or Damage);
- dispose of any Damaged property.

## We will also require You to:

- provide Us with the proof that We require regarding Damaged items or Out of Pocket Expenses;
- help Us manage the claim, which may include Us inspecting Your Boat or Personal Watercraft or asking You questions, or You providing written statements to Us under oath;
- keep items that have been Damaged and allow Us to inspect them or assess repair costs;
- allow Us to take possession of Damaged property that is the subject of a claim;
- send Us any communication You receive relating to the claim (including telling Us of pending court proceedings or offers of settlement);
- help Us as We work to negotiate, defend or settle any claim made under the Policy and to exercise for Our benefit Your legal right of recovery against any other party;
- tell Us about any other insurance that may be relevant to the claim.

## What happens after you make a claim?

If Your Boat or Personal Watercraft is covered under the Policy We will at Our discretion:

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

## Costs of dismantling, diagnosis and reassembly

If You make a claim for Damage to Your Boat or Personal Watercraft, We may require You to dismantle it or authorise Us to dismantle it, so We can assess Your claim and/or decide if it is valid. We may refuse to assess or pay Your claim if You do not agree to this.

If We determine that the claimed Damage is not covered, You will be responsible for the costs of the above dismantling as well as any costs associated with it (including but not limited to any diagnosis, reassembly, repair, and/or replacement costs).

If We determine that the claimed Damage is covered, We will settle Your claim in accordance with the terms and conditions of the Policy (including the operation of any Excess). However, We will never pay more than the relevant Sum Insured or limit specified in this document or on Your Certificate of Insurance, less any applicable Excess.

If We pay You the reasonable cost of repairing or replacing Your Boat or Personal Watercraft, Trailer or Personal Effects or Equipment and Accessories Our payment will be based on the cost required to repair or replace it as near as possible to its appearance and condition immediately prior to the claimed loss or Damage.

If Your claim involves Damage to the mechanical and electrical components of the Motor and We decide to repair or replace the Motor then We will only use, genuine parts subject to the availability of such parts.

## Expenses to avoid or minimise loss

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

- removing Your Boat or Personal Watercraft to safety (including emergency towing);

- drying all the electrical equipment on Your Boat or Personal Watercraft and Motor;
- cleaning and oiling of the Motor by a qualified mechanic.

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

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

### **Geographic limits and Period of Insurance**

Cover is only provided under the Policy in relation to events causing Damage or liability which occur:

- during the Period of Insurance; and
- within the Geographic Limits shown on Your Certificate of Insurance. All cover provided by the Policy will be automatically suspended when Your Boat or Personal Watercraft clears New Zealand Customs for the purpose of leaving New Zealand waters and will recommence when it clears New Zealand Customs on return.

However, We will provide cover in the following circumstances:

- if Your Boat or Personal Watercraft goes beyond the Geographic Limits to reasonably respond to an unforeseen emergency;

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

### **Sanctions**

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/ or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the policy.



# DEFINITIONS

## **Accident/Accidental/Accidentally**

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

## **Agreed Value**

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

## **Berth**

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

## **Boat**

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

## **Certificate of Insurance**

means the relevant Certificate of Insurance We give You when You first buy the Policy or whenever any part of the Policy is changed or when the Policy is renewed. You should always check to ensure the information shown on Your Certificate of Insurance is correct. If anything is incorrect please contact Us immediately.

## **Damage/Damaged**

means any form of physical harm or physical loss that occurs to Your Boat or Personal Watercraft during the Period of Insurance, excluding any normal wear and tear or any evident physical harm prior to this Policy being inception.

## **Equipment and Accessories**

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

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

Accessories include Boat or Personal Watercraft covers, portable fuel tanks (fuel bladders), anchors and safety equipment as required by law.

## **Excess**

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

## **Finance Contract**

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

## **Fire**

Means Accidental Damage caused to Your Boat or Personal Watercraft from combustion of materials

## **Geographic Limit(s)**

means all waters within New Zealand and those waters off the coast of New Zealand as shown on Your Certificate of Insurance and/or other Policy documents.

## **Hull**

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

## **Impact With A Solid Object**

means hitting or coming into contact with a non-liquid substance

## **Lay up**

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

**Lloyd's**

means certain underwriters at Lloyd's of London the insurers of this insurance policy.

**Limit of Liability**

means the amount shown on Your Certificate of Insurance which is the maximum amount We will pay for all claims that arise from one Accident under the Legal Liability cover. This maximum includes all legal fees and expenses.

**Malicious Damage**

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

**Market Value**

means the retail value of items of a similar type, age and condition, with adjustment for special features if any. We may use recognised industry publications to calculate the value of Your Boat or Personal Watercraft.

**Motor**

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

**Out of Pocket Expenses**

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

- delivery charges;
- registration costs.

**Period of Insurance**

means the period that You are covered by the Policy. It commences at the time We agree to insure You and finishes at 4.00pm on the date of expiry of the Policy. This period is shown on Your Certificate of Insurance.

**Personal Effects**

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

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

**Personal Watercraft**

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

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

**Policy**

means Your insurance contract with Us. It includes

- the Policy Wording document,
- the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement is issued by Us.

**Salvage**

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

**Salvage Charges**

means reasonable charges and expenses which are incurred in salvage or in preventing or minimising Loss to Your Boat or Personal Watercraft.

**Sum Insured**

- means for an Agreed Value Policy the sum(s) insured shown on Your Certificate of Insurance for any item(s). We will pay this amount in the event of a Total Loss of the relevant item(s).
- means for a Market Value Policy the sum insured shown on the Certificate of Insurance for any item(s). The maximum We will pay is the lesser of the sum insured and the Market Value of the item(s).

**Tools**

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

### **Total Loss**

means;

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

### **Total Loss Payment**

means a pay out of the lesser of the market value and the full sum insured for Your Boat/PWC in respect to a total loss. If a credit provider is noted as having an Interest in Your Boat /PWC on Your Certificate of Insurance and, if You have a claim and We agree to settle on a cash basis, We have the option of making this payment to the credit provider in full or part settlement of Your claim. In this situation, We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your finance contract. The Total Loss Payment includes any deductions for items such as excess or any premium due under this policy

### **Trailer**

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

### **Waterskiing or Aquaplaning**

Means a person or persons being towed across the surface of the water either barefoot, or on waterskis or other similar equipment professionally designed and

manufactured for the purpose of being towed by Your Boat or Personal Watercraft.

### **Water Sports Equipment**

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

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

### **We, Us, Our**

means certain underwriters at Lloyd's acting through their Coverholder Yamaha Motor Insurance New Zealand Limited

### **You, Your**

means the person or persons named as the insured on Your Certificate of Insurance. If more than one person is named as the insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all those people.



# OUR OBLIGATIONS TO YOU

## RENEWING THE POLICY

At least 14 days before the Policy expires We will send You a renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

If You pay Your Policy in monthly instalments you will need to complete the Direct Debit forms each year. Policies will not auto renew. This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

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

## CANCELLING YOUR INSURANCE

You can cancel the Policy at any time by calling Us. We will

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

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

## CONFIRMING TRANSACTIONS

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





## Administered by Yamaha Motor Insurance

FSP 556706

Locked Bag 94412, Botany Auckland, NZ 2163

Phone: 0800 664 678

Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

