



# Boat Insurance

Product Disclosure Statement



# **We are here to help**

To get a quote or to make a change to your Policy, call **8202 4567** or free call from the country on **1300 884 567**.

**Claims 8202 4575**

**Fraud Hotline 8202 4780**

# About this PDS

This Product Disclosure Statement (**PDS**) contains important information to give you a better understanding of Boat Insurance. This is to be read together with your Certificate of Insurance to ensure the product you are buying is right for you. When you purchase a Boat Insurance Policy, this PDS and your Certificate of Insurance form an agreement between us and you, and we enter a contract which is called a Policy (**Policy**).

It is important to know that we may make changes to the PDS that do not negatively affect your Policy without telling you. If needed, we will issue a supplementary replacement PDS. If you would like to be updated of changes to this PDS, you can request a free copy by calling us on 8202 4567 or you can obtain a copy by visiting [raa.com.au](http://raa.com.au)

The Policy and this PDS are prepared, issued and underwritten by RAA Insurance Limited ABN 14 007 872 602 AFSL 232525 (**RAA Insurance**).

Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 (**RAA Group**) arranges the issue of RAA Insurance products on behalf of RAA Insurance.

Prepared 30 August 2021. Effective date 30 September 2021.

All capitalised terms, and some others, used throughout this PDS are defined in the Glossary on page 46.

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## Customer care

### General Insurance Code of Practice

RAA Insurance is committed to following the General Insurance Code of Practice (**The Code**), which aims to achieve the best standards of service and promotes better relations between customers and insurers. The Code describes standards in areas like buying insurance, responding to disasters, claims handling, complaints handling, monitoring and enforcement.

For more information on The Code, contact the Insurance Council of Australia at [insurancecouncil.com.au](http://insurancecouncil.com.au) or by calling **02 9253 5100**.

### Privacy of your personal information

RAA Insurance handles personal information in accordance with the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles, and we will deal with personal information in accordance with the RAA Privacy Policy.

RAA Insurance, its agents (including RAA Group) and third-party service providers may collect information from you or our agents.

RAA Insurance will use your personal information to issue and manage your Policy, to assess the risk you present to us, to process and settle claims, to offer other products and services to you (including from RAA Group or other service providers and intermediaries), to manage our ongoing relationship with you, to provide you with marketing and promotional communications in accordance with your preferences, and otherwise as necessary for our business purposes.

If you do not provide us with this information, we may not be able to issue your Policy or provide our other products and services to you, give you the full range of membership benefits, or process any claims under your Policy.

We may disclose your personal information for such purposes to third parties who provide services to RAA Group or RAA Insurance, and as otherwise required or permitted by law. This may include disclosure of your personal information to recipients located overseas (including the United States or Europe).

Our Privacy Policy contains information about how you may seek access to or provide correct personal information that RAA Insurance holds about you. It also sets out how you may complain about a breach of the Australian Privacy Principles by RAA Insurance, its agents (including

RAA Group) or service providers, and how we will handle such a complaint.

If you provide us the personal information of another person, we will assume you have the appropriate consent or authorisation to give this information to us.

By providing personal information, you, and any other person you give personal information for, consent to the uses and disclosures set out in our Privacy Policy. If you wish to withdraw your consent, please contact us.

### **Financial Claims Scheme**

Your Policy may be considered a ‘protected policy’ under the Financial Claims Scheme (**FCS**). This means that if in the unlikely event we become insolvent, you may be entitled to payment under the FCS should you meet certain eligibility criteria.

You can get information about the FCS from the Australian Prudential Regulation Authority (**APRA**) at [apra.gov.au](http://apra.gov.au) or by calling **1300 558 849**.

### **Support for our members**

We understand that you might need extra support at certain times in your life. This could be due to physical or mental health issues, family violence, language, literacy or cultural barriers, living in a remote location or financial distress. We are committed to being there for our members, which is why our staff are trained to identify and assist those who find themselves in vulnerable situations.

If your Policy is held jointly with another person and you suffer loss from an Incident due to the mental illness, substance abuse, or malicious conduct of that other person we will take this into account when we assess your claim. In these circumstances we may make an ex-gratia payment to you even if we are not legally required to meet your claim.

If you are experiencing difficulties, please let us know, so that we can help support you. Further information about the support we provide is available at [raa.com.au](http://raa.com.au)

## Customer care (continued)

### How to resolve a complaint or dispute

We want you to be happy with your insurance. If you have a complaint or dispute and are unhappy with something to do with your Policy or our service, we would love to hear from you.

To make a complaint please call us on **8202 4567** (Policy) or **8202 4575** (Claims) and speak with one of our consultants, as they may be able to resolve your complaint. You can also make a complaint at one of our shops or by writing to us at **membersupport@raa.com.au** or 101 Richmond Road, Mile End, SA 5031.

Your complaint will be handled by a person with appropriate authority, knowledge and expertise. We will tell you the name and the contact details of the person assigned to liaise with you about your complaint.

We will keep you informed about the progress of your complaint at least every 10 Business Days, unless it is resolved earlier, or you agree to a different timeframe.

If your complaint cannot be resolved directly with us or remains unresolved 30 days from when you first lodged the complaint, we will tell you the reasons for the delay and the contact details for the Australian Financial Complaints Authority (**AFCA**). You can seek an external review by contacting AFCA. Before a complaint is investigated by AFCA, they will ask that you first talk to us, so that we will have an opportunity to resolve the matter.

AFCA is a free service and is an independent and impartial body. You can contact AFCA at:

**Website:** [afca.org.au](http://afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Fax:** 03 9613 6399

**Mail:** Australian Financial Complaints Authority Limited,  
GPO Box 3 Melbourne, VIC 3001

Further information about our processes for handling complaints is available at **raa.com.au**



## **Important things you should know**

### **Your duty to take reasonable care not to make a misrepresentation**

We will ask you questions before we agree to insure you or renew, extend, or vary your Policy. When answering those questions and providing information to us you have a legal duty to take reasonable care not to make a misrepresentation to us.

You have this duty until we agree to insure you or until we agree to renew, extend, or vary your Policy.

The answers and information you provide to us are relevant to our decision to insure you so it is very important that you answer all of the questions fully, honestly and accurately.

We may consider that you have breached your legal duty if any of the answers or information you provide to us are inaccurate, false or misleading, or if you withhold information from us.

When you receive an insurance renewal, we will ask you if any of the information you have previously provided for your Policy has changed. We will ask you to tell us about any change to this information or confirm that there is no change. At that time you also have a duty to take reasonable care not to make a misrepresentation to us.

Again, the answers and information you provide when you receive an insurance renewal are relevant to our decision to insure you so it is very important that you answer them fully, honestly and accurately and that you provide the correct information.

### **If you breach your duty to take reasonable care not to make a misrepresentation**

It is very important that you answer all of our questions fully, honestly and accurately as there can be significant consequences if you fail to do so.

If you breach your duty to take reasonable care not to make a misrepresentation, we may cancel your Policy or reduce the amount we will pay you if you make a claim, or both.

If your breach is fraudulent, we may refuse to pay a claim and treat the Policy as if it never existed.

### **Your responsibility**

It is your responsibility to take reasonable care to give us the correct information.

Please check any Certificate of Insurance we send you to make sure the information you have given us is correct.

## **Important things you should know (cont.)**

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

### **Joint Holders of a Policy**

If more than one person is named as the Insured on the Certificate of Insurance, each person is a joint holder of the Policy and referred to as a Co-Insured.

Each Co-Insured authorises us to share their personal information and information regarding the Policy with the other Co-Insured(s). You may revoke this authorisation at any time during the term of the Policy by contacting us.

Each Co-Insured may make changes to the Policy, but they are not allowed to remove the other Co-Insured(s) from the Policy without consent of the other Co-Insured(s). If you seek to cancel or make changes to a Policy, we may consult with any other Co-Insured but we are not obliged to.

### **Delegated Authority**

A Delegated Authority is someone who is appointed by you to act on your behalf. Delegated Authorities are authorised to enquire about and make adjustments to a Policy and to lodge and manage claim(s) on behalf of you. **Delegated Authorities are not permitted to initiate or cancel a Policy.** Delegated Authorities can only be appointed by written or verbal authority of the Insured, and the authority will continue until a written or verbal request is made to remove the authority.

### **Information which may affect your Policy**

During the term of your Policy, you must tell us immediately if there has been a change to any of the following:

- Accessories or Modifications to your Boat;
- the use of your Boat, including any Business Use;
- storage location of your Boat;
- ownership of your Boat;
- claims history relating to you and any Co-Insured (including where any subsequent claims are denied under a different policy);
- criminal history relating to you and any Co-Insured (including any new offences, charges, or convictions);
- condition of your Boat – including any Damage to the Boat (whether the subject of a claim or otherwise);

- whether your Boat is subject to finance; and/or
- construction material used for your Boat.

If a change to any of these factors occurs:

- you may need to make a change to your Policy;
- you may need to pay an additional Premium and/or Excess;
- we may cancel your Policy; and/or
- we may decide not to renew your Policy.

If you do not advise us of these changes and we find out, we may cancel your Policy or reduce the amount we will pay for a claim under this Policy.

### **Is this Policy right for you?**

We have made a target market determination for this product. It is a document that describes who this product is suitable for. You can view it at [raa.com.au](http://raa.com.au)

Please consider the terms of this PDS and our target market determination to ensure this Policy is right for you.

### **Cooling-off Period**

If you are not happy with the cover you have chosen, we offer a Cooling-off Period of 21 days. This means you can cancel your Policy within 21 days of the Inception Date set out on your Certificate of Insurance (Cooling-off Period) by telling us and requesting cancellation. If you cancel during the Cooling-off Period, and you have not made a claim within the Cooling-off Period, we will give you a full refund of any Premium you have paid. If you make a claim during the Cooling-off Period, you are deemed to have waived your right to cancel the Policy.

If you do not tell us of your decision to cancel within the Cooling-off Period, the Policy will remain active from the Inception Date and you must pay your Premium. Failure to pay your Premium, if due within the Cooling-off Period, will not constitute a request to cancel your Policy.

The Cooling-off Period is only applicable for new business and does not apply to renewal of a Policy.

### **Term of your Policy**

Your Policy will start on the Inception Date and continue for a term of either 6 or 12 months at your election. The Inception Date and Expiry Date are shown on your Certificate of Insurance. Before your Policy expires, we will send you information about the next term of insurance.

## **Important things you should know (cont.)**

### **When this Policy comes into effect**

The Policy (i.e. the contract between you and us) is formed when you receive your Certificate of Insurance. The Policy applies from the Inception Date shown on your Certificate of Insurance.

### **What is covered by this Policy?**

The Policy applies to your Boat and will apply for the benefit of you and any Co-Insured. The Policy covers you and anyone else you have authorised to drive your Boat. There are specific exclusions set out in the descriptions of each element of the Policy, which are additional to the General Exclusions of the Policy (see pages 25–32). Depending on your circumstances, there may also be some specific variations/exclusions or additional Excess requirements set out on your Certificate of Insurance. Carefully read the details listed on your Certificate of Insurance to make sure you are comfortable with the information you have provided, together with any variations/exclusions or additional Excess requirements.

### **What is not covered by my Policy?**

There are certain Incidents that are not covered by your Policy.

These are either:

- excluded from the definitions or descriptions of Loss or Damage to your Boat, Legal Liability, Additional Benefits, Optional Covers in the relevant sections of this PDS; or
- set out in the section ‘General Exclusions’ on pages 25–32.

### **What is the cost to me?**

When you take out the Policy, you will need to pay the Premium.

The amount of the Premium will depend on a number of factors including, for example, details of your Boat. This is described further on page 9.

If you make a claim under the Policy you may be required to contribute to the cost of the claim by paying what is known as an Excess. This is described further on pages 12–13.

If you make a claim, and you then withdraw your claim or we refuse to accept it, you may be required to pay any costs we have incurred in connection with processing the claim. This is described further on page 35.

### **Does my Policy cover Business Use?**

If your Boat is used for any Business Use or purpose other than Private Use, you must disclose this information to us as we may not offer a Policy to cover this, or additional conditions may apply to your Policy (for example, exclusions or additional Excess requirements).

This includes situations where you lease, hire or lend your Boat to another person for Business Use and where you or someone else leases, hires or lends your Boat to another person.

If we agree to extend your Policy to cover your Boat for Business Use, it will be noted on your Certificate of Insurance.

### **Credit provider's rights**

If we decide to pay cash for a claim and your Boat is subject to any finance, we may be required to pay some or all of this amount to the credit provider shown on your Certificate of Insurance.

### **Defined Terms**

All capitalised terms used throughout this PDS have the definition as set out in the Glossary on page 46. We have also included definitions for 'you', 'your', 'we', 'our' and 'us' in the Glossary.

### **We are here to help**

If you have any questions, give us a call on **8202 4567**.

# About the Premium

## Premium

The Premium is the amount you pay for the Policy. All Premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. A minimum Premium applies for every Policy. The information you give us may affect how the risk is assessed, and therefore the amount of the Premium payable. Check your Certificate of Insurance to make sure all information is true and correct. If the information is not true and correct, call us immediately on **8202 4567**.

## How we calculate the Premium for insurance

The base Premium that you pay for your Policy will depend on the following factors (among others):

<b>Premium Factor</b>	<b>Possible Impact</b>
<b>Discounts</b>	You may qualify for one or more of the discounts offered by us.
<b>Amount of Basic Excess selected</b>	Your Premium may be affected by the amount of Basic Excess selected.
<b>Sum Insured</b>	A higher Sum Insured will normally attract a higher Premium.

**If you select an Optional Cover: Waterskier's liability and/ or Racing risk (yachts and sailing boats only) you will pay an additional Premium.**

## Changes in Premium

Each time you renew your Policy, your Premium is likely to change, even if the details of your Boat or your personal circumstances have not changed. This is because Premiums are affected by many factors including:

- new and updated data we use to calculate the Premium;
- the cost of claims we have paid and expect to pay in the future;
- any changes in government taxes, levies or charges; and
- the cost of running our business.

## **Payment of Premium**

You may elect to pay your Premium up-front or by instalments.

### **Upfront payment**

You must pay your Premium in full by the due date shown on your Certificate of Insurance. If you do not pay the Premium by the due date, we may cancel the Policy by written notice to you.

### **Pay by instalments**

If you have a 12 month Policy term you can pay your Premium by instalments via a monthly direct debit from your bank account or credit card.

You are responsible for ensuring your account/credit card has sufficient clear funds to pay each debit on the day it is due. We may deduct two payments in the first month, depending on your monthly payment date.

If you fail to pay an instalment and it remains unpaid for:

- 14 days, we may refuse or limit our liability to pay your claim until you pay the outstanding instalments; or
- more than 1 month, we may cancel your Policy with immediate effect by written notice to you.

A copy of our Direct Debit Request Service Agreement is available from [raa.com.au](http://raa.com.au)

### **Outstanding Premium following Total Loss**

If your Insured Property is a Total Loss, then following settlement of your Claim:

- this Policy will be cancelled with no refund of your Premium; and
- you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy).

## **Alteration or cancellation of your Policy**

### **Altering your Policy**

You may ask us to change your Policy at any time.

Where that change results in a change to your Premium, we will not charge or refund any amount unless it results in a change to your total Premium of \$20 or more.

### **Cooling-off**

You can cancel your Policy during the Cooling-off Period provided you have not made a Claim. If you cancel your Policy during the Cooling-off Period, we will cancel the Policy on the date you tell us that you are Cooling-off. We will refund all Premium paid by you, however we will not Cover you under this Policy.

### **If you cancel your Policy**

You can cancel your Policy at any time after the Cooling-off Period.

If you cancel your Policy after the Cooling-off Period, the cancellation takes effect on the date you tell us or any future date you give us. We will continue to Cover you under this Policy until the effective date of your cancellation. If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund your Premium.

### **If we cancel your Policy**

We may cancel your Policy at any time by written notice to you as permitted by law or this PDS, including where you fail to make payments, or fail to disclose important information to us. We will continue to Cover you under this Policy until the date of cancellation notified to you.

If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund any Premium paid.

### **If your Policy is void**

If you or any Co-Insured or anyone acting on your or their behalf has fraudulently failed to disclose or misrepresented information to us at the time of taking out your Policy, we may void the Policy from its inception (treat the Policy as if it never existed) in accordance with the *Insurance Contracts Act 1984*. If we void the Policy, we will refund any Premium paid in respect of the Policy and we will not Cover you under this Policy.



## **Excess**

If you make a claim, you may be required to pay a contribution towards the claim. This is known as an Excess. There are different types of Excess which may apply at the time of the claim. The type(s) of Excess which apply to your Policy will be shown on your Certificate of Insurance.

### **Basic Excess**

A Basic Excess is the amount you have agreed to pay as a contribution if you make any claim. Unless otherwise specified in this PDS, the amount payable as your Basic Excess will be the same for all claims as shown on your Certificate of Insurance. We may increase your Basic Excess on renewal of your Policy. Any change will be stated on your renewal notice and as RAA provides flexible Excess options, you may change the amount of your Basic Excess by contacting RAA.

For an explanation of the Basic Excess options available to you, call **8202 4567**.

### **Additional Excess**

#### **Non-removable Excess**

Other Non-removable Excess(es) may apply to your Policy. These are an additional Excess which may apply to your Policy as a result of an individual risk review, or information relating to:

- your Boat;
- your or a Co-Insured's claims history; and/or
- Accessories or Modifications.

A Non-removable Excess may apply on inception. It may also be added upon renewal of your Policy to reflect any change to the above information.

The amount of any Non-removable Excess will be shown on your Certificate of Insurance, together with a description of the reason for the Excess. A Non-removable Excess applies to all claims unless noted in the description that it only applies to certain claims.

Each Non-removable Excess is in addition to any Basic Excess you are required to contribute.

## **Excess (continued)**

### **Waiver of Excess**

We will waive all Excesses payable for claims made for:

- an Incident where, in our opinion, the driver/rider of the other vehicle was more than 50% at fault and you can supply:
  - the full name and address and either the phone number or email address of that driver/rider, and
  - the registration details of the other vehicle; or
- an Incident involving Theft or vandalism, where you give us a Police report that shows the name and address of the offender who has been charged with or convicted of the crime.

### **Excess per Incident**

If you make a claim and it is caused by more than one Incident, you will need to make a claim for each Incident and pay the applicable Excess(es). For example, if you reverse out of a berth in a marina into another boat and damage the rear end of your Boat and then accelerate forward and hit a jetty causing damage to the front of your Boat, this is considered two Incidents.

If your claim for loss or damage is caused by a single Incident, and you need to claim under multiple benefits of your Policy, we will only ask you to pay one Basic Excess and any applicable Non-removable Excess.

### **Payment of Excess**

We only provide cover under this Policy if the amount of the claim is more than the Excess payable.

You will only be required to pay an Excess if your claim is accepted. Where an Excess is payable, we will tell you the options for payment of the Excess, which may include:

- payment by you to us;
- deducting it from the amount we pay you under the claim; or
- payment by you to a supplier or repairer assisting with the claim.

## Your Policy

Subject to the General Exclusions (see pages 25–32) and other terms and conditions set out in this PDS, under this Policy you can make claims for:

- Incidents causing loss or damage to your Boat (Comprehensive Cover);
- Legal Liability (Legal Liability Cover);
- Additional Benefits applicable to your Boat (Additional Benefits); and/or
- Optional Covers – Waterskier’s liability and/or Racing risk (yachts and sailing boats only) (If selected and shown on your Certificate of Insurance).

Unless specified otherwise in this PDS, each claim for any Incident is limited to the Sum Insured of your Boat.

In addition, for some Incidents there will be a Specific Limit on the amount you can claim under this Policy (Specific Limit). Where a Specific Limit applies it is specified in the description of the relevant benefit. A Specific Limit overrides the general limit of the Sum Insured and may result in the amount you can claim being below the minimum amounts prescribed by the *Insurance Contracts Act 1984*.

### What is insured as ‘Boat’?

We will Cover you for loss or damage to your Boat shown on your Certificate of Insurance. Your Boat includes:

- its tools, accessories and Modifications that are standard equipment;
- your Boat’s trailer; and
- and any other tool, accessory or Modification specifically agreed by us and shown on your Certificate of Insurance.

## **Your Policy (continued)**

### **What is insured as ‘Contents’?**

We will Cover you for loss or damage to the following types of Contents which are located within your Boat as a result of an Incident occurring to or within your Boat, provided they are owned by you or Contents you are legally responsible for. These include but are not limited to:

- portable household goods including glassware, crockery, cutlery, and cooking utensils;
- appliances including portable refrigerators, microwaves and televisions;
- clothing; and/or
- fishing and diving gear.

### **What is excluded from ‘Contents’?**

Despite the inclusions listed above, we will not Cover you for loss or damage to any of the following items and the following items are excluded from and do not form part of the Contents under the terms of this Policy:

- cash, ATM and credit cards, gift cards, negotiable instruments, shares, travel or other tickets and coupons, stamps, collections, collector’s pins, medals, collector’s coins, bullion, nuggets;
- jewellery, watches, precious metal, precious or semi-precious gems;
- mobile telephones, tablets, laptop computers;
- trailers, tractors, motorcycles, trail bikes, mini bikes, motorised go-karts, motorised scooters;
- helmets or other spare parts and accessories;
- Sporting Equipment, surfboards, surf or water skis, sailboards;
- lawns, trees, shrubs, plants, hedges;
- pets, domestic animals and livestock; and/or
- any item not owned by you.

## Your Policy – Comprehensive Cover

Under this Policy, we will cover your Boat in respect of loss or damage caused by events listed below. This cover is subject to the General Exclusions (see pages 25–32) and other terms and conditions set out in this PDS.

### Loss or damage

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#### What we provide

Loss or damage to your Boat as a result of:

- an Accident;
- fire;
- flood;
- hail;
- malicious damage;
- perils of the sea;
- storm; and/or
- Theft or attempted Theft.

#### Specific Limit

**The maximum that we will Cover you for loss or damage to your Boat arising from any one Incident is the Sum Insured as shown on your Certificate of Insurance. If you are entitled to New Boat Replacement, the Specific Limit will be as specified on pages 37–38.**

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## Your Policy – Legal Liability cover

Under this Policy, we will Cover you for loss or damage to other people's property, as well as their bodily injury or death, caused by or arising out of the use of your Boat as listed below. This cover is subject to the General Exclusions (see pages 25–32) and other terms and conditions of this PDS.

For this section 'you' includes any Driver or passenger who is in or getting in or out of your Boat.

### Loss or damage to other people's property

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<b>What we cover</b>	The amount which you may be held legally liable to pay for loss or damage to a third party's property, as a result of an Incident arising out of the use of your Boat.
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<b>What we do not cover</b>	Loss or damage: <ul style="list-style-type: none"><li>• to property that you have in your control or possession at the time of the Incident;</li><li>• to property owned by you;</li><li>• for any amounts that you are entitled to claim or receive under any other insurance cover or statute; and/or</li><li>• Claims:<ul style="list-style-type: none"><li>– for your bodily injury or death;</li><li>– arising from an Incident where you are Racing under sail or travelling to or from a race on water;</li><li>– arising from scuba diving;</li><li>– arising from any airborne activity such as hang gliding or paragliding;</li><li>– arising from any aerial device such as a ski ramp;</li><li>– arising from towing people and/or objects in the air; and/or</li><li>– arising out of waterskiing and/or towing a Waterskier.</li></ul></li></ul>
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<b>Specific Limit</b>	<b>The maximum we will pay under this Policy for all Legal Liability (not including death or bodily injury) claims arising from any one Incident is \$20,000,000 in total, including all associated Legal Costs we have approved.</b>
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## Legal Liability cover for death or bodily injury

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**What we cover**      The amount which you may be held legally liable to pay for death or bodily injury to any person arising out of the use of your Boat, other than a person who is

- a relative of yours, de facto of yours, or child of any de facto of yours;
- any person who ordinarily resides with you;
- an employee, servant, or agent of yours; and/or
- a contractor or sub-contractor employed or engaged by you.

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**What we do not cover**      We do not cover for:

- liability for death or bodily injury when you have, or should have, cover (wholly or partly) under a compulsory insurance policy or any statutory or compensation scheme or fund covering such legal liability; and/or
- for claims:
  - arising from an Incident where you are Racing under sail or travelling to or from a race on water;
  - arising from scuba diving;
  - arising from any airborne activity such as hang gliding or paragliding;
  - arising from any aerial device such as a ski ramp;
  - arising from towing people and/or objects in the air; and/or
  - arising out of waterskiing and/or towing a Waterskier.

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**Specific Limit**      **The maximum that we will Cover you for all death or bodily injury liability claims arising from any one Incident is \$5,000,000 in total, including all associated Legal Costs we have approved.**

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## Additional Benefits

Under this Policy, we will make the Additional Benefits listed below available when you make a claim which is covered by this Policy. The Additional Benefits are subject to the General Exclusions (see pages 25–32) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section.

### 14-day change of Boat

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<b>What we provide</b>	We will Cover you under the terms of this Policy for any replacement Boat for 14 days once you have sold or disposed of your Boat (as if it was the Boat named on the Policy).
<b>Exclusions</b>	The cover on your existing Boat will cease from the date of purchase of the replacement Boat.
<b>Specific Limit</b>	<b>14 days</b>

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### Choice of repairer

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<b>What we provide</b>	You can select a repairer who we recommend, or choose a different repairer who must meet our minimum standards, provided that no repairs are undertaken without our prior authorisation. We will assist you to find a suitable repairer for your Boat following an Incident, using our experience and first-hand knowledge of repairers. We have a network of repairers who meet our high standards.
<b>Exclusions</b>	When authorising repairs, we will consider the repairer's ability to complete the repair to a standard we expect in terms of safety, quality, fairness, timeliness, regulatory compliance and pricing. If for any reason we do not recommend you proceed with a repairer, we will contact you to discuss your options. If you wish to go ahead with a repairer that does not meet our standards, we will pay you the assessed cost of repairing your Boat, instead of authorising repairs.

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## Contents

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**What we provide** Replacement of Contents (new for old) if an Incident occurs and your Contents are accidentally damaged or stolen from within your Boat.  
See page 15 for inclusions and exclusions of Contents under this Policy.

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**Exclusions** We will not provide a replacement:

- as a result of Theft, attempted Theft or malicious damage without Violent and Forcible Entry to your Boat;
- as a result of Theft, attempted Theft or malicious damage if your Boat is unlocked; and/or
- as a result of wear and tear.

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**Specific Limit** Up to \$2,000

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## Death of Driver

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**What we provide** A single payment made to the estate of the deceased Driver if, while driving your Boat, the Driver is Accidentally killed as a result of a boating Accident. The payment will be made to the Driver's legal guardian if the Driver is under 18.

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**Exclusions** This is not available if your Boat is used for any use other than Private Use.

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**Specific Limit** \$5,000

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## Emergency repairs

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**What we provide** Reimbursement for the cost of emergency repairs if required after an Incident so that you can get your Boat to your destination or the nearest repairer.

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**Exclusions** This does not apply to any additional repairs beyond emergency repairs unless you receive our prior consent.

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**Specific Limit** Up to \$750

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## Additional Benefits (continued)

### Hull inspection

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**What we provide** Reimbursement for the cost of inspecting the Hull of your Boat after running aground, even if no damage is found.

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**Exclusions** This does not apply to any inspection costs if your Boat was not run aground.

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### Legal Costs

---

**What we provide** If you have our express prior agreement, we will reimburse all Legal Costs and legal expenses incurred by you arising from an Incident covered by the Policy.

---

**Exclusions** This does not apply to reimbursement of Legal Costs and legal expenses incurred by you, without our express prior agreement.

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**Specific Limit** **There is no limit as long as you have our express prior agreement.**

---

### New Boat Replacement

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**What we provide** If you are eligible for this benefit (refer below) we will replace your Boat with a new Boat of the same or similar make and model as your Boat (subject to local availability) including all statutory or registration costs.

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**Eligibility Criteria** You will only be eligible for this benefit if, following an Incident, your Boat is deemed to be a Total Loss by us and:

- you purchased your Boat brand new (including demonstration models); and
- your Boat is a Total Loss within 2 years of the start date of the original registration.

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## Rescue expenses

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**What we provide** Reimbursement for the cost of a rescue charged by a maritime rescue organisation if you and your Boat are missing which results in the maritime rescue organisation searching for you and your Boat.

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**Exclusions** This does not apply for any costs if you and your Boat are not reported missing.

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**Specific Limit** **Up to \$5,000 for each rescue.**  
This applies even if no other loss or damage occurs. If this applies in a Total Loss situation the reimbursement costs paid by us under this benefit will be in addition to the amount payable by us for a Total Loss.

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## Salvage

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**What we provide** Reimbursement for the cost of salvage and removal of the wreck of your Boat following an Incident.

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**Specific Limit** **The cost of salvage and removal of the wreck.**

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## Towing and storage

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**What we provide** Reimbursement for the cost of:

- towing your Boat to the nearest repairer or to any other place approved by us; and
- storing your Boat until repairs can be undertaken following an Incident.

---

**Exclusions** This does not apply to the cost of towing and storage if your Boat was not involved in an Incident.

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## Optional Cover

You may elect to have an Optional Cover added to your Policy. This cover is subject to the General Exclusions (see pages 25–32) and other terms and conditions set out in this PDS. In addition, specific exclusions are set out in this section.

An additional Premium will apply for this Optional Cover.

### Racing risk (yachts and sailing boats only)

If Optional Cover – Racing risk (yachts and sailing boats only) is shown on your Certificate of Insurance, we will Cover you for the Additional Benefit set out below. Subject to the General Exclusions (see pages 25–32).

#### Racing risk (yachts and sailing boats only)

---

<b>What we cover</b>	<p>If you are Racing under sail or travelling to or from a race on water, we will:</p> <ul style="list-style-type: none"><li>• Cover you for loss or damage to your Sails, Masts, Spars, standing or running Rigging; and</li><li>• extend the ‘Legal Liability’ cover on pages 17–18 so that it includes Cover for Racing under sail or travelling to or from a race on water (subject to the descriptions of what we do and do not cover and the specific limit set out on those pages).</li></ul>
<b>What we do not cover</b>	<p>Loss damage or liability if your Boat is involved in:</p> <ul style="list-style-type: none"><li>• Racing more than 20 nautical miles off the coastline of Australia; and/or</li><li>• a race covering a total distance of 100 or more nautical miles.</li></ul>

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## **Waterskier's Liability**

If Optional Cover – Waterskier's liability is shown on your Certificate of Insurance, we will Cover you for the Additional Benefit set out below. Subject to the General Exclusions (see pages 25–32).

### **Waterskier's liability**

---

**What we cover**

We will extend the 'Legal Liability' cover on pages 17–18 so that it includes Cover for claims arising out of waterskiing and/or towing a Waterskier for amounts which:

- you or any person you authorise to drive your Boat;
  - any Waterskier using only Water-Skiing Equipment and/or barefoot waterskiing, being towed by your Boat; and/or
  - any person in your Boat acting as an observer when your Boat is being used for waterskiing, may be held liable to pay (subject to the descriptions of what we do and do not cover, and the specific limit set out on those pages).
-

## General Exclusions

In addition to the specific exclusions set out in the explanation of what is covered by this Policy, we may not Cover you for any claim, or may reduce the amount we will pay you for a claim, to the extent the loss, damage or liability caused by, contributed to or arising from any one or more of the following:

\*For the General Exclusions in this section 'you' includes any Driver or passenger who is in or getting in or out of your Boat.

### **Actions following an Incident**

We will not Cover you for loss, damage or liability if following an Incident, the Driver of your Boat fails to remain at the scene of the Incident long enough for interested parties to attend and/or exchange relevant details. For example, we will not Cover you if you unreasonably fail to remain at the scene of the Incident long enough for Police to administer an alcohol test, drug test, breath or blood analysis.

### **Alcohol and/or drugs**

We will not Cover you for loss, damage or liability if at the time of an Incident your Boat is being driven by any person:

- who is under the influence of any drug;
- whose blood alcohol percentage or breath analysis exceeds the concentration prescribed by law in the state or territory where the Incident occurred; or
- who refuses to submit to an alcohol test, drug test, breath or blood analysis.

### **Asbestos**

We will not Cover you for loss, damage or liability arising directly or indirectly out of or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos.

## **Breakdown**

We will not Cover you for loss, damage, or liability for:

- mechanical breakdown and/or failure (e.g. engine seizure);
- structural breakdown and/or failure (e.g. cracked chassis);
- electrical, electronic or computer module breakdown and/or failure (e.g. unexplained ECU failure); and/or
- foreign substances, incorrect fuel and/or water in fuel (e.g. damage to fuel injectors, pumps, pipes and components).

## **Business Use**

We will not Cover you for any loss, damage or liability to or for your Boat where at the time of the Incident your Boat was being used for any Business Use.

## **Care**

We will not Cover you for loss, damage, or liability:

- arising from a lack of maintenance;
- if reasonable care was not taken to protect or safeguard your Boat from the loss or damage; and/or
- if you do not take proper precautions to prevent further loss or damage following an Incident.

We will not Cover you for Theft unless you:

- lock all the doors and windows when your Boat is moored, parked, stored or unattended; and/or
- ensure the ignition keys are not left in your Boat when no one is in it.

## **Consequential Loss**

We will not Cover you for loss, damage, or liability for Consequential Loss of any kind suffered by you or any third party, unless specifically stated elsewhere in this PDS. For example, the loss of an entry fee to a fishing competition already paid by you if you are involved in an Incident and are unable to attend.

## **General Exclusions (continued)**

### **Contamination**

We will not Cover you for loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from any nuclear, radioactive, biological, chemical, or toxic material.

### **Cyber**

We will not Cover you for loss or damage of, or liability caused by:

- any computer, hardware, software, communications system or other electronic device or data connected to or used in connection with your Boat; or
- any cyber outage, computer virus, hacking or other form of cyber attack to the computer systems of any third party (including utilities service providers), unless those circumstances cause an Incident.

### **Dangerous goods**

We will not Cover you for loss, damage or liability caused by the discharge or escape of contaminants, pollutants, or other dangerous goods from your Boat, unless they are substances you are legally allowed to carry.

### **Defects**

We will not Cover you for loss, damage or liability caused by, or as a result of:

- an inherent defect;
- a defective or faulty part;
- defective or faulty workmanship;
- defective or faulty design; and/or
- defective or faulty manufacture or construction,

in respect of your Boat.

### **Depreciation, wear and tear**

We will not Cover you for loss, damage or liability for depreciation, wear and tear, rust, corrosion, osmosis, electrolysis or Damage to your Boat which has occurred over a period of time. This includes, but is not limited to, loss or damage which has occurred over a number of Incidents, crazing, small scratches to paint, rust, bruising, delamination or denting of the Hull during loading, land transit or mooring, gradual structural fatigue, damage caused by pollution and/or water in fuel.



### **Driving after an Incident**

We will not Cover you for loss, damage or liability resulting from you driving your Boat in a damaged condition after an Incident or following a Theft, unless you could not have reasonably detected the damage. This includes, but is not limited to, continuing to drive your Boat following an Incident once your Boat warning devices have activated.

### **Existing Damage**

We will not Cover you for the cost of repairing Damage or poor repairs that existed before the Incident occurred.

### **Failure to advise of changes to your Boat**

We will not Cover you for loss, damage or liability if you fail to advise us of any alteration, conversion or Modification from the manufacturer's specifications of your Boat that would be relevant to us in accepting the risk or continuing to insure your Boat. In addition to not covering you, we may cancel the Policy if you do not advise us of any of these changes (as set out on pages 5–6).

### **Fare, hire or reward**

We will not Cover you for loss, damage or liability if, at the time of the Incident, your Boat is being used in the course of the business of carrying passengers or goods for fare, hire or reward (e.g. water taxi or ferry).

### **High-risk activity**

We will not Cover you for loss, damage or liability resulting from:

- scuba diving;
- any airborne activity such as hang gliding or paragliding;
- any aerial device such as a ski ramp;
- racing under sail, or tested in preparation for racing, pace making or competition, unless Optional Cover – Racing Risk is shown on your Certificate of Insurance;
- towing people in the air;
- towing objects in the air; and/or
- towing a Waterskier unless the Optional Cover – Waterskier's liability is shown on your Certificate of Insurance.

## **General Exclusions (continued)**

### **Illegal act**

We will not Cover you for loss, damage, or liability resulting from, contributed to or caused by your Boat being used in a criminal or illegal act or in breach of any law or regulation by you or by a person acting with your express or implied consent. This includes, but is not limited to, the use of your Boat to transport illicit drugs and your Boat being driven at a speed greater than the relevant speed limit or in an area not permitted.

### **Lawful seizure**

We will not Cover you for loss, damage or liability caused by or as a result of lawful seizure or other operation of law.

### **Loss of use**

We will not Cover you for loss, damage, or liability because you cannot use your Boat.

### **Loss of value**

We will not Cover you for loss, damage, or liability for any loss of value or depreciation to your Boat as a result of an Incident or repairs being performed.

### **Marine rescue**

We will not Cover you for loss, damage or liability as a result of death, injury, loss or damage to property of:

- a paid employee of any voluntary sea rescue organisation while they are an authorised operator or passenger on your Boat; and/or
- any person being rescued by a paid employee of any voluntary sea rescue organisation as a result of your Boat being part of a voluntary sea search and rescue.

### **Marine trade**

We will not Cover you for loss, damage or liability if your Boat is used in connection with the marine trade for experiments, tests, trials or demonstration, or towing of another boat.

### **More than 200 nautical miles off Australia**

We will not Cover you for any loss, damage or liability arising from an Incident if your Boat is more than 200 nautical miles off the coastline of Australia.

### **Non-standard Accessories and Modifications**

We will not Cover you for any loss, damage or liability for any Non-standard Accessories or Modifications, or any non-standard tools, unless you have told us about them, and we have specifically agreed to cover them and they are shown on your Certificate of Insurance and we will not Cover you for loss, damage or liability to or arising from Modifications that are not legal.

### **On consignment**

We will not Cover you for any loss, damage or liability as the result of liquidation, insolvency, bankruptcy or any dispute over the proceeds of a sale made on behalf of you by a Boat dealer, agent or broker, where you have your Boat on consignment for sale.

### **Outside the term of insurance**

We will not Cover you for loss, damage or liability that occurs outside the term of insurance shown on your Certificate of Insurance.

### **Overloading**

We will not Cover you for loss, damage or liability if your Boat is used to carry a greater number of passengers, or to carry or tow a load in excess of that for which your Boat was constructed or is allowed by law.

### **Oversized or undersized motor**

We will not Cover you for loss, damage or liability if your Boat is fitted with a Motor that has a horsepower rating greater or less than that recommended by the designer or manufacturer of your Boat.

### **Pandemic and communicable diseases**

We will not Cover you for loss, damage or liability arising from any disease which can be transmitted by means of any substance or agent from any organism to another organism.

### **Repairs performed without consent**

We will not Cover you for loss, damage or liability arising from any repairs undertaken on your Boat after an Incident, without our prior consent.

## **General Exclusions (continued)**

### **Sail damage**

We will not Cover you for loss, damage or liability from wind or water to Sails when they are attached to running Rigging and had been hoisted or were in the process of being hoisted or dropped to the deck, except under the Optional Cover 'Racing Risk' if this Optional Cover is shown on your Certificate of Insurance.

### **Terrorism – pollution, contamination, explosion or cyber attack**

We will not Cover you for loss, damage or liability for acts of terrorism directly or indirectly caused by contributed to, by resulting from, arising out of or in connection with any:

- biological contamination, explosion or pollution;
- chemical contamination, explosion or pollution;
- nuclear contamination, explosion or pollution;
- radioactive contamination, explosion or pollution; or
- computer virus, hacking or other form of cyber attack, unless those circumstances cause an Incident.

### **Trailer**

We will not Cover you for loss, damage or liability if your Boat is being transported on a Trailer which is not a boat Trailer specifically designed for the transportation of your Boat.

### **Tyres**

We will not Cover you for loss or damage caused to your tyres by the application of brakes, road punctures, cuts or bursts to your tyres.

### **Unlawful purpose**

We will not Cover you for loss, damage, or liability if your Boat is being used for any unlawful purpose by you or any Co-Insured(s).

### **Unlicensed Driver**

We will not Cover you for loss, damage, or liability if your Boat is being driven by you or any person with your consent who:

- is not complying with the conditions of their driver's licence; and/or
- is not licensed to drive such a Boat under all relevant Australian laws, by-laws, and regulations.

### **Unsafe or unseaworthy**

We will not Cover you for loss, damage or liability if your Boat is not Seaworthy or is used in an unsafe condition, and this caused or contributed to the loss, unless you could not have reasonably detected the lack of safety or unseaworthiness.

### **War**

We will not Cover you for loss, damage or liability caused by war, other acts of a foreign enemy (whether war is declared or not) mutiny or revolution. We also will not cover riot, looting or civil commotion following these incidents.

### **Water sport**

We will not Cover you for loss, damage or liability if your Boat is used for or is being tested in preparation for any competition water sport except under the Optional Cover – Racing Risk (yachts and sailing boats only) if this Optional Cover is shown on your Certificate of Insurance.

### **Wilful, reckless, or deliberate act**

We will not Cover you for loss, damage or liability that is caused by, arises from, or involved any act by you or by someone acting with your given or implied consent that:

- is deliberate or intentional;
- is a deliberate lack of action; and/or
- is wilful or reckless.

### **Your faulty workmanship**

We will not Cover you for loss, damage, or liability as a result of your faulty workmanship on your Boat.

## Claims – Information

### **When you want to make a claim under this Policy, we recommend that you:**

- follow the steps outlined on pages 39–40;
- do everything reasonable to prevent or limit further loss or damage; and
- if applicable, report any Incident to the Police.

### **And we recommend that you do not:**

- carry out or authorise repairs yourself (except for emergency repairs, see page 20);
- dispose of any damaged property;
- admit liability or guilt, or negotiate to settle any claim with anyone else, including the insurer of any other party involved in the Incident; and/or
- make a false or fraudulent claim.

### **We can only process a claim when we have all the information we need to process the claim, including information from persons driving your Boat, Delegated Authorities and/or Co-Insured(s).**

### **Contribution**

In addition to any applicable Excess, you may be required to contribute to the Cost of repair or replacement of tyres, engines, Accessories, paintwork, bodywork, Hull, masts, spars, rigging, sails, batteries or interior trims affected by wear and tear, rust, corrosion or Damage, which has occurred prior to the loss. If additional repair or replacement work is necessary to complete the repairs which arise from your claim you will be required to pay for the additional repair or replacement. We will let you know if you need to make a contribution prior to settlement of the claim and tell you how it needs to be paid.

### **Goods and Services Tax (Government charge)**

All amounts insured, shown on your Certificate of Insurance, include Goods and Services Tax (GST). If you make a claim, you must tell us of any entitlements you may have to input tax credits on this Policy. We will not cover any GST, fine, penalty or charge if you give us incorrect information. If you are or would be entitled to claim any input tax credits for the repair or replacement of your Boat, we will reduce any settlement offer by the amount of that input tax credit.

## **Legal rights**

We have full discretion in the conduct, defence or settlement of any claim and to take any action in your name to recover any money paid by us. You must seek our consent before you can agree to settle, compromise your claim or make any admission of liability or payment for loss or damage to any third party in respect of your claim. If you do not seek our consent, subject to the law we may reduce or refuse to pay your claim.

## **Pairs or sets**

If any part of your Boat consists of a pair or Set (e.g. seats), we will only pay for the repair or replacement of the part that is lost, damaged or stolen. If we cannot repair or replace the part, we will pay the replacement value for that part only. We will not pay for any decrease in the value of the pair or Set.

## **Pay for other benefits**

If you are entitled to any Additional Benefits in connection with your claim, these will form part of your settlement.

## **Salvage of parts**

If we replace or pay the Cost of replacement of any part of your Boat, the replaced item belongs to us.

## **Withdrawing your claim/refusal to accept your claim**

If you withdraw your claim or we refuse to accept it, you will have to pay the costs you have incurred as a result of the Incident.

## **Claims – Information (continued)**

### **Reimbursement**

You will be required to reimburse us for any costs we have incurred in advance of the acceptance of your claim or the costs of any investigation of the claim if:

- you withdraw the claim, or fail to provide the information required to be provided under pages 39–40, after we have incurred investigation costs; or
- your claim is denied because it is fraudulent or because you provided false or misleading information.

This includes but is not limited to any cost incurred for the investigation of your claim and payments made by RAA in advance of the acceptance of your claim, such as those shown in the benefits sections on pages 16–24. You will only be required to reimburse us for investigation costs where we have informed you in advance that the costs would be incurred.

If we accept your claim by mistake, you will need to reimburse us for any amounts we have paid you in relation to the claim.



## Claims – Repair or cash

### Where your Boat is not a Total Loss

If we accept your claim and we determine your Boat is not a Total Loss, subject to the below, we will repair your Boat to the condition it was immediately before the Incident.

If:

- we determine the repair would require the replacement of a part and a suitable like-for-like part is not available;
- we determine the safety, quality or reliability of repairs may be affected by the condition of, or damage to, the Boat that arose before the Incident;
- your chosen repairer does not meet our standards for safety, quality, fairness, compliance or pricing, and you choose to settle your claim for cash in lieu of repairs;
- a repair of your Boat authorised by us is not available within a reasonable timeframe; and/or
- your claim is for the repair or replacement of Contents,

we will pay you cash instead of repairing your Boat.

### If we pay you cash, we will pay you the lesser of:

- the assessed Cost of repairing your Boat to the condition your Boat was in immediately before the Incident; or
- the Cost of replacing your Boat with a Boat of the same or similar age, make, model and condition that your Boat was in immediately before the Incident, less the value of the salvage.

### Where we pay you cash instead of repairing your Boat

If we pay you cash instead of repairing your Boat, you must either undertake to have your Boat repaired or confirm that you do not intend to repair your Boat.

If you tell us you do not intend to repair your Boat we may cancel your Policy if:

- the level of damage is such that we would not have offered you insurance on a Boat in that condition; or
- you do not adjust your Sum Insured to reflect the value of the damage to your Boat.

The Policy may also be cancelled at your request. If we agree to buy the damaged Boat from you, the agreed amount will be added to your cash payment.

## Claims – Total Loss

### When your Boat is a ‘Total Loss’

Total Loss means:

- we have determined that the Cost of repairs exceeds the Sum Insured, less the value of the salvage; or
- your Boat has been stolen, or was involved in and Incident at sea, and is not recovered within 21 days from the date the claim is lodged, and we have accepted your claim; or
- we have determined that your Boat cannot be repaired to a safe condition.

### If we agree to pay your claim after determining your Boat is a Total Loss, and you are not entitled to the New Boat Replacement benefit:

- we will pay you, or anyone with an interest in your Boat, the Sum Insured shown on your Certificate of Insurance (less any Excesses or unpaid Premium and any adjustment for GST provision);
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy; and
- your Boat will become our property (unless we agree for you to keep the salvage, in which case we will deduct the value of the salvage from the settlement amount).

**If we agree to pay your claim after determining your Boat is a Total Loss, and you are entitled to the New Boat Replacement benefit:**

- we will replace your Boat with a new Boat of the same or a comparable make and model, which will include tools and Accessories that are standard equipment and any other tool, Accessory or Modification specifically agreed by us and shown on your Certificate of Insurance, provided they were attached to or within your Boat at the time of the Incident;
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy; and
- your Boat will become our property (unless we agree for you to keep the salvage, in which case you will be required to pay us the value of the salvage).

**If your Boat is stolen and later recovered after we have settled your claim, the salvage remains our property.**

## Claims – Making a claim

Here is how to make a claim under your Policy, including important factors we consider when working out how to pay for your claim.

### Step 1 – Lodge your claim

Call us Monday to Friday 8.30am-5pm on **8202 4575**.

When you make a claim, we will:

- ask you to give us relevant information to support your claim to make sure that an Incident has occurred, and we may ask you to:
  - establish proof of ownership by giving us details of when and where items were purchased, plus reasonable proof of ownership and reasonable proof of value;
  - give us written statements or any correspondence relating to the claim, including notice of any pending court proceedings or offers of settlement; and/or
  - meet with our investigators to be interviewed or give us access to relevant documents.
- tell you if an Excess is applicable and how to pay it;
- give you a claim number; and
- give you information on next steps.

So we can follow this process, you must:

- cooperate with RAA and our representatives including our investigators and assessors; and
- help us with your claim and/or comply with any condition of this Policy, including if you need to go to court to give evidence.

### Step 2 – Getting a quote for damage

Visit a repairer of your choice and give them your claim number. The repairer will then:

- inspect, quote and photograph the damage; and
- book your Boat in for repairs if it is repairable.

### **Step 3 – Assessing your claim**

When assessing your claim, we consider and determine the following:

- does your Policy cover the loss, damage or Theft?
- has the damage occurred as described and is it consistent with the Incident?
- is your claim affected by any Specific Limits, exclusions and conditions applicable to the Policy?

### **Step 4 – Settling your claim**

To settle your claim, we will as required under this Policy do one of the following:

- authorise the repairer to proceed with the repairs on your Boat;
- declare your Boat a 'Total Loss'; or
- pay you cash in lieu of repairs.

### **Your Obligations**

You are required to:

- pay any Excess or other contribution that applies;
- pay any outstanding Premium (including any remaining monthly instalments for the term of the Policy);
- if applicable, make your Boat available for the repairer; and/or
- if applicable, help with any recovery action.

## **Claims – Common questions**

### **Will your Premium go up on renewal because you made a claim?**

Your Premium will not be affected by any claim.

### **Will we cancel your Policy if you make too many claims?**

We may decline to renew your Policy depending on the number and type of claims you make. On renewal of your Policy we may decline to provide certain types of Optional Cover(s) and/or apply a Non-Removable Excess to your Policy. We will not cancel your Policy during the term, unless your Boat is a Total Loss or one of the circumstances set out on pages 37-38 applies.

### **Would you like more information?**

If you have any questions or require information about your claim (including a transaction confirmation) you can call us on **8202 4575**.

## Claims – How your claim is paid

Here are some examples to demonstrate how we calculate claim payments. These do not form part of your Policy terms and conditions and are intended as a guide only, as not all scenarios are covered.

### Example 1 – Total Loss

As the result of an Incident where you were Not at Fault, your Boat has been determined by us to be a Total Loss (see pages 37–38). The Sum Insured shown on your Certificate of Insurance is \$8,000. The Basic Excess on your Policy is \$100. No Non-Removable Excesses apply to your Policy. Your outstanding premium is \$500 for the term of insurance.

<b>What we pay</b>		<b>Information</b>
<b>Your Boat replacement value</b>	\$8,000	Total Loss has occurred. We will pay the Sum Insured shown on your Certificate of Insurance.
<b>Less Excess</b>	\$0	As you were Not at Fault, you do not have to pay the Basic Excess.
<b>Less outstanding premium</b>	-\$500	You are required to Pay any outstanding Premium (this includes any remaining monthly instalments for the term of your Policy).
<b>Total claim</b>	<b>\$7,500</b>	

If you have paid your Premium in full, there will be no refund of Premium.

See 'Claims – Information' on pages 33–35 for details.

## Claims – How your claim is paid (cont.)

### Example 2 – New Boat Replacement

Your Boat has been determined by us to be a Total Loss after it was damaged by fire whilst moored. You purchased your Boat brand new and your Boat, at the time of loss, was less than 2 years old from the date of the original registration. Although the Sum Insured of your Boat shown on your Certificate of Insurance was \$15,000, the Cost to replace it with a brand-new Boat of the same or a similar make, model, and series, including the same options, is \$18,000. The Basic Excess on your Policy is \$100. No Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
<b>Your Boat replacement value</b>	\$18,000	Your Boat is less than 2 years old and the 'New Boat replacement' Additional Benefit applies.
<b>Less Excess</b>	-\$100	You are only required to pay the Basic Excess as your Boat was damaged by fire and was not being driven at the time.
<b>Total claim</b>	<b>\$17,900</b>	

### Example 3 – Damage as a result of an Incident

Your Boat is insured with a Sum Insured of \$14,000 shown on your Certificate of Insurance and has been damaged as a result of an Incident where you were At Fault. Your Boat has been assessed and the repair Cost is \$4,800. The Basic Excess on your Policy is \$100. No other Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
<b>Damage to your Boat</b>	\$4,800	Your Boat is deemed repairable.
<b>Less Excess</b>	-\$100	Basic Excess applies as you were At Fault.
<b>Total claim</b>	<b>\$4,700</b>	

Claims – Information<sup>7</sup> on pages 33–35 for details.



### **Example 4 – Theft of your Boat**

Your Boat has been stolen and has not been recovered. You have reported the Boat stolen to the Police, but the Police have not been able to identify or charge the offender and therefore you are considered to be At Fault. A Sum Insured of \$15,000 is shown on your Certificate of Insurance. The Basic Excess on your Policy is \$100. You may need to pay an additional Non-removable Theft Excess if this is shown on your Certificate of Insurance. No other Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
<b>Theft of your Boat</b>	\$15,000	At time of loss, the Sum Insured of your Boat is \$15,000. We will pay the Sum Insured shown on your Certificate of Insurance.
<b>Less Excess</b>	-\$100	Basic Excess applies as your Boat was stolen and you are unable to provide a Police Report identifying the name and address of the offender who has been charged or convicted.
<b>Total claim</b>	<b>\$14,900</b>	

Claims – Information’ on pages 33–35 for details.

## Claims – How your claim is paid (cont.)

### Example 5 – Theft of Contents from your Boat

The cabin of your Boat was broken into and fishing equipment and some cups and plates were stolen. The thieves gained entry by breaking the window. The replacement Cost of the stolen items is \$350 and the Cost to repair the window is \$200. The Basic Excess on your Policy is \$100.

<b>What we pay</b>		<b>Information</b>
<b>Theft of Contents</b>	\$350	Cover for up to \$1,000 for Theft of Contents from your Boat.
<b>Damage to your Boat</b>	\$200	The Cost to repair the window.
<b>Less Excess</b>	-\$100	Your Basic Excess is \$100 as the loss to your Boat was caused by Theft.
<b>Total claim</b>	<b>\$450</b>	

Claims – Information<sup>1</sup> on pages 33–35 for details.

## Glossary

**Accident** means an event or occurrence which occurs without intent. **Accidentally** has a corresponding meaning.

**At Fault** means all circumstances other than where you are Not at Fault (See **Not at Fault** page 48).

**Boat** means the Boat shown on your Certificate of Insurance including the inclusions set out on page 14.

**Business Use** means any Boat which is registered under a business or is used for any occupational or income earning purposes.

**Certificate of Insurance** means the latest Certificate of Insurance we have given you. It sets out your details, the insurance covers you have chosen and any special conditions, which to understand the full extent of cover must be read together with the PDS, and the terms and conditions of the direct debit authority you give us for the payment of your Premium.

**Co-Insured** means any person who jointly holds the Policy with you, as detailed on your Certificate of Insurance.

**Consequential Loss** means indirect loss, that is, not directly caused by loss, Theft or damage to your Boat, but arising as a result of such loss, Theft or damage.

**Contents** includes the property described as Contents on page 15 but excludes the exclusions set out on page 15.

**Cooling-off Period** means as described on page 6 of this PDS.

**Cost** means:

- for repairs – what it costs to repair; or
- for replacement – the retail price of the item as if it were new at the time of the loss or damage.

**Cover you** means to return you (so far as possible) to the same financial position that you were in prior to the loss, with allowance for wear and tear and depreciation.

**Damage** means, but is not limited to, unrepaired Accident damage, hail, rust, poor paintwork, scrapes, dents and interior damage.

**Driver** means any person operating, using or in charge of your Boat with your express or implied consent.

**Excess** means the amount you need to contribute towards each claim we accept.

## Glossary (continued)

**Existing Damage** means, Damage to your Boat which already existed at the time of the Incident.

**Expiry Date** means the date your Policy expires as shown on your Certificate of Insurance.

**Hull** means the frame and body, including the deck and cabin of your Boat and fixtures installed by the manufacturer.

**Inception Date** means the date your Policy commences as shown on your Certificate of Insurance.

**Incident** means an event or occurrence arising out of one action that gives rise to a right to claim under the Policy.

**Insured** means the interested party who takes out the Policy and who has an economic interest in the Boat and who is named on the Certificate of Insurance.

**Legal Costs** means the costs of legal representation, which have been previously agreed to by us and are for the purposes of reducing our liability.

**Legal Liability** means any of the Incidents described under Legal Liability set out on pages 17–18 of this PDS.

**Masts, Spars, Rigging and Sails** means the masts, booms, fittings, spinnaker poles, standing and running Rigging and protective covers.

**Modification** means any alteration or addition to the Hull, Trailer, wheels, tyres, rims, engine, exhaust, extraction system, drive train, paintwork, suspension, instruments, sound system, interior, or any other work that changes the performance, security or value of the Boat. **Accessory** also has a corresponding meaning.

**Motors** means stern drive units, inboard and outboard engines described in the Certificate of Insurance and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, fuel tank, battery and control cables.

**Non-Standard Accessories or Modifications** means Accessories or Modifications on or to your Boat that:

- are not included as standard equipment as per the manufacturers specification of the make, model and variant of your Boat; or
- were added after the Boat was manufactured.

**Not at Fault** means:

- (a) after an Incident, you were able to provide information regarding the other driver and we have determined that the other driver is more than 50% at fault; or
- (b) after an Incident involving Theft or vandalism you were able to provide a Police report showing details of the offender who has been charged or convicted.

In all other circumstances you are deemed to be **At Fault**.

**PDS** means this Product Disclosure Statement.

**Perils of the Sea** means accidents and dangers related to maritime activities, such as storms, waves, and wind; collision; grounding; fire; flooding, capsizing and sinking; loss of propulsion or steering.

**Policy** means your contract of insurance with RAA Insurance, the terms and conditions of which are set out in this PDS, and your Certificate of Insurance.

**Premium** means the Premium shown on your Certificate of Insurance and as further described on page 9.

**Private Use** means any use other than Business Use. See 'Business Use' on page 46 for details.

**RAA Group** means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807.

**Racing** means the participation in a trial, test or other organised competitive event.

**Seaworthy** means your Boat is safe to use and meets all registration and other legal requirements.

**Set** means a group of similar or complementary items that belong together.

**Specific Limits** means Specific Limits on the various elements of cover provided under the Policy (refer pages 16–22).

**Sum Insured** means the amount shown on your Certificate of Insurance that we agree to insure your Boat for in the event of a Total Loss. The Sum Insured includes:

- its tools, Accessories and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance;
- any GST; and
- all registration and on-road costs.

## Glossary (continued)

**Theft** means the act or crime of stealing which has been reported to the Police and proven to have occurred.

**Total Loss** has the meaning set out on pages 37–38.

**Trailer** means a vehicle designed to be towed by a motor vehicle to transport your Boat.

**Unrepaired Damage** means Damage that is not repaired after an Incident.

**Violent and Forcible Entry** means unlawful entry into your Boat including unlawful use of keys or lock picking. It does not mean opening an unlocked door or window.

**Waterskier** means a person moving as a result of being towed behind your Boat on recognised and acceptable Water-Skiing Equipment.

**Water-Skiing Equipment** means water-skis, wake boards, knee boards or slalom skis and ski biscuits, vests and ropes.

**We, our, us, RAA** means RAA Insurance Limited ABN 14 007 872 602 AFSL 232525, trading as RAA Insurance.

**You, your** means the person, persons, company or companies shown as the Insured or Co-Insured on the Certificate of Insurance. For 'Legal Liability' and 'General Exclusions', the terms 'you' and 'your' are extended to include any person you authorise to drive, or passenger in your Boat.

**Your Boat** means the Boat shown on your Certificate of Insurance and includes safety equipment required by law, the Motors, Sails, Hull and Trailer and while attached to or within the Boat, its tools, Accessories, dinghy, appliances and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance.

## Membership Terms and Conditions

By holding an insurance Policy with RAA Insurance you are automatically entitled to become a member of RAA Group. Below are the terms and conditions that relate to your membership.

- (a) By purchasing this Policy, you agree to become a member of RAA Group and to be bound by the Constitution of RAA Group (available at [raa.com.au](http://raa.com.au)).
- (b) You authorise any officer of RAA Group to execute any document on your behalf that enables you to become a member of RAA Group.



## **We are here to help**

Call 8202 4567 or visit us at an RAA Shop  
[raa.com.au](http://raa.com.au)

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