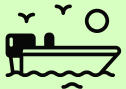


# Product Disclosure Statement

Effective 3<sup>rd</sup> July 2024



Watercraft  
Insurance



## User guide

This Product Disclosure Statement (PDS) has been designed so that **you** can easily navigate the document:




- **Contents list (right)**  
Click on a heading or page number to go to a policy item.
- **Product guide (next page)**  
Click on an item to go to a specific cover.
- **Tabs (bottom)**  
Click on a tab to go to the start of a section of this PDS.

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# Product guide

This guide provides a list of the standard and optional product features applicable to **Comprehensive, Third Party Fire & Theft** and **Third Party Property Only cover**. The guide does not replace or vary our Product Disclosure Statement (PDS), so please read the entire PDS for details of features and benefits.

 Covered  
 Optional cover  
 Not covered

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
Accidental Damage	✔	✘	✘
Intentional Damage	✔	✘	✘
Storm, Hail or Flood	✔	✘	✘
Fire	✔	✔	✘
Theft	✔	✔	✘
Earthquake	✔	✘	✘
Legal Liability: General Liability	✔	✔	✔
Legal Liability: Watersports Liability	✔	✔	✔
Towing, Salvage and Loss Prevention	✔	✔	✘
Emergency Accommodation, Transport and Repairs	✔	✔	✘
Locks and Keys	✔	✔	✘
Watercraft Signwriting	✔	✔	✘
Outboard Motor Refit	✔	✔	✘
Contents	✔	✔	✘

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
Mooring Fees	✔	✔	✘
Temporary Replacement Cover	✔	✘	✘
Counselling Services	✔	✔	✔
Accidental Personal Injury and Death	✔	✔	✘
Sea Rescue Donation	✔	✔	✘
Fishing Record	✔	✔	✔
Contents Upgrade	⊖	⊖	✘
Social Sailboat Racing	⊖	✘	✘

# Important information

This product is issued by:

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**PO Box 849, Buddina**

**QLD 4575**

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**International: +61 7 3719 4800**

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AFSL 316511

The preparation date of the PDS is 1<sup>st</sup> March 2024.

The effective date of the PDS is 3<sup>rd</sup> July 2024.

Youi is a registered general insurance company licensed to provide general advice only about **our** products that does not take into account **your** personal objectives, financial situation and needs which **you** should consider with this PDS before making a decision to acquire this product.

## Product Disclosure Statement

This Product Disclosure Statement (PDS) is designed to help **you** make an informed decision about **our** insurance products and explains the features, benefits, conditions, and exclusions to help **you** to compare it to similar products.

If **you** buy a **policy** from **us**, the cover **you** choose will be shown on **your policy schedule**.

**Your** contract with **us** is made up of the PDS together with **your** most recent **policy schedule**. However, some sections of this PDS do not form part of **your** insurance contract. Where this is the case, it will be clearly indicated in the relevant section.

Any terms in this PDS that are in bold have a defined meaning. Refer to the What Do These Words Mean? section to obtain the full meaning of these terms.

Please read all the information in this PDS and **your policy schedule** carefully and contact **us** if **you** have any questions. If any special conditions apply to **your** cover, they will be listed on **your policy schedule**.

**You** can ask **us** for a confirmation of a transaction relating to **your policy** or any claim by calling **us** on 13 YOUI (9684); for example, **you** can ask **us** to confirm the payment of an **excess**.

For additional details, including information about how **we** are paid, please read **our** Financial Services Guide (FSG) available on **our** website at [www.youi.com.au](http://www.youi.com.au).

## Updates to this PDS

Information in this PDS is subject to change from time to time if it is not materially adverse information. Updated information may be found on **our** website at [www.youi.com.au](http://www.youi.com.au). If **you** request it, an electronic copy of the updated information will be made available to **you** without charge.

## Our promise of cover

If **you** pay **your** premium by the due date/s and fulfil the conditions of **your** contract, **we** will provide **you** with cover for **insured events**, plus the extra covers and any optional covers which have been added to **your policy**, that occur in the **contract period** as shown on **your** most recent **policy schedule**, in accordance with the terms and conditions of this PDS.

## Cooling off period

The cooling off period is the first 20 calendar days from:

- the **policy** start date (if **you** change the start date, the cooling off period applies from the original start date); or
- the renewal date.

## Cancelling your policy

**You** may cancel **your policy** at any time during the cooling off period and **we** will refund **your** payment in full and waive the cancellation fee. This does not apply if a claim has been made under **your policy**.

**You** may cancel **your policy** at any time after the cooling off period and **we** will refund the unused pro-rata portion of **your** premium.

To cover **our** administrative costs, a cancellation fee of \$22.00 inclusive of GST will be deducted from any premium refund **we** give **you** if **you** cancel **your policy** after the cooling off period but before the end of the **contract period**.

The cancellation fee will not apply if:

- at the time of cancellation, **you** replace the cancelled **policy** with another watercraft policy with **us**;
- the **policy** was cancelled by **us**; or
- **we** are no longer able to continue to provide cover due to a change in **your** circumstances; for example, emigration out of Australia.

To cancel **your policy**, **you** can call **us** on 13 YOUI (9684) or submit a cancellation request by logging into **your policy** using the Login button on **our** website; **we** may call **you** to confirm **your** request.

If **we** cancel **your policy** due to **you** not fulfilling **your** responsibilities or as permitted by law, **we** will give **you** 3 business days written notice of the cancellation. If **we** cancel **your policy**, **we** will refund to **you** the unused pro-rata portion of **your** premium.

If **you** are paying **your** premium by instalments and any payment remains unpaid for a period of 1 calendar month or more, **we** can cancel **your policy** without giving **you** prior notice of cancellation.

## Privacy Policy

**We** are committed to protecting **your** personal details. For further information, refer to **our** Privacy Policy which is available on **our** website at [www.youi.com.au/privacy-policy](http://www.youi.com.au/privacy-policy).

## Complaints

**We** welcome any feedback **you** may have about **our** products or services. **We** always try to get things right but when **we** don't, **we** will do what **we** can to fix it. If **you** have a complaint, **we** will attempt to resolve it with **you** at the time. If **we** are unable to, or **you** are not satisfied with the outcome, **we** will refer it to **our** Customer Support Team to work with **you** to resolve the matter. If it remains unresolved, **you** can also request a review by **our** Internal Dispute Resolution Service. **Our** team can be contacted on:

**Email:** [complaints@youi.com](mailto:complaints@youi.com)  
**Phone:** 13 YOUI (9684)  
**International:** +61 7 3719 4800

If **you** are not satisfied or if **we** cannot resolve **your** complaint within 30 calendar days of the date on which the complaint is made, **you** can contact the Australian Financial Complaints Authority (AFCA). AFCA is an independent entity, approved by the Australian Securities and Investments Commission, which provides a free service for resolving disputes between insurers and their customers. Their contact details are:

**Online:** [www.afca.org.au](http://www.afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Phone:** 1800 931 678  
**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001

## Premium

When **you** buy a **policy** from **us**, **you** will be told the premium payable. The total amount **you** need to pay and the due date for **your** annual or periodic premium instalment/s will be shown on **your policy schedule**.

**We** decide how much to charge **you** based on commercial considerations and other factors that **we** consider important; including:

- the type and age of the **watercraft**, and what it is **used** for;
- the address and security of where **you** normally park or moor the **watercraft**;
- the age/s of the **operator/s**;
- the level of cover **you** choose;
- any optional covers added to **your policy**;
- **your** basic **excess**;
- **your** choice of payment frequency;
- **your** payment history with **us**;
- **your** previous insurance and claims history; and
- the costs of claims and reinsurance **we** have paid and expect to pay.

The information **we** use to assess these factors can come from the questions **we** ask **you**, **our** internal data and relevant externally sourced data.

The premium is also affected by **our** administration costs, taxes and government charges.

Any changes to **your policy** can result in premium changes, which will be noted in the amended **policy schedule** **we** send to **you**.

## Goods and Services Tax

All insured amounts shown in **your policy** are in Australian Dollars and include Goods and Services Tax (GST). When **you** claim under **your policy** with **us**, all amounts **we** pay will be inclusive of GST up to the maximum claim amount shown in **your policy**. If **you** are registered for GST purposes, **we** will reduce any claimed amounts paid to **you** by the appropriate input tax credit percentage that **you** have told **us** **you** are entitled to claim from the Australian Taxation Office.

## Fees and government charges

In addition to the premium there are compulsory government taxes and charges which apply to **our** insurance products, which include GST and insurance (stamp) duty. In some cases, **we** may also charge a state emergency services levy.

These charges, levies and any other fees will be included in **your** quotation and on **your policy** documents.

## Discounts and special offers

**We** may introduce offers and discounts from time to time. The applicable terms and conditions, and eligibility criteria, will be available on **our** website at [www.youi.com.au](http://www.youi.com.au). Where an offer or discount is applied to a **policy** which is subsequently renewed, the offers and/or discounts will no longer apply if they have been amended or discontinued.

## When answering our questions

Under Australian insurance law, **you** have a duty to take reasonable care not to make a misrepresentation when answering **our** questions. This means that when getting a quote, or buying or amending a policy, **you** need to answer **our** questions accurately and completely.

This duty applies in the same way to someone answering **our** questions on **your** behalf, as well as anyone else who answers **our** questions and is to be covered by this **policy**.

If **our** questions are not answered accurately and completely, **we** may reduce or not pay a claim, cancel **your policy** or treat it as if it never existed.

If **we** send **you** a renewal invitation, **you** also need to check if all the information on it is accurate and complete.

## More than one insured

Where there is more than one **policyholder** and/or **syndicate owner** on **your policy**, **we** may treat what any one of **you** says or does in relation to **your policy** or any claim under it as being said and done by each of **you**. **We** may rely on a request from one of **you** to change or cancel **your policy** or to tell **us** where a claim payment should be made.

## Authorised persons on your policy

If **you** have an authorised person on **your policy**, the authorised person will be able to manage **your policy** and holds the same authority to purchase, amend, cancel, and claim, as **you** do as the **policyholder**.

To add an authorised person, **you** need to advise **us** and **we** need to agree. Once this is agreed by **us**, **we** will ask **you** to nominate a contact person for any communications **we** have in relation to the **policy** (either **you** as the **policyholder** or **your** authorised person). Communications will only be sent to the appointed contact person. **You** must keep the contact details of the nominated contact person up to date.

When answering any of **our** questions, the authorised person is deemed to have the appropriate authority and knowledge to do so.

This authority stays in place until the **policyholder** removes the authorised person from the **policy**.

## Your responsibilities

**Your** responsibilities are important requirements that **you** must fulfil.

### 1. Check your policy schedule

Read and check **your policy schedule** carefully to ensure the information on it is accurate and up to date. If any information is inaccurate or incomplete, please make all necessary changes immediately by calling 13 YOU! (9684). Any updates may result in a change in premium.

### 2. Notify us of changes

During **your contract period** **you** must notify **us** as soon as practically possible if:

- **you** or anyone covered under this **policy** have been charged with or convicted of any criminal act relating to fraud, theft, dishonesty, arson, wilful damage or malicious damage;
- **you** have had another insurer cancel or refuse to renew any other insurance policy;
- **you** change **your** residential address;
- **your** interest in the **insured property** changes, such as if **you** sell **your watercraft**;
- there is any other insurance covering the risk or some of the risks covered by this **policy**;
- **you** need to change the **insured value** for **your watercraft**;
- **you** change where or how the **watercraft** is normally stored;
- **you** change the usage of **your watercraft**, including if the **watercraft** is used for hire, charter, carrying fare paying passengers or other business purposes; or
- there is a change to **your watercraft** that affects its value or performance in any way, such as the **watercraft** being damaged.



## Your responsibilities (cont.)

### Notify us of changes (cont.)

When **you** notify **us** about any of the above matters, **we** will assess the change to the risk in accordance with **our** underwriting rules and processes and there may be a change in the **excesses**, premium and/or special conditions applied to **your policy**. In some cases it will mean **we** can no longer insure **you** and **we** will cancel **your policy** and refund the unused portion of the premium.

If **you** do not contact **us** when **you** need to, **you** may not be covered under **your policy** and it may lead **us** to reduce or refuse to pay a claim and/or cancel **your policy**.

### 3. Make your premium payment/s

**You** must ensure that **your** first and any subsequent instalment premium payments are made by the due dates. **You** are responsible for paying any outstanding premium if **we** settle **your** claim. If any payment remains unpaid for a period of 1 calendar month or more, **we** can cancel **your policy** without giving **you** prior notice.

### 4. Provide proof of ownership

In the event of a claim, if requested, **you** must provide adequate proof of value and ownership of any **insured property** for which **you** claim; for example, registration documents, a **marine survey**, finance agreements, tax invoices and receipts, and bank statements.

### 5. Maintain a valid email address and phone number

**We** will only send **your policy** documents and information to **you** by email. **You** must provide **us** with and maintain a valid email address and phone number that **you** have regular access to and that **we** can reach **you** on. **You** must notify **us** of any change to **your** email address or phone number during the course of the **contract period**.

If **you** do not maintain or notify **us** of a change to **your** email address or phone number, **we** cannot continue to insure **you** and this means **we** may need to cancel **your policy**.

### 6. Keep the watercraft in a good and safe condition

**You** must maintain the **watercraft** (including its safety equipment), **tender** and **trailer** to be in a safe **operating** condition and ensure that they are always **seaworthy** and **roadworthy** respectively. This includes servicing the **watercraft** and its **trailer** as required by the manufacturer, replacing worn out tyres or brakes, cleaning the **hull** of the **watercraft** and fixing any defective lights.

The **watercraft**, **tender** or **trailer** may no longer be in a safe **operating** condition, nor **seaworthy** and **roadworthy** respectively, immediately after an **incident**. It is important that **you** do not **operate** them after an **incident** if it is no longer safe to do so.

If **you** do not meet this responsibility, **we** can reduce or refuse **your** claim or cancel **your policy** as permitted by law.

Where it is shown as a special condition on **your policy schedule**, **you** must also hold a **marine survey** that is less than 3 years old for the **watercraft**.

### 7. Take reasonable precautions

**You** must take all reasonable precautions to prevent or reduce loss or damage to any **insured property**, even after an **incident** covered by **your policy**; for example, locking and securing the **watercraft**, not leaving valuables in clear view, and moving the **watercraft** to a safe location in the event of a **flood** or **storm** where it is safe to do so.

If **you** do not take reasonable precautions, **we** can reduce or refuse **your** claim, or cancel **your policy** as permitted by law.

## Your responsibilities (cont.)

### 8. Notify us of incidents

**You** must notify **us** of any **incidents** covered by **your policy** involving the **insured property** as soon as it is practically possible. Any further loss or damage to the **insured property** that arises because of **your** delay in reporting the **incident** will not be covered.

When **you** notify **us** of an **incident** covered by **your policy**, the following information will assist **us** with processing **your** claim:

- the location, date and time of the **incident**;
- a description of the circumstances surrounding the **incident**; and
- the full name, address and phone number of any **third party**, their driver's licence number, and the registration number of their vessel or vehicle that was involved in the **incident**.

### 9. Treat our people with respect

**You**, any authorised persons and anyone covered on **your policy** must not use threatening or inappropriate conduct during **your** interactions with **us** and **our** representatives. If this requirement is not met, **we** can cancel any **policy you** have with **us** and, where relevant, **we** can remove **you** as an authorised person from any other Youi policy.

## Renewing your policy

Before **your policy** expires, **we** will review **your policy**, payment/s and claim/s, and will send **you** a renewal notice or an expiry notice.

A renewal notice will confirm the terms on which **we** will renew **your policy**.

An expiry notice will advise **you** that **we** will not renew **your policy** and will advise **you** of the time and day **your** cover will expire.

When **we** renew **your policy**, **we** may choose not to offer optional covers.

**We** will review the **insured value** of **your watercraft** as part of **your** renewal notice, and any updated amount will be noted on **your policy schedule**.

**You** must check all the information recorded in the renewal notice and tell **us** immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of **your policy**; for example, changes to the **insured property**, the address where the **insured property** is kept, and the people covered by **your policy**.

Any changes to the information in the renewal notice may cause **us** to change **our** decision to offer renewal of **your policy** or the terms on which **we** offer such renewal. If **you** do not tell **us**, **we** may reduce or not pay a claim, cancel **your policy** or treat it as if it never existed.

To make changes to any of **your** details, please call **us** on 13 YOUI (9684) before the renewal date shown on **your** renewal notice.

If **we** send **you** a renewal notice, please read it carefully. **We** will normally automatically renew **your policy** on the terms specified in that notice, which may not include optional covers that appeared in **your** expiring **policy**. **We** will normally continue to debit the applicable premium from the payment account **you** gave **us**, unless **you** call **us** on 13 YOUI (9684) and ask **us** not to renew **your policy**. Alternatively, **you** can ask **us** to opt **you** out of automatic renewal of **your policy**. If **you** send **us** a written request to cancel this automatic renewal, **we** will call **you** to ensure **your** interests and privacy are protected and to verify **your** request.

## Financial Claims Scheme

If **we** were unable to meet **our** obligations under **your policy**, a person entitled to claim under insurance cover under **your policy** may be entitled to payment under the Financial Claims Scheme, access to which is subject to eligibility criteria.

Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## Code of Practice

**We** are a signatory to the General Insurance Code of Practice (the Code). The Code sets standards for insurers that cover buying insurance, making a claim, customers experiencing financial hardship, complaints, and customers experiencing vulnerability. **We** encourage **you** to tell **us** if **you** are experiencing vulnerability, so that **we** can best assist **you**.

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

Should **you** require more information or a copy of the Code, go to [www.insurancecouncil.com.au/cop](http://www.insurancecouncil.com.au/cop) or contact **us**.

As part of the Code and **our** commitment to **you**, if **you** are not completely happy with this product or **our** service, please tell **us** about it (refer to the Complaints section).

The Code does not form part of **your** contract of insurance.

## What do these words mean?

When the following words appear in bold in this PDS or are capitalised in **your policy schedule**, they have the meaning given below.

**Accessories** means extra items added to the **watercraft** before it was delivered new to its first owner, as well as items added to the **watercraft** by anyone at any time after it was delivered new to its first owner.

**Accident / accidental / accidentally** means an unforeseen, unintended, and unexpected event which occurs suddenly and at a specific place and time.

**Business use** means a watercraft that is used as an essential part of any work or business; or that is used for hire, charter, or to generate income or reward.

**Competent observer** means a person who meets the relevant local authority's requirements to accompany the **operator** of the **watercraft** or **tender** and warn of any hazards to any person or object being towed by the **watercraft**.

**Comprehensive cover** means the **insured property** on the **policy schedule** is covered for the events listed under Insured Events. It includes additional cover listed under Extra Cover where that extra cover is specified as applying to Comprehensive cover.

**Contents** means the personal possessions that belong to **you** or **your household members**, which are securely stored in **your watercraft** or **tender** but not permanently fixed to it; such as fishing and diving equipment, clothing, unfixed furniture, food, portable cooking appliances, refrigerators, portable fish finders, depth sounders, and portable navigation equipment.

Contents excludes:

- jewellery and watches;
- portable electronic equipment, cameras or mobile phones;
- cash, other negotiables or any items which can be exchanged for cash (such as vouchers, money orders or tickets), smartcards or phone cards;
- credit, debit or other bank cards;
- spare parts;
- fuel;
- **moorings**; and
- tools of trade.

**Contract period** means the period, including the time and date, from the start or renewal of **your policy** to its expiry, as noted on **your policy schedule**.

**Earthquake** means an earthquake, volcanic eruption, hydrothermal activity, or tsunami.

**Excess/es** means the first amount **you** must pay in relation to each and every claim made under **your policy**.

**Flood / flooding** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Geographic limits** means within 200 nautical miles of the Australian mainland or Tasmania.

**Household member/s** means any person who normally lives with a **policyholder** or **syndicate owner**.

**Hull** means the cabin, deck, solar panels, canopies, paddles, oars, fuel tanks, inboard motors and their associated parts, permanently wired in electronic and safety equipment; as well as furnishings, equipment and tools which were supplied as original equipment, or their similar replacements; plus any other **accessories** or **modifications**. Hull excludes any signwriting, except where covered under Extra Cover: Watercraft Signwriting.

**Incident/s** means an unforeseen, unintended, and unexpected event which occurs suddenly and at a specific place and time.

**Insured event/s** means an event that is described in the Insured Events section in this PDS.

## What do these words mean? (cont.)

**Insured property** means the **watercraft**, the **tender** and any other property that is insured by this **policy**.

**Insured value/s** means the amount/s **we** agree to cover the **insured property** for which is/are shown on **your policy schedule**. The insured value of the **watercraft** includes any **accessories** and **modifications**. For more information, refer to the Insured Value section.

**Leave / leaves / leaving the scene of an accident without lawful excuse** means not remaining at an **accident** scene where required by law to remain until the duties at that location are complete or there is a valid reason for leaving.

These duties may vary according to state or territory laws; for example:

- obtaining details of all parties involved;
- checking if any person is injured;
- checking if damage has occurred to private or public property; and
- contacting police.

Relevant regional requirements should be checked at either a state or territory government department or motor registry, or through the police.

**Marine survey** means a report from a marine surveyor on the overall condition of the **watercraft**. This survey covers the seaworthiness and the general state of order and repair of the vessel.

**Market value** means the reasonable and expected cost of replacing the **watercraft**, any of its components or **tender** with a watercraft, component or tender of the same or a similar make, model (including any **accessories** and **modifications**), **operated** hours, and condition immediately before an **incident** covered by **your policy**. Market value does not include any warranty costs, future stamp duty, transfer fees, or allowance for dealer profit.

**Modifications** means all changes from the manufacturer's specifications, made to the **watercraft** at any time after it left the factory where it was built.

**Mooring/s** means a permanent, registered structure used for securing a watercraft. It does not include a watercraft's anchor.

**Operate / operated / operating** means the **use** or operation of the **watercraft** or **tender**, including the **use** or operation of any part of the **watercraft** or the vehicle used to tow the **watercraft**.

**Operator/s** means the person **using** or **operating** the **watercraft** or **tender**, or the vehicle used to tow the **watercraft**, or the person legally responsible for its **use** or operation.

**Outboard motor/s** means a detachable motor (including the harness, gauges, wiring, cables and controls) which is fixed to the exterior of the **hull**. This excludes the **tender** motor.

**Personal Watercraft (PWC)** means a craft propelled by an inboard motor powering a water jet pump, where the **operator** stands, sits or kneels on the vessel and uses handlebars to steer the craft; for example, a jet ski.

**Policy** means this PDS and **your** most recent **policy schedule**.

**Policy schedule** means the document **we** give **you** that confirms **we** have issued **you** insurance cover and includes details of that cover.

**Policyholder** means the person noted on the **policy schedule**.

**Private use** means a **watercraft** that is used solely for social, domestic and pleasure purposes, and for voluntary rescue work.

**Reckless manner** means any intentional and dangerous act by the **operator** of the **watercraft** or **tender**; for example, excessive speeding, or failing to observe navigation buoys, marks and beacons.

**Registered** means that a watercraft or trailer is registered or licensed in an Australian state or territory for **use** on a waterway or public road, respectively.

**Roadworthy** means that a trailer used to tow a watercraft complies with the roadworthy requirements of the Australian state or territory where it is being **used**.

**Salvage / salvaging** means the action of recovering the **watercraft** or **tender**.

**Seaworthy** means that the **watercraft** is in good working order for safe and efficient operation in the manner it was designed for and, where relevant, that it complies with the requirements of the state or territory where it is **registered**.

## What do these words mean? (cont.)

**Social sailboat race / racing** means racing which does not exceed a total distance of 100 nautical miles.

**Storm** means a violent atmospheric event which includes a thunderstorm, cyclone, or strong wind with or without rain, hail or snow, but not rain showers alone.

**Substitute watercraft** means a loan watercraft of similar type and **used** for similar purposes, which is provided free of charge by the service provider whilst the **watercraft** is out of order due to it being serviced or repaired. A hired or rented watercraft is not a substitute watercraft.

**Syndicate owner/s** means any person noted on **your policy schedule** that has a part share in the **insured property**.

**Tender** means the vessel, including its motor, which is towed by or stored on the **watercraft**, and which is not independently **registered**, and is **used** as transportation to the **watercraft** or as an emergency lifeboat. A **personal watercraft (PWC)** is not a tender.

**Terrorism** means any act, preparation in respect of an act, or threat by a person acting alone or with others, in connection with political, ideological, religious, ethnic, or similar aims, and which:

- involves violence;
- damages property;
- aims to create public fear, or a risk to safety or health;
- aims to resist or influence government; or
- is designed to interfere with or disrupt an electronic system.

**Third party** means any person involved in an **accident** with the **watercraft** or **tender**, excluding the **operator** of the **watercraft** or the driver of the vehicle towing the **trailer**.

**Third Party Property Only cover** means the **insured property** on the **policy schedule** is covered for damage caused to other vehicles and property, and for bodily injury or death, as defined under Extra Cover: Legal Liability. It excludes damage caused to the **insured property**. It includes additional cover listed under Extra Cover where that extra cover is specified as applying to Third Party Property Only cover.

**Third Party Fire & Theft cover** means **Third Party Property Only cover** plus cover for the **insured events** of Fire and Theft. Where noted, it includes additional cover listed under Extra Cover where that extra cover is specified as applying to Third Party Fire & Theft cover.

**Total loss** means when the **watercraft** or **tender** is either stolen and not recovered, or it is damaged to the extent that it is not economical or safe to repair; for example, where the combined repair costs and salvage value are likely to be more than the **market value**.

**Trailer** means the trailer which is specifically designed and **used** to tow the **watercraft** in accordance with relevant transport laws.

**Unregistered** means a watercraft or trailer is not **registered** nor licensed in an Australian state or territory for **use** on a waterway or a public road, respectively.

**Use / used / using** means **private use**, as defined above.

**Watercraft** means the motorised or self-propelled vessel or **personal watercraft (PWC)** shown on **your policy schedule**, including its:

- **hull**;
- **outboard motor/s**;
- sails, masts, booms, and rigging; and
- **trailer**.

**Watersports** means the recreational act of towing a person behind the **watercraft** or **tender** on water skis, a wakeboard, an aqua tube, or any other item specifically designed to be towed behind a watercraft. It does not include racing.

**We / our / us** means Youi Pty Limited.

**You / your / yours** means the persons shown as **policyholder/s** or **syndicate owner/s** on the **policy schedule**.

# Insured value

## For watercraft

The **insured value** of the **watercraft** is made up of a number of components, depending on the **watercraft** type:

- **hull**;
- **outboard motors**;
- sails, masts, booms, and rigging; and/or
- **trailer**.

**You** should select an amount to reflect the replacement cost of each component, which will be the **insured value** for that component and will be noted on **your policy schedule**. The **insured value** for the **watercraft** as a whole will be the total of all those amounts and is noted on **your policy schedule**. If any component of the **watercraft** is not listed on the **policy schedule**, there is no cover for that component under this **policy**.

The most **we** will pay for repair or replacement of any respective component is the lesser of the **market value** or the **insured value** shown on **your policy schedule**, except where **we** are paying a claim for New Watercraft Replacement.

For example:

- if **your watercraft** has an **insured value** (for the **watercraft** as a whole) of \$12,000, with an **excess** of \$800; and
- all components of **your watercraft** are a **total loss** after an **insured event**, and the **market value** of the **watercraft** at the time of the **incident** was assessed as \$11,000; then
- the settlement amount would be \$11,000 less the \$800 **excess**.

## For tender

**You** do not need to select an **insured value** for the **tender**. The **tender** is covered for the lesser of the **market value** or \$3,000.

## For contents

The **contents** are covered for their replacement value up to a total of \$1,000, as described in Extra Cover: Contents.

If Optional Cover: Contents Upgrade is added to **your policy**, it replaces this extra cover and **you** should select an **insured value** which reflects the total replacement value of the **contents** of **your watercraft** or **tender**. This amount will be noted on **your policy schedule** as the **insured value** for Watercraft Contents Upgrade. **Your contents** will then be covered for their replacement value up to \$1,000 per item, but the most **we** will pay for each claim is the **insured value** for Watercraft Contents Upgrade noted on **your policy schedule**.

## More information

For more information about **insured values**, refer to the How We Settle Your Claim section

# About your cover



# Insured events

## 1. Accidental Damage

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Accidental damage to the **watercraft** or **tender**.

## 2. Intentional Damage

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Damage to the **watercraft** or **tender** caused intentionally.

### What is not covered?

Damage caused by, resulting or arising from an intentional act by:

- **you**;
- any person who has been given permission by **you** to **operate** the **watercraft** or **tender**; or
- any person acting with **your** consent.

## 3. Storm, Hail or Flood

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Damage to the **watercraft** or **tender** caused by a **storm**, hail or **flood**.

## 4. Fire

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with us.

### What is covered?

Damage to the **watercraft** or **tender** caused by fire.

## 5. Theft

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with us.

### What is covered?

Theft, or damage to the **watercraft** or **tender** caused by attempted theft of the **watercraft** or **tender**.

### What is not covered?

Theft or attempted theft:

- if the keys were left in the ignition of the **watercraft** or **tender**;
- if the ignition keys were left near the **watercraft** or **tender** whilst unattended;
- if the **outboard motor** was not in a secure, lockable storage area when it was not secured to the **hull**, and there are no visible signs of forced entry to that storage area;
- if **you** give the **watercraft** or **tender** to any person to sell for **you** or on **your** behalf;
- if the **watercraft** or **tender** was shown or advertised for sale and reasonable precautions were not taken to prevent its theft or damage. Reasonable precautions include accompanying the purchaser during a test drive, and taking a front and back copy of the person's driver's licence or the licence they hold to **operate a watercraft**; or
- by deception. When selling the **watercraft** or **tender**, confirmation must be received from the seller's bank that payment for the sale has been made before releasing the **watercraft** or **tender** to any prospective buyer.

## 6. Earthquake

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Damage to the **watercraft** or **tender** caused by **earthquake**.

## Extra cover

The extra covers listed below are automatically included in **your policy** where it is stated that they apply. Where applicable, the most **we** will pay for each claim is noted.

### 1. Legal Liability

This applies if **you** have **Comprehensive, Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

#### What is covered?

General Liability and Watersports Liability (as described below) of **you**, or anyone **you** have given permission to **operate** the **watercraft** or **tender** arising from an **accident**.

Watersports Liability is only covered if **you** have told **us** that **you use** the **watercraft** for **watersports** and this is noted on **your policy schedule**.

The most **we** will pay for each claim, including where more than one person is claiming in respect of the same **accident**, is \$10,000,000 (including all legal and defence costs and GST).

#### General Liability

##### What is covered?

Legal liability arising from an **accident** in the **contract period** caused by the **use** of the **watercraft** or **tender** (other than for **watersports**) that results in death, bodily injury, or damage to property, of a **third party**.

A limit of \$250,000 applies to claims for legal liability arising from pollution caused by oil, fuel or waste from the **watercraft** or **tender** as a result of an **accident**.

If **we** have accepted a claim for the **watercraft** and a **substitute watercraft** has been provided, **we** will extend the legal liability cover to the **substitute watercraft** for up to 14 days while it is in **your** possession or the possession of anyone **using** it with **your** permission.

#### What is not covered?

Damage to the **watercraft, tender** or **substitute watercraft**. If **you** have **Comprehensive cover**, refer to Insured Events: Accidental Damage for the cover provided for **accidental** damage to the **watercraft** or **tender**.

Any claim for legal liability for loss or damage to property that belongs to or is under the legal control of **you** or any employees working for **you**; except where the property is a building that **you** are renting with a written rental agreement in place and **you** are not responsible for insuring the building.

Any claim for legal liability for death or bodily injury to:

- **you**;
- the person **operating** the **watercraft, tender** or **substitute watercraft**;
- any employees working for **you**; or
- any person who is or should be insured under a compulsory third party or other statutory compensation fund or scheme.

Legal liability caused by, resulting or arising from the use of diving equipment.

#### Watersports Liability

##### What is covered?

Legal liability arising from an **accident** in the **contract period** caused by the **use** of the **watercraft** or **tender** for **watersports** that results in:

- injury to, or death of:
  - the person being towed by the **watercraft** or **tender**; or
  - other people caused by the person or object being towed by the **watercraft** or **tender**; or
- damage to property of a **third party** caused by the person or item being towed by the **watercraft** or **tender**.

## Extra cover (cont.)

### Legal Liability (cont.)

#### What is not covered?

Any claim for legal liability for loss or damage to property that belongs to or is under the legal control of **you** or any employees working for **you**; except where the property is a building that **you** are renting with a written rental agreement in place and **you** are not responsible for insuring the building.

Any claim for legal liability for death or bodily injury to:

- **you**;
- the person **operating** the **watercraft** or **tender**;
- any employees working for **you**; or
- any person who is or should be insured under a compulsory third party or other statutory compensation fund or scheme.

Legal liability:

- where an **operator** and a **competent observer** were not present in the **watercraft** or **tender** at the time of the **accident**;
- arising from an **accident** involving:
  - towing a person or object behind the **watercraft** or **tender** which breaches any applicable statutory requirements; for example, speed limits, and laws regarding **operating** the **watercraft** in a designated zone; or
  - airborne activities, such as parasailing or the use of ramps;
- arising from barefoot waterskiing; or
- arising from competition **watersports**.

### 2. Towing, Salvage and Loss Prevention

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

The cost of **salvaging** the **watercraft** or **tender**. This includes towing the **watercraft** or **tender** to and from, and storage of the **watercraft** or **tender** at, the nearest suitable place for safekeeping after an **insured event** (for example, to a nearby repairer or salvage yard), and the reasonable costs incurred to prevent or minimise further loss or damage to the **watercraft** or **tender**.

The most **we** will pay for each claim is \$150,000.

### 3. Emergency Accommodation, Transport and Repairs

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

The cost of emergency accommodation and transport, as well as storage of and emergency repairs to the **watercraft** and **tender**, after an **insured event** which occurred more than 100 kilometres from the place where it is usually kept and where **you** could no longer safely **use** the **watercraft** and **tender**.

**You** should arrange the emergency accommodation, transport, storage, and repairs and if a claim is accepted under this section, **we** will reimburse **you** for costs incurred.

The most **we** will pay for each claim is \$1,000.

## Extra cover (cont.)

### 4. Locks and Keys

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

If the **watercraft** or **tender** keys are stolen, **we** will cover the cost of replacing or recoding the **watercraft** or **tender** locks and keys.

The most **we** will pay for each claim is \$1,000 after **excess**.

### 5. Watercraft Signwriting

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

Replacement of the **watercraft's** damaged signwriting where a claim is accepted for loss or damage to the **watercraft** as a result of an **insured event**.

The most **we** will pay for each claim is \$500.

### 6. Outboard Motor Refit

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

The cost for the removal and re-fitting of an **outboard motor** where a claim is accepted for loss or damage to the **hull** or **outboard motor** as a result of an **insured event**. This includes where there is:

- loss or damage to the **hull**, and the **outboard motor** is required to be re-fitted to a replacement **hull**; and
- loss or damage to the **outboard motor**, and a replacement **outboard motor** is required to be re-fitted to the existing **hull**.

The most **we** will pay for each claim is 10% of the **outboard motor insured value**.

#### What is not covered?

The removal and re-fitting of the **outboard motor** where the claim for the **watercraft** is a **total loss**.

### 7. Contents

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

If Optional Cover: Contents Upgrade is added to **your policy**, it replaces this extra cover.

#### What is covered?

Loss or damage to the **contents** inside the **watercraft** or **tender** if they are:

- damaged as a result of an **insured event** (other than theft) which also causes damage to the **watercraft** or **tender**; or
- stolen while stored in a secured storage cabin or compartment on the **watercraft** or **tender**.

The most **we** will pay for each claim is \$1,000 after **excess**.

#### What is not covered?

Theft of **contents** unless there are visible signs of forced entry to the locked compartment or cabin where they were stored.

### 8. Mooring Fees

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

The costs **you** incur for unrecoverable cancellation or re-booking **mooring** fees, where a claim is accepted for loss or damage to the **watercraft** or **tender** caused by an **insured event**.

## Extra cover (cont.)

### Mooring Fees (cont.)

The most **we** will pay for each claim is the lesser of the actual fees charged or \$1,000.

The most **we** will pay in the **contract period** is \$2,000 in total across all **incidents** that **you** can claim for.

#### What is not covered?

Any refundable amounts due to **you** from the **mooring** site.

## 9. Temporary Replacement Cover

This only applies if **you** have **Comprehensive cover** with **us**.

#### What is covered?

If **you** sell or give away the **watercraft** and replace it with another one, the replacement watercraft will be covered for up to 14 days from the date **you** sell or give away the **watercraft**.

The replacement watercraft will be covered for **Comprehensive cover**.

The most **we** will pay for each claim on the replacement watercraft is the lesser of its **market value** or the **insured value** shown on **your policy schedule**, up to a maximum of \$75,000.

At the time **you** sell or give away the **watercraft**, cover for the **watercraft** that was sold or given away ceases immediately.

**You** must tell **us** about the replacement watercraft within 14 days from the date **you** sell or give away the **watercraft**.

To continue cover for the replacement watercraft after 14 days from the date **you** sold or gave away the **watercraft**, **you** will need to take out a new policy for the replacement watercraft.

## 10. Counselling Services

This applies if **you** have **Comprehensive, Third Party Fire & Theft** or **Third Party Property Only** cover with **us**.

#### What is covered?

Out-of-pocket costs for counselling sessions with an accredited counsellor resulting from an **incident** where a claim has been accepted for loss or damage to the **insured property** or in relation to legal liability. This cover only applies to **you** and **household members**. **You** should arrange the counselling sessions and if a claim is accepted under this section, **we** will reimburse **you** for costs incurred.

The most **we** will pay for each claim is \$1,500 per person.

#### What is not covered?

Additional costs incurred by attending counselling sessions; for example, transport and parking costs.

## 11. Accidental Personal Injury and Death

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft** cover with **us**.

#### What is covered?

Expenses incidental to **accidental** personal injury if **you** are injured when **using** the **watercraft** or **tender**, where a claim has been accepted for loss or damage to the **watercraft** or **tender** and that injury results in:

- permanent and total loss of sight of an eye;
- permanent and total loss of the use of a limb; or
- permanent and total loss of a thumb or index finger.

## Extra cover (cont.)

### Accidental Personal Injury and Death (cont.)

The most **we** will pay for each claim for **accidental** personal injury only is \$5,000.

The most **we** will pay for each claim for **accidental** personal injury that leads to **accidental** death, including funeral expenses, is \$10,000.

#### What is not covered?

Injury or death which occurs more than 12 months after the **incident**.

Suicide or self-inflicted injury.

## 12. Sea Rescue Donation

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

Where **you** are rescued from the stranded **watercraft** or **tender** and **we** accept a claim for damage to the **watercraft** or **tender**, **we** will donate \$500 to an Australian rescue service. No **excess** is applied to a claim under this benefit.

## 13. Fishing Record

This applies if **you** have **Comprehensive**, **Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

#### What is covered?

If **you** set a new ANSA (Australian National Sportfishing Association: [www.ansa.com.au](http://www.ansa.com.au)) record within the **contract period**, **we** will pay **you** \$200.

Proof of the record is required. No **excess** is applied to a claim under this benefit.

## Optional cover

Optional covers may not always be available to **you**. If **you** ask and **we** agree to add any of the options below, the details will be noted on **your policy schedule** and **you** will be charged an additional premium.

At renewal, **your policy schedule** will confirm if **we** can continue to include the requested optional covers.

### 1. Contents Upgrade

This option can only be added if **you** have **Comprehensive** or **Third Party Fire & Theft** cover with **us**.

If this optional cover is added to **your policy**, it replaces Extra Cover: Contents.

#### What is covered?

If **you** have this optional cover, loss or damage to the **contents** inside the **watercraft** or **tender** if they are:

- damaged as a result of an **insured event** (other than theft) which also causes damage to the **watercraft** or **tender**; or
- stolen while stored in a secured storage cabin or compartment on the **watercraft** or **tender**.

The most **we** will pay for each item is the lesser of its replacement cost or \$1,000.

The most **we** will pay for each claim is the **insured value** for Watercraft Contents Upgrade noted on **your policy schedule**.

#### What is not covered?

Theft of **contents** unless there are visible signs of forced entry to the locked compartment or cabin where they were stored.

### 2. Social Sailboat Racing

This option can only be added if **you** have **Comprehensive cover** with **us**.

#### What is covered?

If **you** have this optional cover, the **insured events** and extra covers apply where the **watercraft** or **tender** is a sailboat being **used** in a **social sailboat race**.

#### What is not covered?

Loss or damage to sails and rigging caused by:

- wind, capsizing or waves unless there is also structural damage to the **hull**; or
- people **accidentally** damaging them.

Professional sailboat racing.

## General exclusions

These general exclusions apply to all sections of **your policy**.

### We will not pay for:

1. repair of any damage that occurred outside of the **contract period**;
2. repair of the **watercraft** or **tender** to a better standard, specification, condition or quality than existed prior to the **incident** covered by **your policy**;
3. repair of any item that has poor or faulty design specification, materials, planning or workmanship, or a defect, unless that item is guaranteed under **our** Quality Guarantee;
4. loss of value or depreciation of the **watercraft** or **tender**;
5. loss of use or any other financial loss arising from or consequential to an **incident** covered by **your policy**; for example:
  - loss of income; or
  - unrecoverable costs associated with holiday or event bookings **you** can no longer attend;
6. professional, expert, legal, consulting, or valuation costs, unless **you** obtained **our** prior written consent to incur these costs;
7. damage to sails and protective covers caused by wind unless the same **insured event** also caused damage to the masts, booms, rigging or **hull**;
8. loss or damage as a result of marine growth, seepage of water which permeates the surface of the **hull** (osmosis), or stray electrical currents (electrolysis);
9. loss or damage to **moorings**;
10. mechanical, electrical or electronic (including computer software) breakdown or failure;
11. costs which occur because of delays in delivery or availability of parts that are outside of **our** control;
12. costs to replace the parts of a whole set that were not damaged or stolen in an **incident**;
13. damage to tyres caused by wear and tear, braking, punctures, cuts, bursts, or deflation for any reason; or

14. damage to road or other surfaces caused by the normal **use** of the **watercraft** or **tender**.

### We will not pay for loss or damage:

15. to any illegal property or item; for example, counterfeit or reproduced goods.

### We will not pay for loss, damage or legal liability:

16. if the **operator** of the **watercraft**, or the driver of the vehicle towing the **watercraft**, **leaves the scene of an accident without lawful excuse**, unless the **watercraft** was stolen and reported to the police as soon as **you** became aware of the **incident** and **you** provide **us** with a police incident number.

### We will not pay for loss, damage or legal liability caused by, resulting or arising from:

17. **flood, storm**, hail or bushfire, during the first 72 hours (or other period noted on **your policy schedule**) of **your policy** first being purchased unless:
  - **you** had another policy that expired immediately before the start of **your policy** with **us** and there was no break or change in the level or type of cover; or
  - **you** bought the **watercraft** on the same day **your policy** with **us** started.

Where **you** have increased **your** cover or reduced **your excess** within 72 hours (or other period noted on **your policy schedule**) of a **flood, storm**, hail or bushfire occurring, cover will be limited to the amount that was effective prior to the change;

18. the **watercraft** or **tender** being **operated** by a person who did not have **your** permission to do so, unless it was stolen and reported to the police as soon as **you** became aware of the **incident** and **you** provide **us** with a police incident number;
19. the **watercraft** or **tender** being **operated**, or towed behind a vehicle, with **your** knowledge or consent by any person who:
  - has a suspended or cancelled licence;
  - does not have a valid licence of the correct type and class to **operate** the **watercraft** or **tender**, or vehicle towing the **watercraft**; or
  - does not observe the terms of their licence;



## General exclusions (cont.)

20. **you** or a person with **your** consent driving the car towing the **watercraft**, or **operating** the **watercraft**, and **you** or they:
  - are under the influence of alcohol and/or a drug and/or any other intoxicating substance;
  - have a blood alcohol level higher than the legal limit;
  - refuse to supply a blood, breath or saliva sample when required to do so by law; or
  - fail a drug test administered by the police service or government agency;
21. the **watercraft** being towed illegally;
22. the **watercraft** or **tender** being **used** for transporting dangerous, hazardous or poisonous materials;
23. the **watercraft** or **tender** being **used** for racing, speed trials or contests, unless it is a sailboat and Optional Cover: Social Sailboat Racing has been added to **your policy**;
24. the **watercraft** or **tender** being **used** in a **reckless manner**, unless the **watercraft** or **tender** was stolen and reported to the police as soon as **you** became aware of the **incident** and **you** provide **us** with a police incident number;
25. the **watercraft** or **tender** being **used** while it is overloaded, unsafe, or not meeting relevant transport laws or laws regarding the correct use of a watercraft or tender;
26. the **watercraft** or **tender** not being **seaworthy** and was being **used** on the water at the time of the **incident** despite laws requiring it to be in a **seaworthy** condition for **use**;
27. the **watercraft** or **tender** being **used** in a manner or under conditions inappropriate for the type of **watercraft** or outside the manufacturer's specifications or recommendations;
28. the **watercraft** being left unattended using solely an anchor to hold its position for a period exceeding 5 days;
29. the **use** or application of **watercraft** or **tender** parts or **accessories** which are not recommended or specified by the manufacturer;
30. a motor which is fitted to the **watercraft** or **tender** in a manner outside the specifications of the **hull** manufacturer, or which exceeds the maximum power specified by the **hull** manufacturer;
31. **your watercraft** or **tender** being used for **business use**;
32. the **watercraft** or **tender** using a **mooring** that is not:
  - registered;
  - a suitable design and weighting for that type of **watercraft** or **tender**;
  - appropriately sited; and
  - in good condition; for example, the **mooring** should be free of rust and corrosion, and without damage to chains, shackles and ropes;
33. the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the **watercraft** or **tender**;
34. the use of incorrect lubricants, fuels, oils or other fluids which are not recommended or specified by the manufacturer;
35. liquids escaping from the **watercraft** or **tender**, unless it was involved in an **accident** immediately before which gave rise to the escape;
36. pollution or contamination by any substance unless it is specifically noted as being covered elsewhere in this PDS;
37. any **incident** that occurred outside of the **contract period**;
38. **you**, or anyone **operating** the **watercraft** or **tender** with **your** permission, admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
39. the intentional or deliberate acts or omissions by **you** or any person acting on **your** behalf;
40. any illegal activity, or while the **insured property** is being **used** for any illegal activity, by **you** or someone acting with **your** knowledge or permission;
41. fines, penalties or aggravated or exemplary damages;

## General exclusions (cont.)

42. the legal repossession, confiscation or lawful destruction of any **insured property** unless this occurs as a result of a government authority, or emergency service, taking appropriate action to prevent the **insured property** causing damage to a **third party**, the property of a **third party**, or the environment;
43. a judgment or order of a court or tribunal outside Australia;
44. any **incident** that occurred outside the **geographic limits** of the **policy** unless:
  - it was as a result of circumstances beyond the control of the **operator**; for example, avoiding dangerous weather, strong currents, or mechanical issues; or
  - it was as a result of responding to an unforeseen emergency; and
  - the **watercraft** returned within the **geographic limits** as soon as it was safe to do so, unless there was a **total loss**;
45. wear and tear, rust, corrosion, deterioration, structural fatigue, or structural failure; including **hull** seals;
46. mould, rot, damp, or the effects of the climate or weather, unless as a direct result of an **incident** for which **we** have accepted a claim;
47. a process or system of cleaning, restoring, modifying, or repairing any **insured property**;
48. poor or faulty design specification, materials, planning or workmanship, or a defect, unless **you** were not and could not reasonably have been aware of the problem leading up to the **incident**; for example, if the defect was identified in any report that **you** received about the condition of **your insured property** or was reported to **you** in connection with previous work carried out on the **watercraft**;
49. asbestos;
50. any radioactivity, nuclear fuel, nuclear waste or other nuclear material, nuclear weapon, or any nuclear detonation or explosion;
51. military power, rebellion, revolution, **terrorism**, war or war-like activities, whether war is declared or not; or
52. looting, rioting or civil commotion.

# Claiming

## What if you need to claim?

Immediately following an **incident**, always make sure that **you** and others at the scene are safe. Call 000 if necessary; for example, if someone has been injured and requires medical attention.

To make a claim, call **us** on 13 YOUI (9684) or go to [www.youi.com.au/claiming](http://www.youi.com.au/claiming).

When **you** claim, it can only relate to one **incident** and **you** cannot include multiple **incidents** in one claim. If there is more than one **incident**, a separate claim will need to be submitted and the relevant **excess/es** will apply to each and every claim.

To understand **your** claim better, **we** may need to appoint an investigator to speak with **you**. If this occurs, **we** will contact **you** and supply **you**, in writing, the name and contact details of **our** investigator. **We** will explain the investigation process to **you** and always provide avenues for **you** to bring up any concerns **you** have with the investigation.

**We** will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when **we** assess any claim made under this **policy**. In summary, section 54 of the Insurance Contracts Act 1984 (Cth) prevents **us** from refusing a claim because of something the **policyholder** or some other person has done, or not done, after the **policy** was entered into, unless that thing caused or contributed to the loss. But **we** can reduce the claim by an amount that fairly represents its prejudice as a result of the thing that was done or not done.

## Authorised persons on your claim

If **you** want to authorise someone to manage **your** claim, such as a family member, then **you** need to tell **us** and **we** need to agree.

The authorised person cannot have a conflict of interest; for example, the authorised person cannot be a repairer for **your** claim.

## Responsibilities when you make a claim

These responsibilities must be fulfilled when a claim is made; if they are not, **we** can reduce or refuse **your** claim.

1. Allow **us** to view any damaged goods or property that **you** are claiming for. Do not repair, sell or dispose of any property prior to advising **us** of the damage and allowing **us** the opportunity to assess the damage. This includes providing **us** the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the **insured property**.
2. Make a report to the police as soon as becoming aware of the **incident** covered by **your policy** or after being requested by **us**, and obtain an incident number from them if:
  - any **insured property** was lost or subject to theft, attempted theft, or malicious or intentional damage; or
  - the law requires **you** to do so.
3. Do not **leave the scene of an accident without lawful excuse**. This includes any **accident** which caused personal injury or where public or private property was damaged.
4. Do not admit liability or fault, nor offer to pay for any damages caused by any **incident** covered by **your policy**.
5. Send **us** copies of any demand or claim **you** receive, as soon as practically possible, arising out of any **incident** covered by **your policy**.
6. Advise **us** if **you** are aware that any person is charged by the police in relation to the **incident** that **you** are claiming for.
7. Notify **us** if **you** have any other policy of insurance, warranty or guarantee which provides cover or indemnity for a claim **you** have made under **your policy**.
8. Assist **us** in taking or defending legal action in **your** name, including providing statements to legal representatives and appearance at trial or any other court proceedings.

## Responsibilities when you make a claim (cont.)

9. **You**, any **syndicate owner** or authorised person, and any person who was **operating** the **watercraft** or **tender** with **your** permission at the time of the **incident** that **you** are claiming for, must give **us** full co-operation and comply with all **our** requests in relation to **your** claim; for example:
- allowing **us** to complete repairs or replacements to the **insured property** as soon as practically possible. Additional costs that arise because **you** or anyone acting on **your** behalf delays **us** in completing repairs or replacements, such as not allowing **us** access to the **insured property**, will not be covered unless those delays were outside of **your** control;
  - supplying all information to the best of your knowledge, completely and honestly about:
    - the **incident** giving rise to the claim; and
    - you and anyone else covered under this **policy**;
  - providing assistance needed to recover **our** costs from other parties;
  - promptly providing any information, written statements, evidence and help **we** may need in defending, prosecuting and investigating the claim. Such information includes:
    - phone and banking records;
    - a copy of the **operator's** driving and watercraft operating history from the relevant transport authority;
    - a copy of your insurance claims history from your previous insurers; and
    - a copy of a **marine survey** that is less than 3 years old for the **watercraft** where it is shown as a special condition on **your policy schedule**;
  - attending an interview with **our** assessor or investigator;
  - assisting any agents appointed by **us**, such as solicitors; and
  - attending court to give evidence.
10. Tell **us** each and every time when **you** submit a claim under **your policy** if **you** are registered for GST at the Australian Taxation Office, and the percentage of input tax credit that **you** are entitled to claim.
11. Complete all repairs or replacements to the **insured property** as soon as practically possible if **we** settle **your** claim by paying **you**. Additional costs that arise because of delays in completing repairs or replacements will not be covered unless those delays were outside of **your** control or that of anyone acting on **your** behalf.

## How we settle your claim

The most **we** will pay is the **insured value** noted on **your policy schedule** and any applicable **policy** limits as noted in this PDS, plus any applicable amounts under the Extra Cover section, and any additional amounts under any optional covers which have been added to **your policy**.

The settlement options below only apply where **you** hold cover for the relevant **insured property** under **your policy**.

### 1. If the watercraft components or tender are repairable

**We** will settle **your** claim by repairing the **watercraft** or **tender** if **we** can.

The circumstances in which **we** may be unable to repair the **watercraft** or **tender** include:

- if parts needed for the repair are not readily available;
- if the pre-incident condition of the **watercraft** or **tender** prevents **us** from repairing it; for example, a previous write off; or
- if the repair will take a significant amount of time; for example, due to availability of service providers.

If **we** cannot repair the **watercraft** or **tender**, **we** will pay **you** an amount equal to the reasonable cost that **you** would incur to repair the **watercraft** or **tender**, up to the limits noted in **your policy**. **We** will undertake a search of the market to determine what this cost would be in **your** area, based on factors including comparison quotes from repairers.

The most **we** will pay for any claim for the **tender** is \$3,000.

**We** can use a combination of the above settlement methods if **we** are able to partially repair the **watercraft** or **tender**.

### 2. If the watercraft components or tender are a total loss

If any component of the **watercraft** is a **total loss**, **we** will pay **you** the lesser of the **market value** or the **insured value** shown on **your policy schedule** for that component.

If the **tender** is a **total loss**, **we** will pay **you** the lesser of the **market value** of the **tender** or \$3,000.

The **market value** is determined by qualified assessors using industry pricing guides taking into account the make, model, age, condition, and logged hours of use of the **watercraft**.

If the **watercraft** qualifies for New Watercraft Replacement cover, **you** will be settled under that cover.

Once **we** pay a claim for a **total loss** of the **watercraft**, **your policy** comes to an end and all cover stops. This is because **we** will have fulfilled **our** contract to **you** by making this payment.

### 3. If you are claiming for contents

If **we** can, **we** will settle **your contents** claim by:

- if the item has been lost, replacing the lost item;
- if the item has been damaged:
  - repairing the damaged item if it is both possible for it to be repaired and economical for **us** to repair it because the cost of repair is less than the cost of replacement; or
  - replacing the damaged item if it is either not possible for it to be repaired or not economical for **us** to repair it because the cost of repair is more than the cost of replacement.

The circumstances in which **we** may be unable to repair or replace the **contents** items include:

- if parts needed for the repair are not readily available;
- if an item that is being replaced is not readily available; or
- if the repair or replacement will take a significant amount of time; for example, due to availability of service providers.

## How we settle your claim (cont.)

### If you are claiming for contents (cont.)

If **we** cannot repair or replace **your contents** items, **we** will pay **you** an amount equal to the reasonable cost that **you** would incur to repair or replace **your contents** items, up to the limits noted in **your policy**. This amount will be based on **our** search of the market to determine what this cost would be in **your** area, based on factors including comparison quotes from repairers or suppliers. **We** will make the payment to **you** via store credit or voucher through **our** service providers, or cash where **our** service providers are not in **your** area.

**We** can use a combination of the above settlement methods if **we** are able to partially repair or replace some of **your** damaged items.

### 4. Contribution to repairs

There may be instances where **we** are unable to carry out repairs due to the condition of the **watercraft** or **tender** prior to the **incident** that **you** are claiming for; such as due to neglect, wear and tear, weathering, rust, mould, mildew or damage from a previous **accident**.

In these instances, **we** will ask **you** to contribute by paying the reasonable cost of repairing the pre-**incident** condition so that the repairs covered by **your policy** can be carried out.

If **you** choose not to repair the pre-**incident** condition, **we** will be unable to carry out the repairs. Therefore, **we** will pay **you** an amount equal to the reasonable cost **you** would incur to repair the damage to the **watercraft** or **tender** caused by the **incident**, up to the limits noted in **your policy**, had the pre-**incident** damage or condition been repaired.

### 5. How we do repairs

If **your** claim is accepted and the damaged **insured property** can be repaired by **us**, **we** will arrange for these repairs to be undertaken by a member from **our** network of repairers.

Where **we** authorise repairs, a combination of original manufacturer, used or other fit for purpose replacement parts, can be used.

If a part is unavailable in Australia, **we** will pay the cost of surface freight (not air freight) from the nearest source of supply.

### 6. Matching materials

**We** will always try to match colours and materials; but where products are unavailable, **we** will use the closest possible match that is available. **We** will only repair or replace areas damaged in the **insured event**. Additional costs to replace undamaged parts of the **insured property** to create a uniform appearance will not be covered.

**We** will not cover undamaged **contents** items that form part of a set.

Before **we** repair or replace the **insured property**, if **you** are not satisfied with **our** proposed matching of materials **you** may:

- if **we** agree, pay the extra cost to replace the undamaged parts of the **insured property**; or
- request that **we** pay **you** the amount that it would otherwise cost **us** to repair or replace the damaged parts of the **insured property**.

### 7. New watercraft replacement

If the **watercraft** is a **total loss** within the first 24 months since it was bought new and **registered** or documented in **your** name as the first owner, **we** will replace the **watercraft** with a new watercraft of a make, model and specification as close as possible to the insured one, including its **tender**. If there is no readily available replacement, **we** will pay **you** a cash-equivalent amount. **We** will determine the cash-equivalent amount based on industry pricing guides.

Where the cost to **us** to replace the **watercraft** exceeds the **insured value**, the most **we** will pay is the **insured value** plus an additional 20%.

The **watercraft** replacement and cash-equivalent options do not apply to any parts of the **watercraft** that were:

- not listed with a separate **insured value** as required; or
- neither lost nor damaged in the same **incident**, and which can be **used** on the replacement watercraft.

## How we settle your claim (cont.)

### 8. Salvage

The property **you** claim for becomes **our** legal property when **we** settle **your** claim:

- for the full **insured value/s**, including (where applicable) the unexpired portion of the registration fees and Compulsory Third Party insurance premiums of the **watercraft**, any of its components or **tender**; or
- by replacing or paying for parts, including undamaged parts that form part of any pair or set, the parts being replaced become **our** property.

### 9. Our right of recovery

After **we** pay a claim under this **policy**, **we** can decide to commence or defend legal action in **your** name to recover money from the person or entity that caused loss, damage or liability. **You** must give **us** all the help **we** need to do this; for example, answering any relevant questions **we** ask. If **we** recover money that belongs to **you** and was not part of the claim **we** paid, **we** will give this to **you**.

### 10. Rights of a financier

For any payment **we** make to settle **your** claim, **we** may first pay in full any sum owed to a financier of the **watercraft** from the settlement amount. If **we** do this, any remaining balance will be paid to **you**.

## Quality Guarantee

Where **we** arrange, authorise and pay a service provider for repairs, **we** will guarantee the quality of the repairs for as long as **you** are the owner of the **insured property**. The guarantee includes the rectification of any defects caused by poor workmanship, or faulty materials, related to these repairs.

The guarantee does not apply to:

- general wear and tear, or deterioration;
- any part of the claim where **we** pay **you** to repair, rebuild or replace; or
- any repairs **you** have arranged and/or paid for.

## Excess

For each and every claim **you** make under **your policy**, **you** are required to pay an **excess**. **Your excess** will be the combined total of the basic **excess** amount and any other applicable **excess**.

When a claim is made for the same **incident** on more than one Youi policy, only one **excess** will need to be paid if the **policyholder** is the same legal entity or person, or is their spouse or defacto partner. The **incident** must arise out of a single event which occurs at the same address and time. The single **excess** payable is the highest **excess** amount noted on the relevant policies.

Where the **incident** is completely the fault of a **third party** and **you** can provide their full name and two of either their phone number, address, driver's licence number, or the registration number of their vessel or vehicle that was involved in the **incident**, **we** will waive payment of any **excesses**.

### 1. Basic excess

The basic **excess** is the amount **you** must pay in relation to each and every claim made under **your policy**. **We** may offer **you** the option of selecting the amount of **your** basic **excess** when **you** purchase or amend **your policy**. The basic **excess** will be shown on **your policy schedule**.

### 2. Additional excess

**We** may require an additional **excess** to be paid in certain circumstances under **your policy**. The exact situations where this would apply, and the amount of the additional **excess**, will be shown on **your policy schedule**.

In the event of a claim being made under circumstances as detailed on **your policy**, this **excess** would apply in addition to any other **excesses** that would normally apply to the claim.



## Actions of others

Where an exclusion applies because a **policyholder** or **syndicate owner** caused the claimed **incident**, **we** will review the claim and if **we** are reasonably satisfied that another **policyholder** or person with a financial interest in the **insured property**:

- was a victim of domestic violence, coercion, mental illness, or substance abuse, in respect of the claimed **incident**; and
- did not contribute to, assist, facilitate or cause the claimed **incident**;

**we** will settle the claim for that particular person, but only to the extent of their financial interest in the **insured property** or legal liability and if the claimed **incident** otherwise meets the terms of this **policy**.

## Fraudulent claims

**We** do not pay fraudulent claims. If **you** or anyone acting on **your** behalf submit any fraudulent information or documentation relating to a claim, **we** will reject **your** claim and cancel **your policy** as permitted by law.

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