

Insurance is Our Craft



PRODUCT DISCLOSURE STATEMENT

Incorporating the
Topsail Insurance
Yacht and Motor Boat Policy Wording

Coverholder at **LLOYD'S**

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Coverholder at **LLOYD'S**

Topsail Insurance commitment:

Topsail Insurance is dedicated to providing marine insurance products that provide quality protection with competitive pricing. We are proud to establish successful partnerships with our clients, our staff members, and our insurance companies, that respect the interests and goals of each party.

Success is measured by our clients choosing us and remaining with us because of their belief in our ability to meet or exceed their expectations of price, product, service, and expertise.

How can we help?

Topsail are here to help and answer any questions you may have:

If you enquired through a broker and not directly to Topsail Insurance please contact your broker.

Otherwise:

Call Topsail +61 8 6102 8861
Email: enquiries@topsailinsurance.com.au
Write to : P.O.Box 48, South Fremantle,
Western Australia, 6162

About Topsail Insurance

Topsail Insurance Pty Ltd holds an Australian Financial Service Licence (Licence No. 467369) and is authorised to arrange, issue and provide general advice on general insurance products to Australian residents.

Topsail has a sister company Topsail Insurance Ltd in the United Kingdom which is regulated by the Financial Conduct Authority.

About your Insurer

Topsail Insurance Pty Ltd is a general insurance underwriting agency that is authorised to issue Yacht & Motorboat insurance policies as Agent of the Insurer.

The insurer of your Policy are MS Amlin Syndicate 2001 at Lloyd's is managed by MS Amlin Underwriting Limited. Registered office The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England Company No. 02323018.

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918

Full details of the insurer arrangements can be found in Topsail's Financial Services Guide and the insurer will be clearly shown on your Policy Certificate.

In this document the insurers acting through their agent Topsail Insurance are referred to as "we". "us" and "our

About this Product Disclosure Statement

This document is important and will help you to understand if this insurance meets your needs and to assist you in making a decision to purchase the insurance.

Any advice given in this product disclosure document is general only and does not take into account your individual objectives, financial situation or circumstances.

Not everything is covered by this insurance: policy limits, conditions and exclusions apply. It is important that you should read all the documentation provided to you carefully to decide if the insurance is right for you.

Failure to choose the appropriate insurance may adversely affect the ability for claims to be paid.

For details of the full cover provided please read the policy wording together with any Certificate Schedules issued.

Understand Your Duty of Disclosure

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Significant Benefits and Features and Important and unusual exclusions and limitations:

Important: This is a summary of the sections of cover only, please refer to the main Policy wording for what is covered and what is not covered

Section	Cover	Description	Important and unusual exclusions and limitations
Section 1)	The Vessel	All Risks cover provided for loss, damage and theft.	<p>4.5 - Theft of the tender is not covered if it does not have an identifiable mark.</p> <p>4.7 & 4.8 - Conditions and restrictions apply for outboard motor theft cover. This includes telling us the serial number of the outboard motor in the event of an outboard motor theft claim, and specific conditions in respect of the security of the outboard motor and type of anti-theft device that must be used.</p> <p>4.11 - Loss or damage as a result of gradual deterioration is excluded unless certain conditions can be met</p> <p>4.15 - Loss or damage as a result of frost is covered however; this is subject to certain conditions.</p>
Section 2)	Your Liability to Others	Your legal liability to others for death or disability, loss or damage, wreck removal, court proceedings.	
Section 3)	Personal Belongings	Protecting you, your family's or guest's on board belongings against theft, loss or damage whilst on board the vessel, in storage or in transit.	
Section 4)	Medical Expenses	Following an injury on board or getting on or off the vessel, the cost of medical, surgical, ambulance, hospital or other professional medical services.	
Section 5)	Personal Accident	Cover for bodily injury or death whilst on board or getting on or off the vessel.	
Section 6)	Racing	Only operative where noted on your certificate. Extending cover to include your racing risks including loss of race entry fees.	There is no cover for the mast, spars, sails and rigging whilst the vessel is racing unless this has been agreed by us and it is shown in the Certificate of Insurance under "Type of Racing".
Section 7)	Excess Waiver	Only operative when offered by us and additional premium paid, no excess is payable.	
Section 8)	Additional Benefits	<p>Marina benefits, if a claim occurs in a marina afloat or ashore, no excess is payable and your no claims bonus is not affected.</p> <p>Small Craft Hire benefit.</p> <p>Accommodation and travel expenses.</p> <p>Bicycles and mopeds.</p> <p>Grounding inspections.</p> <p>Single handed sailing, automatically</p>	

		agreed up to 24 consecutive hours.	
Section 9)	General Conditions	Conditions that affect the whole Policy	Important general restriction to the cover that should be noted.
Section 10)	General Exclusions	Exclusions and Limitations that affect the whole Policy.	<p>1.9 - There is no cover for any claim arising from fire or explosion on the Vessel where the Maximum Designed Speed of the Vessel exceeds 17 knots if fitted with inboard Machinery, unless:</p> <p>(a) the Vessel is equipped in the engine compartment with a fire extinguishing system which is either automatically operated or has controls at the steering position or has controls next to the engine compartment; or</p> <p>(b) has portable firefighting equipment on-board and that allows access to the engine compartment through a designated access panel or peep hole. All fire extinguishing equipment must be properly installed and maintained.</p> <p>1.10 - Unless we have agreed it, cover for sinking or swamping whilst the vessel is unattended afloat is excluded if the vessel is less than 17 feet length overall and the maximum designed speed is in excess of 17 knots</p>
Section 11)	General Excess	These are that amounts that will be deducted if you make a claim.	25% reduction for specific items aged 5 years or over at the time of the claim incident.
Section 12)	Cancellation	If You/We cancel the Policy.	
Section 13)	Claims	In the event of a claim how You / We will proceed.	The hull identification number, if the vessel has one, is required for all vessel theft claims

Applying for Cover

To apply for this insurance you must complete the enquiry form. We will use this information supplied by you to decide the terms of cover we will provide. We may require additional information to assist us in providing terms.

It is important to provide us with accurate information and we ask you to refer to the Duty of Disclosure section of this document.

Where we agree to provide cover we will issue you with a Certificate Schedule which sets out important information:

❖ Period of your Insurance

This will be from the date you have requested we commence cover. We cannot back-date cover unless insurers have agreed to hold covered the insurance pending certain information.

❖ The Premium

this will be clearly stated and will clearly show any application of fees, stamp duty, GST or other governmental tax or levy that may be applicable

Premium must be paid prior to commencement of the Period of Insurance or at a date agreed in writing with insurers. Failure to make payment may invalidate the insurance and claims may not be paid.

❖ What is Insured

The details of what is being insured will be clearly stated on the Certificate this will include the property and liability being covered.

❖ **Limits of the Cover**

These will be shown in the Certificate and in the Policy Wording; you will need to read these carefully to ensure that they are adequate for your needs.

❖ **The Excesses that will apply**

This is the first amount payable by you when a claim is accepted. This is clearly stated and any additional or special excesses may be noted in endorsements or conditions section of the Certificate.

❖ **Endorsements, Subjectivities and Special Conditions**

This is where there may be any special restrictions or agreements made outside of the standard policy wording but form part of the cover being provided. It is very important that you read these carefully and where there are any requirements or restrictions that you are able to comply with these fully.

❖ **No Claims Bonus**

You may be eligible for a no claims bonus which is a discount on your premium when you buy the policy if you have not experienced a boat claim. You are entitled to a maximum 25% no claims bonus if you have experienced no pleasure craft related claims in the last 5 years and have been insured with us for one year.

❖ **No Claims Bonus Protection**

If you have not had a claim for 5 years or more, we may give you the opportunity to protect your no claims bonus for a small additional premium.

In the event of a claim occurring during the policy period your no claims bonus will not be affected

❖ **Excess Waiver**

We may give you the opportunity to purchase Excess Waiver cover; in the event of a claim, your excess may not apply if you make a claim under the policy unless noted as not applying as part of any additional Endorsements or Conditions in the Certificate.

How to Renew

When your policy is due for renewal, we will try to contact you at least 21 days before the period of insurance ends with full details of your next year's premium and policy terms and conditions.

If you do not want to renew this policy, please contact us or your broker before the renewal date. Occasionally, we may not be able to offer to renew your policy. If this happens, we or your broker will contact you before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

Important information

Taking care of your vessel

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

Important Notice

The amount we have insured your vessel for is the agreed value of the vessel.

If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect.

Examples include, but are not limited to:

- changes in conditions, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

Taxes

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

Law

Your Policy shall be governed by the laws of the commonwealth of Australia and state of Western Australia.

Jurisdiction

Your Policy is governed by the exclusive jurisdiction of the Courts of Australia

Privacy

Your information has been, or will be, collected or received by Topsail and your insurer MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles.

We are bound by the provisions of the Privacy Act 1988 and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 which sets out the standards to meet in the collection, use and disclosure of personal information. The Act defines “personal information” as “information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion”.

Purpose of Collection

We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The insurers full Data Privacy Notice can be found on: www.msamlin.com/en/site-services/data-privacy-notice.html.

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email : dataprotectionofficer@msamlin.com or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

Access to Information

You can check the personal information we hold about you at any time. Requests for access can be made in writing to: The Privacy Officer at the address as set out below

Cooling off Period

You have the right to return the policy to us within 14 days of the date that the cover is inception, unless a claim is made under the policy.

If you return the policy during the cooling off period, we will refund the full amount of the premium less any duties or taxes payable. The policy will be terminated from the date we receive the request to return the policy.

Complaints Procedure

In Australia Lloyd’s is a member of the Insurance Council of Australia. Lloyd’s has adopted the General Insurance Code of Practice subject certain specific qualifications. You can obtain a copy of the Code at:

www.codeofpractice.com.au.

We are committed to providing you with a first class service at all times, however, we recognise that occasionally you may be unhappy with some aspect of this service.

This insurance is subject to the standards set out in the Insurance Council of Australia’s General Insurance Code of Practice (www.codeofpractice.com.au), apart from any claims adjusted outside Australia. Underwriters at Lloyd’s proudly support the General Insurance Code of Practice. One of the objectives of the Code is to commit us to high standards of service.

If you wish to complain about our services, contact The Complaints Officer using the contact details below. We will acknowledge your complaint immediately and attempt to resolve within 15 business days.

Our contact details are: Topsail Insurance Pty Ltd
Po Box 48, South Fremantle. WA 6162, Australia

Telephone: +61 8 6102 8861

Email: enquiries@topsailinsurance.com.au

In the unlikely event that we are unable to resolve the matter or **you** are not satisfied with the way a complaint has been dealt with, **you** should contact:

Lloyd’s Australia Limited, Level 9, 1 O’Connell Street
Sydney NSW 2000

Telephone: (02) 8298 0783 Fax : (02) 8298 0788

Email: ldraustralia@lloyds.com

External Dispute Resolution

If your complaint is not resolved satisfactorily or we do not resolve your complaint within 45 calendar days of receiving it, you may refer to the matter to the AFCA.

AFCA can be contacted by post, GPO Box 3, Melbourne Vic 3001 or phone 1800 367 287 or go to www.afca.org.au.

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your** insurer. AFCA provide fair and independent financial services complaint resolution that is free to consumers. **Your** dispute must be referred to AFCA within 2 years of the date of **Our** final decision. Determinations made by AFCA are binding.

Contacting Topsail Insurance

Topsail are here to help and answer any questions you may have. If you enquired through a broker and not directly to Topsail Insurance please contact your broker.

Otherwise:

Call Topsail +61 8 6102 8861

Email: enquiries@topsailinsurance.com.au

Write : P.O.Box 48, South Fremantle, WA 6162

What happens if I have a Claim ?

It is our aim is to give you peace of mind by providing an efficient, effective and helpful claims service.

So we can ensure the best service to you, Topsail uses the expertise of the claims service of your Lloyd's Underwriter MS Amlin to provide a direct service to you and where required, Topsail can assist in the administration of your claim.

To ensure a claim runs smoothly they will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell them everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

MS Amlin claims team contact details are:

By Email:	boatclaims@msamlin.com
By Post:	MS Amlin 11 Tower View, West Malling. Kent UK ME19 4UY
By Telephone:	+44 1732 223610
Fax:	+44 1732 871482

Office hours are 09.00 to 17.00 (GMT/BST) Monday to Friday excluding bank holidays. If you are calling the claims team outside of these hours you will automatically be transferred to our messaging service where you can give details of your loss or damage; and will then aim to respond to you by the next working day.

You can download a claim form via Topsail's website at <http://www.topsailinsurance.com.au/our-claims-services.html>

Should you require urgent assistance outside of our office hours, MS Amlin have arranged for a specialist marine loss adjusting company, C Claims, to provide an emergency claims helpline. The C Claims helpline is available during the hours 17:00 to 22:00 weekdays and 08:00 to 22:00 weekends and bank holidays.

The C Claims helpline will provide help and guidance concerning the availability of repairers, surveyors, engineers or other specialists in order to assist you at the initial stage of any problem. Thereafter, all advice should be taken from and reference made to, MS Amlin or those parties that they may appoint to assist you.

Emergency Out of Hours Helpline (Provided by C Claims)

Tel:	+44 20 8502 6999
Fax:	+44 20 8500 1005
Email:	cclaimsuk@aol.com

Procedure

It is very important that MS Amlin are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact them please also quote your policy number if you have it to hand.

They will forward a claim form to you for completion as soon as they are told of the incident, remember you can also download a claim form via our website <http://www.topsailinsurance.com.au/our-claims-services.html>

- This should be returned to MS Amlin, fully completed, as soon as possible whether or not you intend to make a formal claim and they may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to MS Amlin without delay although they may also ask you to obtain alternative estimates. A surveyor may be instructed by MS Amlin to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement.

When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to MS Amlin for payment to you.

Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

Helpful Claims Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss

Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

Damaged by a Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This **Helpful Claims Advice** section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim

Definitions and Words with Special Meaning

The words below, where they appear in **bold** text throughout this document, have the following meaning:

Certificate of Insurance - the document issued to **You** by **Us** entitled “**CERTIFICATE OF INSURANCE**” which details coverage, values and additional limitations.

Constructive Total Loss - where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

Gradual Deterioration - the gradual degradation of the **Vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Latent Defect - a hidden flaw, weakness or imperfection in the design, manufacture or build of the **Vessel** that is not apparent by routine inspection and is not a result of **Gradual Deterioration** or a lack of maintenance.

Machinery - includes but is not limited to main or auxiliary engines, outboard motors not exceeding 10hp unless specified in the **Certificate of Insurance**, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

Maximum Designed Speed - the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

Personal Belongings - items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

Policy - the policy of insurance represented by this document together with the

Certificate of Insurance.

Sum Insured - the value of the **Vessel**, or other insured property as specified in the **Certificate of Insurance**.

Total Loss - the **Vessel** is irretrievably lost or destroyed.

Vessel - the **Vessel** described in the **Certificate of Insurance** including her hull, **Machinery**, gear, equipment and road trailer. Including tender(s) used in connection with the operation of the **Vessel** not exceeding 16 feet in length unless specified in the **Certificate of Insurance**

We, Us and Our – Topsail Insurance Pty Ltd. On behalf of the insurer MS Amlin Syndicate 2001 at Lloyd’s managed by MS Amlin Underwriting Limited.

You, Your and Yours - the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Where A\$ is noted in the **Policy** this shall be calculated as the A\$ equivalent in the currency shown on **Your Certificate of Insurance**.

Section 1

The Vessel

What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
 - 1.1 all risks of accidental damage;
 - 1.2 theft;
 - 1.3 fire and/or explosion;
 - 1.4 acts of piracy;
 - 1.5 acts of vandalism;
 - 1.6 deliberate damage (not caused by **You**);
 - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part; and
 - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
 - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum value of A\$4,000 each item and A\$8,000 in all) or as shown in the **Certificate of Insurance**;
 - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
 - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, subject to the exclusions in clause 4.11 of this Section 1; and
 - 2.4 loss of or damage to the **Vessel's Machinery** caused by the failure of any component, provided that:
 - (a) the **Machinery** is less than 10 years old from the date of first manufacture;
 - (b) is professionally installed;
 - (c) the **Maximum Designed Speed** of the **Vessel** is under 35 knots; and
 - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.
- 3 **You** are also covered for:
 - 3.1 salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
 - 3.2 charges incurred to prevent or minimise a loss covered by the **Policy**.

What is not covered

- 4 No cover is provided in respect of loss or damage as a result of:
 - 4.1 any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
 - 4.2 previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
 - 4.3 the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the Vessel;
 - 4.4 the cost of making good any fault or error in design or construction;
 - 4.5 theft of a tender that does not have an identifiable mark;
 - 4.6 theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the Vessel), a locked cabin or locker, locked storage, or a locked vehicle;
 - 4.7 theft of any outboard motor whose serial number **You** do not provide **Us** within the event of a claim;
 - 4.8 theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the Vessel or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
 - 4.9 theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building;
 - 4.10 Theft or unauthorised removal of the **Vessel** by anyone in charge of the **Vessel** with **Your** consent.
 - 4.11 **Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;

What is not covered continued..

- 4.12 osmosis, barnacle growth or fungal growth;
 - 4.13 incursion of water into the **Vessel** unless sudden and unforeseen, or accidental;
 - 4.14 gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
 - 4.15 frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
- 5 **You** are also not covered for loss of or damage to:
- 5.1 the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use;
 - 5.2 a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only;
- 5.3 consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel; or
 - 5.4 **Vessels** less than 8.5 metres (28 feet) in length and RIBs (rigid inflatable boat) of any length, being stolen, swamped, stranded, sunk, or breaking adrift whilst moored or anchored unattended off an exposed beach or shore.
- 6 **You** are also not covered for:
- 6.1 the cost of repairs or replacement to the **Machinery** directly caused by **Latent Defect** or mechanical breakdown, unless cover is provided under Section 1: 2.4; or
 - 6.2 the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Usage and Endorsements", in which case cover is extended under Section 6.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 2

Your Liability to Others

What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
 - 1.1 damage to any other vessel or property;
 - 1.2 death or injury;
 - 1.3 pollution; and
 - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
 - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
 - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

What is not covered

- 4 No cover is provided in respect of:
 - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
 - (a) there is no accidental damage to the **Vessel**; or
 - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
 - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
 - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
 - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
 - 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
 - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
 - (b) the water toys are of professional design and manufacture; and
 - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
 - 4.6 any liability arising whilst the **Vessel** is used for or in connection with parascending or other similar activity;
 - 4.7 any liability to third parties whilst the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
 - 4.8 any liability to any person if they or anyone else has paid for them to be on-board the **Vessel**, unless cover has been extended in accordance with Section 10, 1.2

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 3

Personal Belongings

What is covered

- 1 Whilst on board the **Vessel**, in storage or in a vehicle or in transit between the place of storage and the **Vessel**, **Personal Belongings** are covered for **You, Your** family and guests on board the **Vessel** with **Your** permission up to an amount limited to 2% of the sum insured of the **Vessel** up to a maximum of A\$4,000 or such other amount as shown in the **Certificate of Insurance** for:
 - 1.1 all risks of accidental loss or damage;
 - 1.2 theft;
 - 1.3 fire and/or explosion;
 - 1.4 acts of piracy; and
 - 1.5 acts of vandalism.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 **Personal Belongings** in relation to any **Vessel** under 15 feet in length overall;
 - 2.2 any single item of **Personal Belongings** in excess of A\$1,500 unless agreed by **Us**;
 - 2.3 jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by **Us**;
 - 2.4 breakage of articles of a fragile or brittle nature;
 - 2.5 **Personal Belongings** insured under any other policy of insurance; or
 - 2.6 theft of **Personal Belongings**:
 - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
 - (b) whilst not on the **Vessel** (unless stolen from locked storage or from a locked vehicle).
 - 2.7 any loss whilst in transit unless under your care, custody or control.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 4

Emergency Medical Expenses

What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of A\$10,000 per person, incurred by **You, Your** family and guests in respect of injuries suffered as a result of an accident whilst on board or getting on or off the **Vessel** with **Your** permission.

This Section 4 does not apply to eligible Medical Expenses under Medicare and/or any private health fund within Australia

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the **Vessel**.
 - 2.2 any pre-existing illness or injury
 - 2.3 any suicide or attempted suicide
 - 2.4 medical expenses within a person's country of residence

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 5

Personal Accident

What is covered

- 1 **We** shall pay A\$40,000 to **You, Your family and guests** on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
 - 1.1 death;
 - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
 - 1.3 permanent loss of sight of one or both eyes; or
 - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the **Vessel**;
 - 2.2 anyone making a claim against **You** that is covered under Section 2 of the **Policy**;
 - 2.3 any pre-existing illness or injury;
 - 2.4 any suicide or attempted suicide; or
 - 2.5 an amount exceeding A\$240,000 in total in any one Period of Insurance.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 6

Racing

What is covered

- 1 Whilst the **Vessel** is racing, and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Type of Racing", cover is provided for:
 - 1.1 loss or damage to mast, spars, sails and rigging; and
 - 1.2 loss of race entry fees up to A\$2,000 if the **Vessel** is unable to take part in a regatta, series or event which **You** have entered as a result of any loss to the **Vessel** covered under Section 1 of the **Policy**.

What is not covered

- 2 Whilst the **Vessel** is racing no cover is provided for:
 - 2.1 the **Vessel** if it is not a sailing vessel;
 - 2.2 the additional excess stated in Section 11

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 7

Excess Waiver

What is covered

- 1 Where optional Excess Waiver cover has been offered by **Us** and the additional premium has been paid, the excess shall not apply if you make a claim under this **Policy**,

We shall continue to offer this at renewal provided that no more than one claim has been made by **You** during the current Period of Insurance.

What is not covered

- 2 Where Excess Waiver cover is clearly noted as not applying as part of any additional Endorsements or Conditions in the **Certificate of Insurance**

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 8

Additional Benefits

1 Marina Benefits

In the event of a loss covered by the **Policy** occurring while the **Vessel** is in a purpose built marina either ashore or afloat on a berth, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.

2 Small Craft Hire benefit

For **Vessels** up to 23 feet in length overall, **We** will pay up to A\$100 per day, up to a maximum of 7 days, for the hire of a similar vessel, if the **Vessel** suffers loss or damage while **You** are on holiday with the **Vessel** and it can no longer be used by **You**.

3 Accommodation and Travel Expenses

We will pay up to \$1,500 towards accommodation and repatriation costs incurred by **You** following an event covered under this **Policy** if the **Vessel** is deemed uninhabitable whilst outside **Your** country of domicile and the **Vessel** is outside her usual mooring location as declared on the **Certificate of Insurance**.

4 Bicycles and mopeds

Cover is provided for theft of bicycles and mopeds following violent or forcible entry from a locked place of storage or following Actual Total Loss of the **Vessel**. Details of the age, make, model and values must be declared to **Us** prior to attachment.

5 Bottom inspection following a grounding

Subject to prior agreement **We** will pay reasonable costs for the inspection of the bottom of the **Vessel** following a grounding incident even if no damage is found and without application of the **Policy** Excess.

6 Single-Handed Sailing

You are covered for navigating single-handed for a period not exceeding 24 hours.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 9

General Conditions that apply to the whole Policy

1. **You must comply** with all of the following conditions:

- 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
- 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 24 consecutive hours.
- 1.3 **You** must maintain the **Vessel** for the use intended.
- 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
- 1.5 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licencing conditions, as are applicable.
- 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.

2. Governing Law

Unless the Insurers have agreed otherwise and the Certificate Schedule specifically shows such agreement, this insurance is governed by the laws of the commonwealth of Australia and state of Western Australia.

3. Jurisdiction

Unless the Insurers have agreed otherwise and the Certificate Schedule specifically shows such agreement, this insurance is governed by the exclusive jurisdiction of the Courts of Australia.

4. Service of Suit

We agrees that in the event of a dispute arising under this **Policy**, **We** shall, at **Your** request, submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute will be determined according to the law and practice applicable to such court. Any summons, notice or process to be served upon **Us** may be served upon the party identified below who has authority to accept service and enter an appearance on **Our** behalf and are directed at **Your** request to give a written undertaking to **You** to enter an appearance on behalf of **Us**: Lloyd's General Representative in Australia, Lloyd's Australia Ltd. Level 9, 1 O'Connell Street, Sydney. NSW 2000

5. Sanctions Limitation

This policy will not provide any insurance cover or benefit, and we will not pay any sum, if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to us.

6. Fraud and Misrepresentation

If **We** determine that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, **We** will give 3 business days notice to cancel this **policy** in accordance with Insurance Contracts Act 1984 and all benefits under this **policy** will cease.

7. Innocent Misrepresentation and/or Failure to Disclose Material Information

If as a consumer **You** deliberately or recklessly make a misrepresentation, **We** will be entitled to avoid this **Policy**, refuse all claims and not return any of the premiums paid.

If the breach is neither deliberate nor reckless, **We** will avoid this **policy** and return the premiums only if **We** would not have entered into this **policy** had **We** known the true position. If **We** would have entered into this **Policy**, but on different terms, those terms will be deemed to be incorporated in this **Policy**.

In addition, if **We** would have entered this **Policy**, whether the terms would have been the same or different, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

The burden of proof for this condition will be on **Us**.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

Section 10

General Exclusions that apply to the whole Policy

1 **You** are not covered for any claim arising:

- 1.1 while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, unless required to safeguard the **Vessel**, **You** or **Your** guests;
- 1.2 when the **Vessel** is being used for charter, hire or commercial letting unless agreed by **Us**;
- 1.3 from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;
- 1.4 from terrorism (unless cover is obligatory by law);
- 1.5 from lawful arrest, restraint or detainment of the **Vessel**;
- 1.6 from war, civil war, conflict, commotion and riot;
- 1.7 from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
 - (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Note: Exclusion 1.7 does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or similar peaceful purposes

- 1.8 any chemical, biological, bio-chemical, or electromagnetic weapon

- 1.9 From fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots if fitted with inboard **Machinery**, unless:

- (a) the **Vessel** is equipped in the engine compartment with a fire extinguishing system which is either automatically operated or has controls at the steering position or has controls next to the engine compartment; or
- (b) has portable firefighting equipment on-board and that allows access to the engine compartment through a designated access panel or peep hole.

All fire extinguishing equipment must be properly installed and maintained.

- 1.10 from sinking or swamping whilst the **Vessel** is unattended afloat if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.
- 1.11 from the capture, seizure, arrest, restraint, detainment, hijack or kidnap of the Insured, permitted users, charterers, guests or any other persons

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

- 2.1 loss of use of the **Vessel**, loss of profits or loss of value;
- 2.2 indirect losses unless specifically covered elsewhere in the **Policy**;
- 2.3 punitive or exemplary charges or any costs resulting from any criminal proceedings;
- 2.4 loss or damage to **Your** moorings, unless agreed by **Us**; or
- 2.5 racing, if the **Vessel** is not a sailing vessel

Section 11

General Excesses and Deductions that apply to the whole Policy

- 1 The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:
 - 1.1 for **Total Loss**;
 - 1.2 for **Constructive Total Loss**;
 - 1.3 under Section 2 “Your Liability to Others”;
 - 1.4 under Section 4 “Emergency Medical Expenses”;
 - 1.5 under Section 5 “Personal Accident”;
 - 1.6 in respect of race entry fees under Section 6 “Racing”;
 - 1.7 for costs incurred solely to prevent or minimise a loss; and
 - 1.8 for loss or damage caused by an uninsured third party.
- 2 Where a claimable item is aged 5 years or over at the time of the claim incident and prior to the deduction of the excess, **We** will reduce the amount **We** will pay by 25% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:
 - (a) protective covers and canopies;
 - (b) **Machinery**, batteries and tenders;
 - (c) paintwork or other surface finish;
 - (d) upholstery and soft furnishings; or
 - (e) mast, spars, sails, standing and running rigging;
- 3 Claims for outboard motor and tender will be subject to a A\$200 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 4 Claims for **Personal Belongings** will be subject to a A\$200 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 5 Whilst the **Vessel** is racing and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under “Type of Racing”, an excess of 1% of the Hull, **Machinery**, gear and equipment, **Sum Insured** or A\$500, whichever is the greater, will be applied. This will be in addition to the excess stated in the **Certificate of Insurance**. This increased excess is not applicable to **Vessels** under 17 feet in length overall. If purchased, the Excess Waiver cover will not apply.
- 6 Under Section 8 “Single-Handed Sailing” the excess shown in the **Certificate of Insurance** is doubled whilst single-handed sailing and if purchased, the Excess Waiver cover will not apply.

This shall not apply in the case of a **Total Loss** or **Constructive Total Loss**,

Section 12

Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
- 2 We must give notice of any proposed cancellation in writing to **You**. The notice cancels the policy from the earlier of:
 - The time when a replacement policy is entered into.
 - The latest of the following times:
 - 4pm three business days after receipt of your notice or 14 business days in the case of a statutory policy in force by virtue of section 58.
 - The time specified in the policy, if any.

We can only cancel a policy in the following instances if **You**:

 - breach **Your** duty of utmost good faith.
 - breach **Your** disclosure obligations.
 - misrepresent the facts to **Us**.
 - do not do what the policy requires **You** to do including but not limited to non payment of premium.

We will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be A\$100 plus GST and Stamp Duty).
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.
- 6 **You** may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be A\$100 plus GST and Stamp Duty).
- 7 Where a refund of premium is due, no payment for any amount under A\$20 will be made.
- 8 There will be no refund of premium if a claim has been paid during the current period of insurance.

Section 13

Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
 - 1.1 tell **Us** as soon as possible; and
 - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
 - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
 - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
 - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
 - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **We** will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the **Policy**.
- 5 **We** will not pay more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section 11, subject to the terms and conditions of the **Policy**.

Section 14

Complaints

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should take the following steps:

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact MS Amlin or Topsail Insurance where applicable. In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time. Making a complaint does not affect any of Your legal rights.

This insurance is subject to the standards set out in the Insurance Council of Australia's General Insurance Code of Practice (www.codeofpractice.com.au), apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. One of the objectives of the Code is to commit us to high standards of service.

Any enquiry or complaint relating to this Insurance should be referred to:

Topsail Insurance Pty Ltd
Po Box 48, South Fremantle. WA 6162, Australia
Telephone: +61 8 6102 8861
Email: enquiries@topsailinsurance.com.au

If this does not resolve the matter or **you** are not satisfied with the way a complaint has been dealt with, **you** should contact:

Lloyd's Australia Limited,
Level 9, 1 O'Connell Street
Sydney NSW 2000
Telephone Number: (02) 8298 0783
Facsimile Number: (02) 8298 0788
Email: ldraustralia@lloyds.com

Your complaint will generally be reviewed by their office if it falls within the Terms of Reference of the Australian Financial Complaints Authority. Otherwise, **your** matter will be referred to the Complaints Team at Lloyd's based in the UK. If **your** dispute remains unresolved **you** may be referred to Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. AFCA can be contacted on 1800 367 287 or GPO Box 3 Melbourne, Victoria 3001 or info@afca.org.au more information can be found on their website www.afca.org.au. For other disputes **you** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.



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