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vero

Pleasurecraft Policy



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The online version of this document is interactive

Click a section on the index page, or any page number in this document, to go straight there.
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As part of our commitment to you, this document meets the WriteMark Plain Language Standard.
The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

Welcome to the Vero Pleasurecraft Policy – insurance for your personal boat

Our Pleasurecraft policy is designed for private boats and their equipment. It also includes dinghies and jet-skis, as well as most legal liabilities owners might incur. It covers you for most *accidental* damage and liability when using and storing your boat, and for damage to your boat when it is being towed.

In this policy wording, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.



Who we mean by 'you'

When we say 'you' or 'your', we mean any party named in your policy *schedule*. 'You' includes any other person using your boat with your direct permission.

Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited – Vero Marine.

The documents that make up your insurance policy

Your insurance policy is made up of three parts.

1. This policy wording. It explains what we do and don't cover, how to contact us, the responsibilities you have under the policy, and how to make a claim.
2. Your policy *schedule*. It gives details specific to you, including who and what is insured, and when cover starts and ends. The policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
3. Other information we give you or you give us, for example in the proposal, application, declaration, emails, or conversations. This applies whether we receive the information from you or your broker or adviser. It applies to information in any format, including verbal information and physical or electronic documents.

Read your policy wording, so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording and your policy *schedule*, as long as your premium payment is up to date.

Read your policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this document, contact your insurance broker or adviser if you would like more information.

Words in italics have specific meanings

When words are in italics, they have specific meanings that we've defined in the 'Definitions' section on page 30.

Headings in this policy wording are descriptive, and examples are illustrative

The headings used in this policy wording are descriptive, to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret policy's meaning.

The examples we give in this policy are to illustrate ideas only – they're not contractually binding.

Boat and accessories



Boat trailer



Wet weather gear



Fishing rods



Dive gear



Marine radio



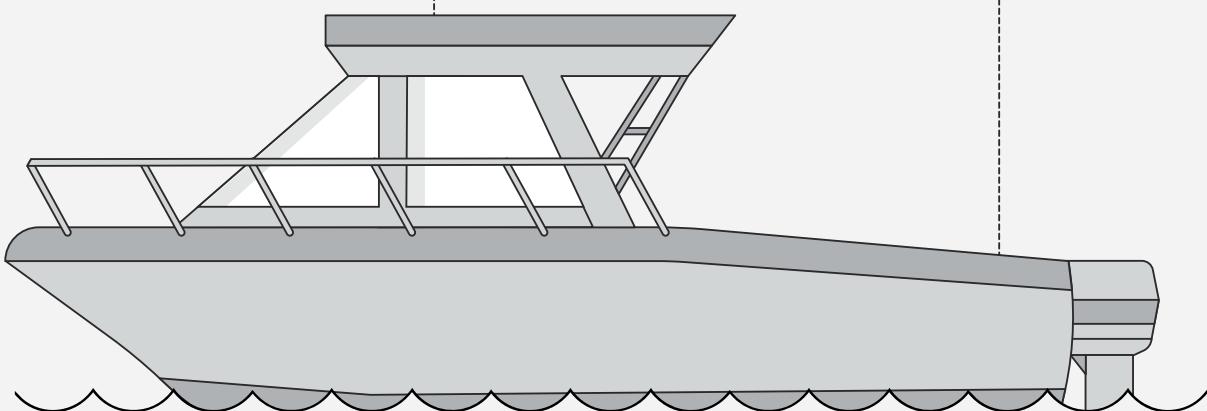
Outboard motor



Fire extinguisher



Life jackets



Your cover in detail

This section explains what your insurance covers:

- your cover for loss or damage to your *boat* and *boat's gear*
- your liability cover
- additional benefits your insurance includes
- optional benefits you can pay to add to your insurance.

All currency amounts in this policy are in New Zealand dollars and include GST.

Cover for loss or damage to your boat and boat's gear

We'll cover *accidental* loss or damage to your *boat* anywhere in New Zealand during the period of insurance.

We'll also cover physical damage to your *boat* caused by any latent defect. However, we won't cover the cost of repairing or replacing any latent defect. 'Latent defect' means a part or component of your *boat* where the construction material is flawed or there is a hidden defect that could not have been discovered in a careful inspection by a qualified person.

We'll cover your *boat's gear* for *accidental* loss or damage while you're on board your *boat*. We'll also cover your *boat's gear* when your *boat* is left unattended when moored or on its *trailer*, if it's in a locked cabin or locked space. As long as your *boat's gear* isn't insured under any other insurance policy, we'll cover it while it's temporarily removed from your *boat*.

- for repairs
- for storage in securely locked premises
- while being taken to or from repair or storage.

We only cover *fishing or diving equipment* if you have the '*Fishing or diving equipment*' optional benefit.

We'll insure you for any *accidental* loss, damage, or expense you incur under the benefits below and any optional benefits you've selected.

The policy exclusions and policy conditions apply to the cover we provide for your *boat*, the benefits, and the optional benefits.

If you have other insurance with us, you're only entitled to the benefit of one policy, or part of a policy, per event.

We insure your boat for either its market value or an agreed value

Total loss or constructive total loss of your boat

When you set up your policy your *boat* will be insured for either its *market value* or an *agreed value* and this is shown on your policy schedule.

If your *boat's* insured for its *market value* and it's a *total loss* or *constructive total loss*, we'll pay its *market value*. This payment will be, at most, the sum insured stated in your policy schedule.

If your *boat's* insured for an *agreed value* and the entire *boat* is a *total loss* or *constructive total loss*, we'll pay the *agreed value* stated in your policy schedule.

Boat's gear

We'll pay the actual *market value* of your *boat's gear* up to the sum insured in your policy schedule. This payment won't be more than the cost of repairing or replacing the gear with similar items.

All other claims including repairs, loss of individual item

In all other claims that aren't a *total loss* or *constructive total loss*, such as repairs or loss of an item, we'll choose how we settle your claim as explained in 'We choose how we settle some claims' below.

Whether your boat's insured for *market value* or an *agreed value*, we won't pay for both unrepaired damage and a *total loss* or *constructive total loss*. If we pay you for a *total loss* or *constructive total loss*, you agree we can take ownership of any salvage or remaining insured property. However, we won't have to take ownership.

We choose how we settle some claims

For claims under this policy that aren't a *total loss* or *constructive total loss*, we can choose whether we:

- settle by paying you
- replace or repair, or pay you after taking quotes for repair.

The most we'll pay is the sum insured shown on your policy *schedule*.

You may have to contribute to improvements

We may require you to contribute to improvements to your *boat* if its repair or replacement will improve its condition or value, when compared to its *pre-accident* condition or value. If we require you to contribute, we will do this in one of the following ways:

- before any repair or replacement, we will agree with you your contribution to the total cost;
- where we are unable to reach agreement with you, or you have already arranged the repair or replacement without consultation and agreement with us, we will only pay what we think is reasonable to return your *boat* to its *pre-accident* condition.

For example, if we accept a claim involving painting, recoating, or treating a damaged area of your *boat*, you may ask us for similar work to undamaged areas, such as to match colours and finish. If we agree, you may need to contribute to these costs.

Cover in different situations – when you are covered and how your cover changes

Your *boat* is insured *anywhere in New Zealand*, while afloat, ashore, or being transported by road, rail, or ship. Your *trailer craft* must be designed to be towed on a *trailer*. Your *moored craft* must be cradled and transported by a professional *boat haulage* company.

You have different cover in different situations, and some of your cover has a different excess in different situations. Read this policy wording carefully to understand the details.

Liability cover

We'll cover you for your legal liability to pay *damages* or *reparation* for *accidental loss* or damage to someone else's property, or *accidental bodily injury*. The loss, damage or *bodily injury* must be caused by an *accident* involving your *boat* anywhere in New Zealand, during the *period of insurance*. Your cover includes:

- your legal liability to any person while water skiing or being towed on the water's surface by your *boat*
- your legal liability for any loss of or damage to property that arises from the wreck of your *boat*
- your legal liability for loss, damage or contamination caused either by the wreck of your *boat* or the sudden *accidental* discharge or escape of oil or fuel from your *boat*
- any costs of salvaging your *boat* that you're legally liable to pay
- any wreck removal costs that you're legally liable to pay
- any costs that result from raising, removing or destroying the wreck of your *boat*, or attempting to, where you are instructed to do so by a legally authorised statutory authority
- any reasonable expenses you incur in minimising loss or damage to the environment or to *others*
- any interest earned on our proportion of any judgement before we make payment.

We'll also cover your legal liability for *accidents* involving any other *boat* you use as an individual person but only if it doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement. We won't cover damage to the *boat* itself.

What you must do to be covered for liability for reparation

To be covered for liability for *reparation*, you must:

- tell us immediately if you're charged with any offence in connection with your ownership of your *boat* which resulted in *bodily injury* to *others* or damage to their property
- obtain our written approval before you make any offer of *reparation*.

What we'll pay for legal liability

We'll pay up to \$10,000,000 for any one event for your legal liability to *others* to pay *damages* or *reparation* for *accidental bodily injury* or *accidental loss* or damage to someone else's property.

Where your liability is to pay *damages*, we'll also pay up to \$250 per person per day for:

- your legal or other reasonable expenses incurred with our written consent
- the costs of attending court proceedings at our request.

We won't pay these expenses and costs where your liability is to pay *reparation*.

Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each, the policy definitions, terms, limitations, exclusions and conditions that apply to these benefits.

Additions – we'll cover fixtures, fittings, and gear you add to your boat

We'll automatically provide cover for any fixtures, fittings or *boat's gear* you buy for your *boat* during a *period of insurance*. You must:

- tell us about the items and their values before the end of the *period of insurance* you buy them in
- provide receipts if there's *accidental loss* or damage.

When you tell us about the items, we'll change the sum insured and *premium*. This change will take effect when the next *period of insurance* starts.

The maximum amount payable in any *period of insurance* under this benefit is \$25,000.

Boat change – we'll insure your replacement boat

If you replace your *boat* with another *boat* of similar type, age, and construction, we'll automatically insure it for 30 days after purchase. We'll cover your replacement *boat's market value*. We'll cover it on the same terms that applied to the original *boat* in your policy *schedule*. The replacement *boat* must have a *market value* no more than 10% higher than the original *boat*.

You must:

- give full details of the replacement *boat* within 30 days from buying it
- pay any extra *premium* requested.

If your replacement *boat* is not of similar value, type, age, and construction, you'll need to talk to us before we cover it.

Continuation of cover – we'll extend your cover until your boat arrives at a safe port or launching ramp

If your cover ends while your *boat* is on the water, we'll extend cover until it arrives back at a safe port or launching ramp. When the *period of insurance* ends, your *boat* must meet all of the conditions below. It must be:

- afloat
- being navigated
- away from any port or launching ramp.

You must notify us as soon as possible and pay any extra *premium* we require.

This benefit doesn't apply if this policy is due to be cancelled.

Emergency equipment – we'll help you restore your emergency equipment after a claim

If we accept a claim for *accidental loss* or damage to your *boat*, we'll reimburse you for restoring your emergency equipment. We'll pay to:

- refill or replace fire extinguishers and safety flares, up to \$1,500
- replace the battery in your *EPIRB* (or similar emergency beacon), up to \$500 per *EPIRB*
- repack your life raft.

Emergency rescue and emergency repair costs – we'll cover the immediate response

If we accept a claim for an *accident*, we'll repay the reasonable costs of:

- rescuing you, your passengers, your crew, or your pets, or moving your *boat* to the nearest repairer or place of safety, up to \$25,000 for any one event
- essential and immediate repairs to the *boat* so your *boat* can get to its destination or to a repairer.

We'll also pay up to \$2,000 for any one event to return your *boat* to your usual place of residence or usual mooring location following its repair, or if it was stolen, following its recovery.

Emergency towage costs while afloat – we'll cover your tow

You may need a tow after a mechanical or electrical *breakdown* to your *boat*. We'll reimburse you for the reasonable towing expenses you incur, without deducting an excess, as long as your *boat* is afloat and you are not setting off from a mooring, marina or *boat* ramp.

We'll pay up to \$2,000 under this benefit during any one *period of insurance*.

Funeral expenses – we'll contribute to the cost

If any person dies from *bodily injury* directly connected to your *boat*, we may pay a death benefit under this policy. If we agree to pay a death benefit, we'll also contribute to their funeral expenses.

We'll pay up to \$5,000 per person, up to a total of \$10,000 for any one event.

Legal defence costs – we'll help pay for your defence in court

After an *accident*, you may face a manslaughter charge as defined in the Crimes Act 1961, or a charge under s65 of the Maritime Transport Act 1994. If you do, we'll pay for legal defence costs necessarily and reasonably incurred to defend you from the charge, without deducting an excess. You must be intending to plead not guilty. Your plea of not guilty must be reasonable, based on the evidence, the law, and the prospect of a successful defence. We'll cover charges resulting from an *accident anywhere in New Zealand*, using your *boat* or another *boat*.

We'll pay up to \$25,000 under this benefit in any one *period of insurance*.

Loss of entry fees – we'll cover your cancellation

You may pay an entry fee for an on-water event, such as a regatta or fishing competition, and then be unable to take part because your *boat* is lost or damaged after you entered.

If we agree to pay your claim for the damage, we'll also reimburse you for your net loss. Your net loss is the part of the entry fee you can't reclaim, after advising the event organisers as soon as you become aware you are unable to take part in the event.

We'll pay up to \$1,000 under this benefit in any one *period of insurance*.

Medical payments not fully covered by ACC – we'll fill the gap

Someone may suffer *accidental bodily injury* directly connected to your *boat*. We'll pay their reasonable medical and ambulance expenses accepted, but not fully covered, by ACC.

The injury must happen:

- when stepping onto your *boat*, on board, or when stepping from your *boat*
- while your *boat* is afloat, being put into the water, or being retrieved from the water.

The expenses must be incurred within one year of the *accident*.

We'll pay up to \$2,000 under this benefit in any one *period of insurance*.

No Fault No Excess – we'll cover your full claim when someone else is at fault

If someone else is fully at fault for loss of or damage to your *boat*, you may not need to pay your *excess*. The damage must:

- be greater than your *excess*
- happen while your *boat* is moored at a marina, or in a collision while underway on the water
- not happen while racing or preparing to race.

You must provide us with accurate written details of who caused damage to your *boat*. This must include their full name and contact details, and details of their insurance.

Personal effects – we'll cover the things you bring with you

We'll cover your *personal effects* if they are not covered by any other insurance policy. We'll cover them for *accidental* loss or damage while they are on board or being carried onto or off your *boat*.

We'll only cover *theft* of *personal effects* from your unattended *boat* if they are in a securely locked cabin or locker.

We'll pay the actual *market value* of your *personal effects*, up to the cost to repair or replace the items with similar items.

We'll pay up to the following amounts per event, less your *excess*:

- \$1,000 if your *boat* is a *trailer craft*
- \$5,000 if your *boat* is a *moored craft*.

We won't cover *fishing* or *diving equipment* under this benefit. We'll only cover *fishing* or *diving equipment* if you have the '*Fishing or diving equipment*' optional benefit.

Personal trauma – we'll pay compensation

If any person dies or suffers a trauma listed below directly connected to your *boat*, we'll pay compensation.

The *event* causing the death or trauma must happen:

- when stepping onto your *boat*, while on board, or when stepping from your *boat*
- while your *boat* is afloat, being put into the water, or being retrieved from the water.

The *event* must be the sole cause of the death or trauma, and the death or trauma must happen within three calendar months of the *event*.

We'll pay the following amounts, up to \$15,000 per person and \$30,000 for any one *event*:

- death: \$15,000
- total and irrecoverable loss of the sight of an eye: \$2,500
- total and irrecoverable loss of the sight of both eyes: \$5,000
- total and permanent loss of the use of one hand or one foot: \$2,500
- total and permanent loss of the use of both hands or both feet, or the use of one hand together with one foot: \$5,000.

We'll also pay medical and dental expenses incurred in connection with such death or trauma, up to \$1,000 per person per *event*.

We won't pay where death or trauma was caused by suicide, attempted suicide or a reckless act.

Preventing loss or damage – we'll help with the costs

You may incur expenses when preventing loss or damage to your *boat* or attempting to prevent it. We'll reimburse you for these expenses without deducting an excess, as long as:

- you incurred them necessarily and reasonably
- we accepted a claim from you, or we would have accepted a claim if you had made one.

This benefit is on top of the amount stated in your policy *schedule*.

Travel and accommodation costs – we'll help you get home

After an *accident*, your *boat* may be so damaged that it cannot be used. If we accept a claim for *accidental* loss or damage to your *boat*, we'll also pay reasonable accommodation and travel costs you incur.

We'll cover accommodation and travel costs for you, your crew and passengers, and your pets to get to your usual place of residence, or to the mooring, marina or *boat* ramp where your journey started.

We'll pay up to \$2,000 under this benefit for any one event.

Optional benefits

You can pay to add the following optional benefits to your cover:

- *Fishing or diving equipment*
- Floating dry dock or air berth
- Racing risks

Your policy *schedule* shows which optional benefits you have, and the limit and excess that apply for each. These excesses replace the standard excess.

Fishing or diving equipment – extend your cover

If you buy the '*Fishing or diving equipment*' benefit we'll cover *fishing and diving equipment* while aboard your *boat*.

If your *boat* is moored or anchored and you are not on board, *fishing and diving equipment* won't be covered for *theft* unless it's within a securely locked cabin or locker.

If your *boat* is ashore, *fishing and diving equipment* won't be covered for *theft* unless it's within a securely locked cabin or locker, or the *boat* is in a secure and locked building.

We'll pay up to the *market value* of your *fishing and diving equipment* for each event, to the amount shown on your policy *schedule*. We'll pay up to \$500 for each individual item of *fishing or diving equipment*, unless a higher amount is shown on your policy *schedule* for an individual item.

We'll deduct the excess for the '*Fishing or diving equipment*' benefit, shown on your policy *schedule*, from any claim.

Floating dry dock or air berth – extend your cover

If you buy the '*Floating dry dock or air berth*' benefit, we'll cover you for *accidental* loss or damage to your floating dry dock or air berth when used with your *boat*.

We'll pay up to the current *market value* of your floating dry dock or air berth at the time of loss or damage. Your cover is limited to the sum insured shown on your policy *schedule*.

We'll deduct the excess shown on your policy *schedule* for the '*Floating dry dock or air berth*' benefit from any claim.

We won't pay for damage:

- to your floating dry dock or air berth where the damage is limited solely to scratching
- where your *boat* and your floating dry dock or air berth are not compatible and the damage is attributable to this.

We won't pay for an alternative floating dry dock or air berth, or other storage charges, while your floating dry dock or air berth cannot be used.

Racing risks – competitive yacht racing cover for sailboats

If you buy the 'Racing risks' benefit you have the following cover for *competitive yacht racing*.

We'll pay the cost of repairing or replacing your sails, masts, spars, booms, spinnaker poles, and standing or running rigging if you are racing, or preparing to race, your sailboat and it suffers *accidental* loss or damage.

We'll deduct the Racing Risks excess, shown on your policy *schedule*, from any claim.

Exclusions – things we don't cover

This policy doesn't cover everything. This section explains the exclusions.

Alcohol or drugs

We won't cover loss, damage or legal liability if anyone affected by alcohol or drugs is controlling your *boat*.

We won't cover or cover loss, damage or legal liability when any person driving a *vehicle* towing your *boat*:

- has a blood alcohol or breath alcohol concentration over the legal limit
- is affected by alcohol or drugs
- refuses to take or fails a breath or blood test, a compulsory impairment test or an oral fluid test.

Boat unattended at anchor

We won't cover loss, damage or legal liability arising from your *boat* being left unattended at anchor for more than 24 consecutive hours, when it's not on its usual mooring or berth.

Borrowed property

We will not cover damage to, or legal liability for other people's property in your custody.

Breach of, invalid or incorrect driver licence

We won't cover any loss, damage or liability where the driver of a *vehicle* towing your *boat* at the time of the *accident*:

- is breaching the conditions of their driver licence
- doesn't hold a valid driver licence
- doesn't hold a driver licence appropriate to the class of *vehicle* being driven.

Breakdown

We won't cover any loss or damage caused by any mechanical or electrical *breakdown* within a system. A system is made from parts and components that combine together to work for a specific purpose. Systems include any engine or transmission system, and any other mechanical, electrical, electronic or alarm system.

Mechanical or electrical *breakdown* is any part or component within a system failing, breaking, or failing to operate. The *breakdown* includes any damage the failure causes to other parts or components within that system.

This exclusion does not apply to any loss or damage the *breakdown* causes to any other system of your *boat*. Refer to 'Emergency towage costs while afloat' for details on towage.

For example,

- the engine and the transmission gearbox are separate systems. If a component in one system fails, only the resulting damage to the other system is covered. So if your engine seizes and damages your gearbox, we'd pay for damage to your gearbox but not your seized engine. And vice-versa.
- You may be using your sailing *boat* and have an outboard motor to help you manoeuvre. Your outboard motor starter fails as you approach a jetty. You collide with the jetty, damaging the hull of the *boat* so the glass fibre needs a small repair. In this situation we won't pay to repair the outboard motor, but we will pay to repair the *boat*'s hull.

This exclusion won't apply if the *breakdown* is caused by:

- fire, explosion, or lightning
- colliding with another *boat* or object (other than water)
- a malicious act by *others*
- *theft*.

Commercial use

We won't cover loss, damage or legal liability if your *boat* is let out on hire, or chartered with a paid master or crew, or is used for anything other than private use. Any commercial use of your *boat* while you insure it with us means you are not insured throughout the *period of insurance*, even for your private use.

This exclusion does not apply to volunteer marine rescue, other volunteer or charity work, or entertaining co-workers, when not done for profit.

Communicable diseases

We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following:

1. communicable disease
2. the actual, or perceived, fear or threat of communicable disease
3. actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion doesn't otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or event contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things:

- any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
 - virus
 - bacterium
 - parasite
 - other organism
 - any variation of any of the above, whether living or not.
- any Infectious Disease or Quarantineable Disease as defined in or declared under the Health Act 1956.

Consequential loss

We won't cover any:

- consequential loss arising from a claimable event under this policy
- loss of use while your *boat* is damaged, being repaired or being replaced
- depreciation of value after repair.

Costs covered by ACC

We won't cover you for amounts that can be recovered under ACC, or money that ACC doesn't pay due to:

- a failure to correctly notify a claim to the ACC within the time required under the ACC Act
- a failure to claim any entitlement under the ACC Act for any other reason
- ACC declining a claim or limiting its liability.

Criminal or reckless activity

We won't cover any loss, damage, cost, or liability in any way connected with:

- criminal activity involving anything this policy covers, unless you prove that you didn't have reason to suspect that criminal activity was happening
- any deliberate, intentional, knowing, wilful or reckless act, or failure to act, whether criminal or otherwise, committed by you, or anyone this policy covers.

Cyber acts and incidents

We won't cover any loss, damage, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a loss covered by this policy causes a *cyber incident*.

However, if there's resulting loss to your *boat* caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

Damage to jet-boats, amphibious boats and personal watercraft (jet ski)

We won't cover:

- denting or scratching to your *jet-boat*, *amphibious boat* or *personal watercraft* caused by being in waters that are not navigable by propeller-driven craft
- loss or damage caused by dirt or debris entering or leaving the jet unit or motor of your *jet-boat*, *amphibious boat* or *personal watercraft*
- loss or damage caused by the motors or electrical equipment of your *jet-boat*, *personal watercraft* or *amphibious boat* ingesting water
- loss, damage, or legal liability caused by driving your *amphibious boat* under its own power on land, or any legal liability incurred by this. Otherwise, while your *amphibious boat* is ashore, this policy will cover it as if it's a *trailer craft*.

Data

We won't cover any loss, damage, liability, cost or expense of any kind in any way connected to:

- *data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted or misappropriated
- errors in creating, amending, entering, deleting or using *data*
- total or partial inability or failure to receive, send, access or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.

Dents, chips and scratches

We won't cover denting, chipping or scratching of your *boat* unless they are caused by:

- your *boat* being accidentally stranded
- your *boat* colliding with another *boat* or external object other than water.

Faults or errors in design or construction

We won't cover:

- loss or damage resulting from a fault or error in design or construction
- loss or costs incurred solely to fix a fault or error in design or construction
- extra cost arising from improvements or altering design or construction
- any cost of replacing or repairing any part that was condemned as a result of a fault or error in design or construction.

Fines, penalties, and legal defence costs

We won't cover any fines or penalties awarded against you.

We won't pay your legal defence costs and any other expenses, or costs of attending court proceedings, relating to an offence or where your legal liability is to pay *reparation*. However, we will pay when the 'Legal defence costs' benefit allows it, or we gave written consent beforehand.

Fishing or diving equipment

We won't cover loss or damage to *fishing or diving equipment* unless you have the '*Fishing or diving equipment*' optional benefit.

Gradual processes or wear and tear

We won't cover:

- loss or damage caused by marine organisms, sunlight, electrolysis, osmosis, dampness, water gradually leaking into your *boat*, normal wetting or weathering
- loss or damage caused by any gradually operating process that results in deterioration, delamination, corrosion, rust, rot, or mould
- loss or damage caused by wear and tear, or lack of maintenance, and any resulting damage your *boat* suffers, if it's reasonable to attribute it to poor maintenance.

Illegal substances and drugs

We won't cover any loss, damage or liability connected to the use, consumption, storage or making of any illegal substance or drug (including methamphetamine) or chemicals and materials used in any of these activities. We won't cover the testing, decontamination or repair of your *boat* in these circumstances.

This exclusion won't apply if the loss or damage is caused by anyone breaking into or entering your *boat* without your permission.

International voyages and geographical limits

We won't cover any loss, damage or legal liability that occurs beyond 200 nautical miles from New Zealand's North or South Islands.

We also won't cover any loss, damage or legal liability that occurs within 200 nautical miles from New Zealand's North Island or South Islands, from the time you have cleared NZ Customs to start an *international voyage* to the time you clear NZ Customs on your return, which is in any way connected to:

- gear failure
- crew inexperience
- fatigue or sickness
- navigational error.

This exclusion does not apply if we've reached a written agreement with you before the *international voyage* starts.

Legal liability in certain circumstances

We won't cover your legal liability:

- arising from carrying or transmitting any disease, bacteria, virus, spore or any plant or animal.
- arising from any fire you lit intentionally that did not comply with the Fire and Emergency Act 2017 or any other relevant statutory or local body requirements
- incurred in any *accident* in any way connected to you owning, possessing or controlling any *vehicle*, or someone controlling it on your behalf
- under any contract or agreement unless such liability would have applied even without the contract or agreement
- if you or any person or organisation this policy applies to has legal liability cover under any other policy.

Living aboard your boat

We won't cover any loss or damage connected to anyone living aboard your *boat* or using it as a primary residence, unless we've agreed in writing to give cover for this use.

Nuclear activity

We won't cover loss, damage, or liability in any way connected with nuclear weapons, ionising radiation, contamination by radioactivity from nuclear fuel, or its waste.

Racing, testing or trialling

Competitive yacht racing

If you have a sailboat and you're preparing for a *competitive yacht race*, or taking part in one, we won't cover loss or damage to sails, masts, spars, booms, spinnaker poles, and standing or running rigging.

This exclusion does not apply if:

- the 'Racing risks' optional benefit is included in your cover
- the loss or damage is caused by your *boat* being stranded, sunk, burnt or on fire, or colliding with another *boat* or external object (other than water).

Power boats

If your *boat* is mainly powered by motor, we won't cover any damage or loss while taking part or being prepared for any type of race, speed testing or trialling, reliability or time trial or similar activity. Speed testing or trialling means your *boat* is being operated to determine or improve its speed or improve its performance.

Some types of theft or disappearance

We won't cover:

- the unexplained disappearance of your *boat* or *boat's gear, fishing or diving equipment, personal effects*, or any other property from your *boat*, if you don't report it as stolen to the New Zealand Police within a reasonable period
- *theft* of outboard motors under 25hp that are not securely locked to your *boat*, stored in a securely locked part of your *boat*, or stored in a securely locked building
- *theft* of your *personal watercraft* while it's not on its *trailer*, if its ignition key or similar device hasn't been decoupled.

Terrorism

We won't cover loss, damage, or liability that's in any way connected with any act of terrorism. This includes any act of terrorism that's in any way connected to pollution, contamination, or explosions that are:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act that:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

Unseaworthy boat or unroadworthy trailer

We won't cover loss, damage or legal liability:

- where the towing *vehicle* or the *trailer* carrying your *boat* on a *road* doesn't meet warrant of fitness or minimum braking standards required by law
- caused by your *boat* being unseaworthy.

Unsuitable moorings or berths

We won't cover loss, damage or legal liability arising from your *boat* being on a mooring or berth that:

- isn't suitable for its size and type
- hasn't been serviced as appropriate
- doesn't meet the minimum specifications or inspection requirements set by a port, harbourmaster, local council or other legally competent authority.

War

We won't cover loss, damage, or liability in any way connected with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- civil commotion assuming proportions of or amounting to an uprising
- military uprising
- popular uprising
- rebellion
- revolution
- insurrection
- military or usurped power.

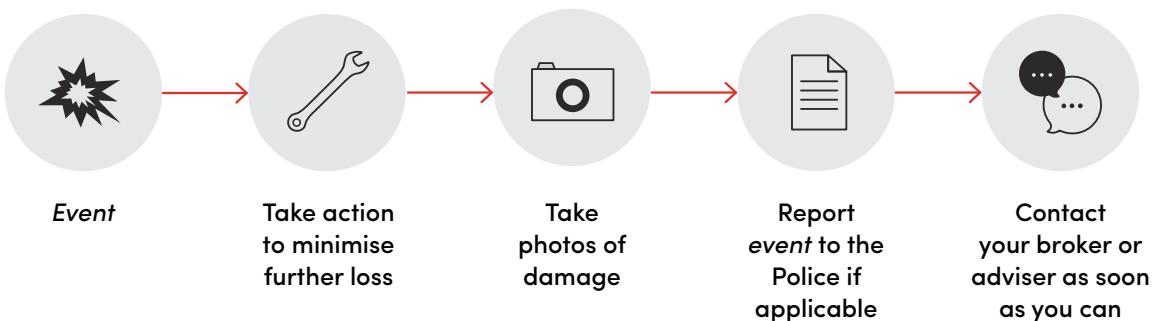
How to make a claim and what happens next

If you need to make a claim, or have a question about a claim, contact your broker or adviser. You can also contact us at the Vero Claims Centre on 09 363 2600 or 0508 856 856, Monday to Friday 8.30am – 5.00pm. We can also be contacted at claims@veromarine.co.nz.

How to make a claim

If something happens that could cause you to claim under this policy, you must tell us or your broker or adviser as soon as possible. You must also:

- do whatever is reasonable to minimise the loss
- take photographs of the damage in case you need to show them to us later
- as soon as possible, send us any communications you receive related to an event which may give rise to a claim
- allow us to inspect any damage
- get our consent before doing repairs
- provide any information or help we request, such as proof of value and ownership. Proof might include receipts, bank or credit card statements, valuations, photographs and sale and purchase agreements
- report it to the Police if applicable, and note their reference number
- at your cost, cooperate with our assessors, investigators, lawyers, and anyone else helping us. These costs could include meeting with them.



Claim responsibilities

If you don't fulfill the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay or decline your claim
- require you to pay back to us anything we've paid for the claim.

When we settle a claim

We may direct disposal or salvaging of your boat

When we've accepted your claim, we may direct disposal or salvaging of your boat. Unless we've accepted you abandoning the boat to us, you remain the owner and you are still legally liable for your property.

We'll act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

We'll share and collect information about your claim

You allow us to share information with *others* about any claim you make under this policy.

You also allow us to get information from *others* that's relevant to any claim you make under this policy.

What you must do to help us settle your claim

Obtain our permission before you incur expenses or negotiate claims

You must get our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

Complete documents agreeing settlement

Before we settle your claim, you must complete documents accepting our settlement for your claim.

What we'll pay you

We'll calculate your payment based on the amount of loss, *agreed value* or *market value*, any limits on the benefits that apply, and any excesses that apply.

Some benefits have limits on how much we'll pay. And if repairs or replacements mean the value or condition of your *boat* and other equipment is better than before the *accident*, you may need to contribute to the cost of repairs.

For more detail about what we'll pay in different situations, see 'Your cover in detail'.

You'll have to pay an excess

The excess is the amount you must pay towards the cost of any claim. The excess forms the first part of any loss you're claiming for.

We'll take the excess away from the amount of your claim, not from any policy limit.

If loss arises from multiple incidents, occasions, or events, the excess (or each relevant excess) applies to each incident, occasion, or event that causes loss. If more than one *boat* insured under this policy is damaged, the excess applies to each *boat*.

Different types of excess can apply

More than one type of excess could apply – the specific circumstances of your claim will determine the total value of the excess you need to pay. If more than one excess applies, they'll apply cumulatively – they'll be added together to reach the total excess. Any amount shown on your policy schedule or described in this policy wording as an excess could apply, this could also include imposed or voluntary excesses.

If we agree your *boat* is a *total loss* or *constructive total loss*, we'll only deduct an excess if the loss or damage has arisen from actual or attempted *burglary* or *theft*.

An additional excess of \$2,500 is payable if your *trailer craft* or *trailer* is stolen when left unattended and unsecured, unless the *trailer craft* or *trailer* is in a fully enclosed and secured building. See the 'Care of your boat, trailer and mooring' section.

You pay the excess in one of two ways

When you make a claim, we'll handle the *excess* in one of two ways:

- we'll ask you to pay the *excess* — either to us, or to the repairer directly
- we'll subtract the *excess* from the money we pay you when we pay your claim.

Your responsibilities

This section outlines the responsibilities you must meet.

Information given to us must be correct

Your proposal, application, or declaration form is the basis of this contract.

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration – whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. We will also cancel the policy at this point without any refund of any unused *premium*.

You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy,
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or avoid the policy. This may affect your ability to obtain insurance in the future.

Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Some examples of when you might need to do this are when you:

- make any modifications to the manufacturer's standard specifications
- make structural changes to your *boat*
- modify your *boat's* performance, speed or stability
- change where you keep your *boat*.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, reduce any claim payment, or avoid the policy.

If you're paid *reparation*, you may need to pay it to us

If anyone covered by this policy is paid *reparation* for loss to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we've made, up to the amount of the *reparation* received.

Policy conditions and other important information

How your policy can be cancelled

You can cancel your policy

You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel it within 30 days if you change your mind. We'll refund all the *premium* you've paid if you haven't made a claim.

You can cancel after the cooling-off period

You can cancel your policy in writing at any time after the 30-day cooling-off period.

If you haven't made a claim, we'll refund any *premium* you've already paid for insurance cover after the cancellation date.

We can cancel your policy

We can write to you to cancel your policy

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your insurance broker or adviser.

Your policy will be cancelled from 4.00pm on the 7th day after we send the letter. We'll refund any *premium* you've already paid us for cover after the effective date of the cancellation.

We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We will not refund any *premium* you've already paid for cover after the cancellation date.

If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You'll have to pay back any claim payments we've made to you, and we'll refund you any *premium* you've paid to us.

This might mean you find it difficult to get other insurance in the future.

We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured by this policy has breached any of these terms or conditions, we can refuse a claim, or reduce the payment.

However, nothing in this policy wording affects our rights or yours under common law, including our right to *avoid* this policy for not making full disclosure in accordance with your duty of disclosure.

This policy can cover multiple parties as joint insureds

This policy is a joint policy if your policy *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each insured person as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all insured people from claiming under this policy.

We only pay once if more than one policy or benefit could apply

We'll only pay once under one of your policies for the same loss or liability. This is the case even if more than one policy or the same benefit under more than one policy could apply.

Assigning or transferring your policy to someone else

You must not assign this policy, or your interest in it, to any other person or party without our written permission. For example, if you sell your *boat* you cannot transfer this policy to the buyer.

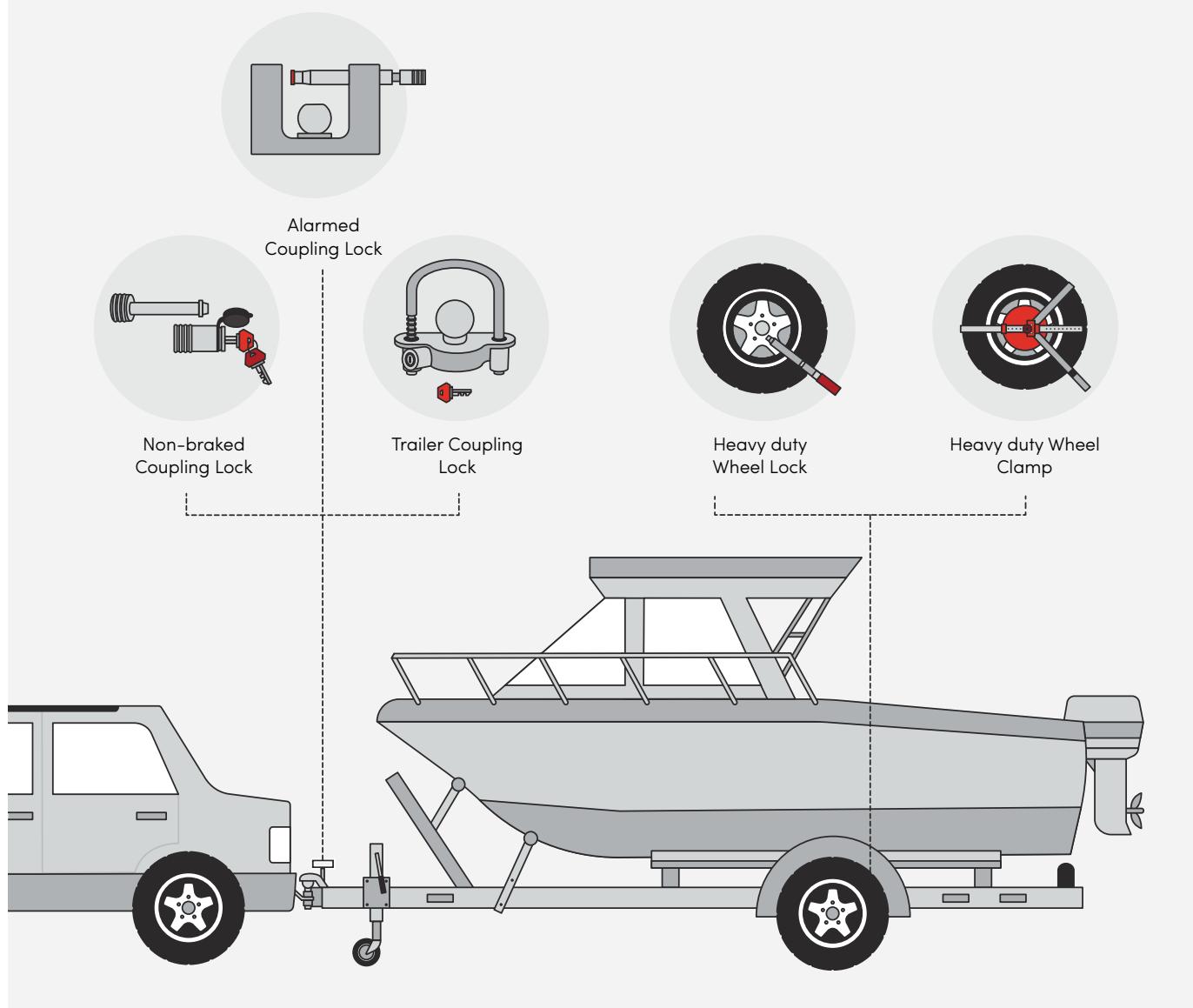
Care of your boat, trailer and mooring

You must take all reasonable steps to prevent loss or damage to your *boat*, *trailer* and mooring and maintain them in good condition. These steps will be at your cost or expense. Your *boat* must be seaworthy, and your *trailer* must be roadworthy and fit for purpose.

We won't accept a claim for loss or damage, and any resulting damage, caused by wear and tear. We won't accept a claim for loss or damage, and any resulting damage, if it's reasonable to attribute it to poor maintenance.

You must secure your *trailer craft* and *trailer* with a *recognised security device* when unattended, unless kept in a fully enclosed and secured building. If your *trailer craft* or *trailer* isn't secured, a further \$2,500 excess applies for claims involving its *theft*.

Recognised security devices



Being reckless or negligent in the care of your boat, trailer or mooring

We won't cover loss, damage, or legal liability in the event that you are reckless or grossly negligent. Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the loss happened.

Our right to examine your boat and trailer

We have the right to examine your *boat* and *trailer* if you ask to amend your insurance with us. We can also examine it:

- during a *period of insurance*
- after a *period of insurance* has finished if you have an outstanding claim.

Moving your boat

We'll only pay costs caused by moving your *boat* if we've agreed to it beforehand.

If your boat is financed

If your *boat* is secured under any kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy.

Where required, we'll share personal information about you with any party that holds a financial interest.

We don't cover parties with a financial interest under this policy, and those parties can't make claims.

New Zealand law applies to this policy

This policy is governed by New Zealand law and New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

When this policy mentions an *Act* of New Zealand Parliament, this includes any substitution, amendment, or replacement of the *Act*. It includes the regulations under the *Act*.

We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us to put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

Definitions

Definitions explain words frequently used in the policy. Defined words are shown in italics.

ACC

The Accident Compensation Act 2001, or the Accident Compensation Commission.

Accident, accidental, and accidentally

A sudden and unforeseen event causing physical loss, damage, or *bodily injury* that a reasonable *boat owner* wouldn't intend or expect.

Act

Any Act of the New Zealand Parliament in force when the *period of insurance* starts, or any law that comes into force during it. It includes any future modification, re-enactment, or substitution of that *Act* by legislation. Any reference to *Act* also includes any regulation, order-in-council, or other instrument issued, made, or enabled under that legislation.

Agreed value

The value of your *boat* that we agreed with you when insuring it, or at any renewal. This value includes Goods and Services Tax.

Amphibious vehicle or amphibious boat

A *vehicle* or *boat* that can navigate on water, as well as moving under its own power on land. It uses wheels, powered air cushions or tracks to move on land. *Hovercraft* are not included under this definition and cannot be insured under this policy.

Anywhere in New Zealand

The location of your *boat* while ashore in New Zealand or afloat on all inland and coastal waters, anywhere within 200 nautical miles of the North and South Islands.

Avoid (a policy)

We'll treat your policy as though it never existed in accordance with the legal principles which govern the duty of disclosure and its remedies.

Boat

A *personal watercraft*, *moored craft*, an *amphibious vehicle*, an *amphibious boat*, or the hull of a *trailer craft*, used privately. It includes any fixtures, fittings and equipment normally sold with a *boat*, such as *dinghies*, sails, masts, spars, rigging, machinery and motors (inboard and outboard), anchors, chains, shackles, ropes and warp, fish finders, depth sounders, other navigational aids, marine radios, and *trailers*. A *boat* does not include *hovercraft*.

Boat's gear

Equipment that has a specific marine use on board. *Boat's gear* is normally kept permanently on board the *boat* but not permanently attached. *Boat's gear* includes binoculars, first aid kits and life jackets. It also includes wet weather gear such as footwear, flares, tools, and portable fire extinguishers. *Boat's gear* doesn't include items that are insured under any household contents insurance.

Bodily injury

- physical injury (including death)
- illness, disability
- disease
- shock
- fright
- mental distress or mental injury.

Breakdown

Any part or component within a system failing, breaking, or failing to operate. The *breakdown* includes any damage the failure causes to other parts or components within that system.

Burglary

Theft following violent and forced entry or exit to a *boat* or building. The *theft* must be reported to the New Zealand Police.

Competitive yacht racing

Entering your *boat* and participating in an organised competition, regatta, or other race event. Your *boat* is not *competitive yacht racing* when participating in *social yacht racing*.

Constructive total loss

Loss where your *boat* is a complete loss, but not physically destroyed. Your *boat* can be a *constructive total loss* when:

- the cost of saving or repairing it is more than its insured value in your policy *schedule*
- there has been *accidental* loss or damage to your *boat*, and it was reasonable for you to abandon it.

Computer system

Computer system means any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including *data processing equipment*
- server, cloud or microcontroller equipment
- any similar system, input, output, data storage device, networking equipment or back up facility.

Cyber act

Cyber act means one or more unauthorized, malicious or criminal acts, involving accessing, processing, using or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

Cyber incident

Cyber incident means either of the following:

- Any error, omission or series of related errors or omissions involving accessing, processing, using or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using or operating any *computer system*.

Damages

Money you have to pay because of a judgment against you, or a settlement we negotiate. Damages can include the other party's costs, and interest.

Damages doesn't include:

- punitive or exemplary damages
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

Data

Data means any kind of information, including facts, concepts or code.

In this definition, we mean information that is converted, recorded or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

Dinghy

A small auxiliary craft designed as a tender, that is rowed, sailed, or driven by a motor, and is towed or carried by your *boat*. The definition of *dinghy* doesn't include *personal watercraft*.

EPIRB

Emergency position-indicating radio beacon.

Event

A specific incident that occurs at one place and one time. An *event* may or may not give rise to a payable claim.

Excess

The amount you must pay towards the cost of any claim.

Fishing or diving equipment

Your:

- rods
- reels
- lures
- tackle box
- scallop dredge
- spear fishing gear
- dive gear.

This gear must be used for recreation, kept on board your *moored craft*, and stated in your policy *schedule*.

Hovercraft

A powered aircushion *vehicle*, which is fully or partially supported by air reacting against the surface it operates on. *Hovercraft* cannot be insured under this Pleasurecraft policy.

International voyage

Any voyage which involves voyaging beyond 200 nautical miles from New Zealand's North Island or South Islands.

Market value

The reasonable sale value of your *boat* or *boat's gear*, and other items noted on your policy *schedule*, immediately before the loss or damage. This value will include Goods and Services Tax.

We'll pay you this amount if the entire *boat* is a *total loss* or *constructive total loss*, unless we've agreed to insure your *boat* for an *agreed value*.

Moored craft

A *boat* that is secured permanently or semi-permanently at a marina berth, wharf, jetty, pile, swing or mud mooring when not in use. You can keep a *moored craft* on a hard stand within a marina facility or yacht club.

Others

Third parties – anyone apart from you or us.

Period of insurance

A continuous period during which your *boat* is insured with us. This period is most often one year.

Personal effects

Items that are often taken to and from *boats* and not insured under any household contents policy.

Personal effects include items such as water skis and inflated tows, bedding, plates, cutlery, cooking utensils, compact discs, food and drink, chilly bins, beach gear and towels.

Boat's gear, fishing or diving equipment are not *personal effects*. *Personal effects* specifically do not include: antiques, artwork, bicycles, jewellery, money, any valuable papers and documents, car keys, mobile phones, laptops, personal electronics, photographic equipment, sunglasses, or property used for professional or business purposes.

Personal watercraft

Commonly known as a jet-ski – a recreational watercraft powered by an inboard motor incorporating a water-jet pump and normally ridden by straddling a seat. This definition also includes the watercraft's *trailer*.

Premium

The amount you need to pay us to ensure cover commences and remains in force. This includes the first *premium* and any subsequent *premium*, and includes any government levies and taxes.

Recognised security device

A device attached to your *boat*, *trailer*, or *personal watercraft*, designed to deter and prevent *theft*. It includes *trailer locks*, *security cables*, *wheel clamps*, and *tow bar locks*. See image in the 'Care of your *boat*, *trailer* and mooring' section.

Reparation

An amount a New Zealand court orders you to pay to the victim of an offence under section 32 of the Sentencing Amendment Act 2014.

Reparation doesn't include:

- reparation resulting from an offence under the Health and Safety at Work Act 2015
- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes, or any other payment that is unlawful to insure against
- your legal defence costs or expenses relating to an offence.

Road

Any type of *road* as defined in the Land Transport Act 1998. For example, this includes a beach.

Schedule

The policy schedule, policy change, endorsement, expiry notice, or renewal notice that we most recently issued to you or your insurance adviser.

Social yacht racing

Social yacht racing is any yacht racing which:

- doesn't include the use of spinnakers or extras
- doesn't go for more than 50 nautical miles, measured along the course's most direct route.

Theft

The act or crime of stealing, reported to the New Zealand Police.

Trailer craft

A *boat* that, when not in use, is usually removed from the water and trailered. It can also be kept in a secure building or hard stand area of a secured facility.

Trailer

A wheeled cradle or structure designed for, or suitable for, transporting your *boat* or *personal watercraft* on land.

Total loss

Loss where your *boat* has been completely lost or destroyed.

Vehicle

A mechanically propelled *vehicle* registered under the Land Transport Act 1998.

Vero Marine Claims

claims@veromarine.co.nz

0508 856 856 – Monday to Friday

0800 800 134 – After hours

Emergency assistance – Sedgwick 0800 800 270

VMPLS 08/22

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