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MARINESKIPPERSINSURANCE.COM.AU



**MARINE SKIPPERS LIABILITY INSURANCE**

**INTERNATIONAL DELIVERY**

**SINGLE VOYAGE POLICY**

# PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING



MARINESKIPPERSINSURANCE.COM.AU

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SECTION A

# PRODUCT DISCLOSURE STATEMENT

## What does the Marine Skippers Liability Insurance Policy cover?

The Marine Skippers Liability Insurance policy covers the skipper (delivery or commercial) for legal liabilities to third parties arising out of an accident whilst they are skippering a nominated yacht that they do not own within defined geographical limits during a single voyage.

## How can we help?

Marine Skippers Insurance is here to help and answer any questions you may have:

If you enquired through a broker and not directly to Marine Skippers Insurance, please contact your broker.

### Otherwise:

**Phone:** 02 7205 1502

**Email:** [ahoy@skippersinsurance.com.au](mailto:ahoy@skippersinsurance.com.au)

**Postal Address:** PO Box 6, Caringbah NSW 1496

## About Marine Skippers Insurance

Marine Skippers Insurance Pty Ltd (CAR 1252612) is a  
Authorised Representative of Community Broker  
Network Pty Ltd ABN 60 096 916 184 | AFSL No.  
233750





## About your Insurer

Marine Skippers Insurance Pty Ltd is a general insurance broker that acts on your behalf in the placement of Marine Skippers Liability Insurance with insurers.

Marine Skippers Insurance arranges your insurance through Certain Underwriters at Lloyd's of London. In this document Marine Skippers Insurance is referred to as "Insurer" "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 Endorsements and Conditions issued.

## Understand Your Duty of Disclosure

You must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until.

**We** issue **You** with a Policy for the first time or agree to renew, extend, vary/change, or reinstate **Your** policy.

**You** must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A misrepresentation is an answer that is false, misleading, inaccurate, incomplete or dishonest.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined with regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker and **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your** Policy.

If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may also treat **Your** Policy as if it never existed.

## Significant Benefits and Features and Important and Unusual Exclusions and Limitations

Cover	Description	Important and unusual exclusions and limitations
<b>Your liability to third parties for personal injury, illness, death or damage to property (section 1)</b>	You are covered for claims for damages which you are legally liable to pay to a third party for personal injury, illness, death or damage to property arising out of an accident during the insured voyage and during your use as skipper of a nominated yacht that is not owned by you.	<p>You are not covered if you own the nominated yacht.</p> <p><i>The geographical limits set out in the Schedule are specific geographic restrictions on cover imposed by the policy stating where the accident arising out of the use of the insured yacht and tenders, water sport and diving equipment used in connection with the used yacht is to occur for a claim to be covered. In the case of international voyages approved by us, the accident must occur during the insured voyage specified in the Schedule</i></p> <p>The limit of liability under the policy is AUD5 million (policy schedule)</p> <p>You are not covered if you do not possess necessary licence (section 4.1.a),</p> <p>Your own property is not covered (section 4.4)</p> <p>You are not covered for contractually acquired liability (section 4.5)</p> <p>You are not covered for fines or penalties (section 4.6)</p> <p>You are not covered where you have deliberately caused the third party's loss, damage, injury or death (section 4.8)</p> <p>You are not covered if liability arises from the use of the yacht for any illegal activity or purpose (section 4.9)</p>
	This cover includes legal liability arising out of the use of tenders, water sport and diving equipment used in connection with the yacht	<p>You are not covered if you are participating in or training for motorboat and sailboat races (section 4.1.b) or are using commercial fishing vessels except game fishing vessels (section 4.2), or you are an unlicensed diving operator or the person using the equipment is not licenced, unless during training or a lesson (section 4.3),</p>
	This cover includes legal liability arising from towing of water skiers and parasailers	
	This cover includes legal liability for the direct or indirect consequences of water pollution, including liability for legal costs and expenses	You are not covered for water pollution if it arises from your deliberate or reckless act or omission or committed with your consent, approval or knowledge or due to intentional contravention of water protection laws
<b>Your costs and expenses for reducing or avoiding claims (section 3)</b>	This cover includes your costs and expenses for reducing or avoiding claims in addition to the sums insured	If claim asserted under US or Canadian law, costs count towards payment of sum insured.
<b>Security deposit if yacht arrested (section 4)</b>	If yacht is arrested to secure liability claim covered by this policy, we will provide security deposit	Maximum limit of AUD\$150,000.00 for security
<b>Your liability for claims by the charter operator or owner of yacht for loss of charter revenue as a result of damage to the yacht (section 5)</b>	The cover for charter revenue applies to pre-booked charter contracts where deposit has already been paid prior to loss	Maximum limit of AUD\$30,000.00 and only where it is not possible to transfer the charter to another yacht and repairs will take more than 3 days

## Applying for Cover



**To apply for this insurance you must complete the online enquiry form on the Marine Skippers Insurance website. 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 it is agreed to provide insurance cover, we will issue you with a Certificate Schedule which sets out important information:

- **Period of Insurance**

This will be shown on your Certificate. 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, G.S.T. or other governmental tax or levy that may be applicable. A broker fee if charged will be shown here. Premium must be paid prior to commencement of the Period of Insurance or via the acceptance of a monthly premium funding loan contract. 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 class and limit of 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.

## Receiving Documents and Renewal Notice Electronically



We will provide all documentation electronically (by email or online) unless you specifically request hard copies of documentation (by post). This will include this PDS which clearly sets out the understanding of receiving electronic documentation prior to you making a decision to apply for this insurance. Other documents such as the Certificate Schedule,

Endorsements, Renewal Notice or Renewal Schedules will be sent to you electronically (by email). Any documents or notice (including renewal notice) sent to you by email will be considered to have been received by you 24 hours from the time we sent them to your email address and it is your responsibility to inform us as soon as possible of any changes to the email address (and/or mailing address, where applicable).

## Important Notice

It is a requirement of delivery skippers hold an applicable state or territorial licence if the vessel is capable of 10 knots (nautical miles per hour) or more under mechanical power. It is a requirement when declared when applying for this insurance that commercial skippers hold the applicable certificates of competency, ratings, endorsements and clearly defined restrictions for cover to be valid.

## 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 New South Wales.

## Jurisdiction

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





## Protecting your Privacy

We are committed to preserving your privacy and personal information. We collect personal information from or about you for our business activities, including to assess your application for insurance, to administer your policy and any claims made by you, and to send you information about products and services that may be of interest to you.

Personal information may be obtained about you from other people or organisations. If you do not provide, or authorise us to collect, your personal information, we may not be able to offer you our services. We may disclose your personal information for the purposes for which it was collected, including to the Insurer and our third-party service providers who may be based overseas.

For further information on how we collect, use and disclose personal information, how to access or correct your personal information held by us, or how to make a complaint, please contact us or you may view our Privacy Policy at [www.cbnet.com.au/privacy/](http://www.cbnet.com.au/privacy/).

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you.

Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of our marketing campaigns, You can contact our customer relations team on **02 7205 1502** or email [ahoy@skippersinsurance.com.au](mailto:ahoy@skippersinsurance.com.au).

We collect your personal information (which may include sensitive information) at various points including but not limited to when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. Personal information is usually obtained directly from you but sometimes via a third party such as an insurance intermediary or your employer (e.g., in the case of a group insurance policy). Please refer to our privacy policy for further details.

When information is provided to Us via a third party, we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way. We take reasonable steps to ensure that you have been made aware of how we handle your personal information.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, we may need to transfer your personal information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, third parties with whom we have sub-contracted to provide a specific service for us, which may be located outside of Australia.

Where access to our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc.) we may also share your information with that third party. In the circumstances where we disclose personal information to third parties, we take steps to protect personal information against unauthorised disclosure, misuse or loss. In dealing with us, you agree to us using and disclosing your personal information as set out in this Privacy Statement and our Privacy Policy. This consent remains valid unless you tell us otherwise.



## Cooling off Period

You have the right to return the policy to us within 14 days of the date that the cover is inceptioned, 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.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au). The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marine Skippers Insurance Pty Ltd. in the first instance:

<b>Phone:</b>	<b>02 7205 1502</b>
<b>Email:</b>	<b><a href="mailto:ahoy@skippersinsurance.com.au">ahoy@skippersinsurance.com.au</a></b>
<b>Postal Address:</b>	<b>PO Box 6, Caringbah NSW 1496</b>

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days. If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will

determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

**Lloyd's Australia Limited**  
**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
**Telephone:** (02) 8298 0783  
**Post:** Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 45 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 45 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

**Telephone:** 1800 931 678  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Post:** GPO Box 3 Melbourne VIC 3001  
**Website:** [www.afca.org.au](http://www.afca.org.au)

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SECTION B

# POLICY WORDING

## Definitions

*Certain words or phrases within this insurance have specific meanings as defined within this section. Wherever these words appear in bold within this insurance these meanings apply.*

<b>You / Your</b>	The person or company (people or companies) specified in the Schedule. Where you are a natural person, you the skipper, are the insured. Where the policy is taken out by a company, the skipper is the insured.
<b>Co-Insured</b>	The yacht's crew members are also treated as insured persons and are considered as Co-Insured under this insurance.
<b>We / Us / Our</b>	The insurers underwriting this insurance and specified in the Schedule.
<b>Third Party</b>	Any person other than you or us.
<b>This Insurance</b>	The Schedule, these Clauses and any Endorsement issued by us.



The terms and conditions of the contract(s) are set out in these Clauses, the Schedule and any Endorsements (together called "this insurance"). You should read the documents carefully in order to understand your rights and obligations under this insurance, the cover provided, the restrictions and exclusions that apply and the amounts which we will pay if you make a claim under this insurance.

In deciding whether to accept your proposal for insurance and on what terms, we have relied on the information you have given us. You must take care when answering any questions, we ask by ensuring that all information provided is accurate and complete. If you become aware that information you have given us is inaccurate, you must inform us.

Your attention is drawn to Section \*5.1 (Your Duty of Disclosure) and Section \*5.2 (Modifications and Change in Information).



## \*1 Cover

This insurance covers you and the co-insured person(s), up to the limit(s) specified in the Schedule for damages which you are legally liable to pay to a third party for personal injury, illness, death or damage to property arising out of an accident during the insured voyage and during your use as skipper of a nominated yacht that is not owned by you, subject to the terms, conditions and exclusions in this insurance. This insurance particularly includes legal liability arising out of the use of tenders, water sport and diving equipment used in connection with the used yacht, legal liability arising from the towing of water-skiers and parasailers, as well as legal liability for the direct or indirect consequences of water pollution. For the purposes of this insurance, water pollution is deemed to be an instance of sudden and accidental release or escape of oil, oily mixture, fuel, chemicals, waste materials or other pollutants, including liability for legal costs and expenses in connection therewith.

## \*2 Geographical Limits

The geographical limits set out in the Schedule are specific geographic restrictions on cover imposed by the policy stating where the accident arising out of the use of the insured yacht and tenders, water sport and diving equipment used in connection with the used yacht is to occur for a claim to be covered. In the case of international voyages approved by us, the accident must occur during the insured voyage specified in the Schedule

## \*3 Extent of Cover

1. Our obligations shall include evaluating the cause of liability, defending against unjustified claims and settling claims where damages have been determined by a legally enforceable court decision, or by a settlement agreement entered or approved by us or by an admission of liability given or approved by us.
2. We are authorised to settle and/or defend claims as defined in \*3.1 on behalf of You or Your co-insured person(s). If you or any co-insured person(s) prevent the settlement of a liability claim or dispute which we want to settle by means of acknowledgement, payment or compromise, we are not liable for any resulting additional liability, expenditure, interest or costs in connection with the claim, or dispute, that would have been avoided if the claim or dispute had been settled as we intended.
3. Our limit of liability for any one claim under the policy is the sum(s) insured, as noted in the Schedule. A series of claims arising out of one cause and time period is deemed to be one claim event. For claims that are not asserted under U.S. or Canadian law, our expenditure for costs, including costs and expenses for avoiding or reducing the claim, is payable in addition to the sum(s) insured. However, for all liability claims which are asserted under U.S. or Canadian law, irrespective of the place of jurisdiction, our expenditure for costs will count towards our payment of the sum(s) insured, even if these costs are incurred due to our instruction.
4. In the event that a yacht used by you is arrested as a result of a liability claim insured under this insurance, our obligation to provide indemnification also extends to the provision of an officially or judicially determined security deposit up to a maximum amount of AUD150,000.00.
5. This insurance covers liability claims against you or a co-insured person, by the charter operator or owner of a yacht skippered by you, for proven loss of charter revenue up to a maximum of AUD30,000.00 from affected follow-on charters that cannot be fulfilled as a result of damage caused to the used yacht by you or any co-insured person(s). This applies to charter contracts which are proven to have already been booked prior to the time of the loss and for which a deposit has already been paid prior to the time of the loss, insofar as transfer of the charter to another yacht is not possible and the repair time takes more than three days.

## \*4 Exclusions

**Excluded from the insurance are:**

1. This insurance does not cover liability claims if, at the time of the event giving rise to liability, the used yacht is
  - a. *operated by any person who does not possess the necessary license required by the relevant authorities,*
  - b. *participating in or training for motorboat and sailboat races of any kind whatsoever.*
2. This insurance does not cover commercial fishing vessels, but this exclusion does not apply to game-fishing vessels.
3. This insurance does not cover liability claims arising from the use of diving equipment, if the person using such equipment is not in possession of a license, except in circumstances where a lesson or training is being given to an unqualified person by you or any co-insured person and you or the co-insured person giving the lesson or training are a qualified and licensed diving instructor.
4. This insurance does not cover any claim for loss or damage to your own property, or any property belonging to any co-insured person(s) covered under this insurance. However, claims for legal liability that you or a co-insured person incur for personal injury to, or illness or death of the yacht's co-insured crew members are not excluded.
5. This insurance does not cover any claim for liability that you or your representative, or any co-insured person or their representative has assumed under any contract or agreement which increases the extent of liability that would ordinarily have existed in law (for example including but not limited to a contractual exclusion, limitation of liability or any waiver or limitation of your rights of recovery, or our subrogated rights of recovery), unless our prior agreement has been obtained in writing and is noted on the Schedule.
6. This insurance does not cover any fines, penalties and/or assessments by any authority and/or any punitive, multiple or exemplary damages of any nature whatsoever.
7. This insurance does not cover liability claims arising from water pollution as defined in \*1, if such water pollution is caused by the release, discharge, or escape of oil, oily mixture, fuel, chemicals, waste materials or other pollutants which arises directly or indirectly from your or any co-insured person's deliberate or reckless act or omission, or where committed with your or any co-insured person's consent, approval or knowledge, or is due to intentional contravention of water protection laws, regulations or official directives by you or any co-insured person(s).
8. This insurance does not cover liability claims where you or any co-insured person(s) covered under this insurance have deliberately caused the third party's loss, damage, illness, injury or death.
9. This insurance does not cover any liability arising from the operation or use of the yacht for any illegal activity or purpose, insofar as you can control the matter.
10. This insurance does not cover liability claims when either a marine Pleasurecraft or protection & indemnity (P&I) policy is not in place on the vessel under your control.

## **\*5 Conditions Precedent applicable to this insurance**

The following are conditions precedent to our liability to cover you. If you breach any of these conditions' precedent, we may refuse to pay your claim, reduce the amount payable or we may treat this insurance as though it never existed.

### **1. Your Duty of Disclosure:**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect 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.

What you do not need to tell us

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.

If the Vessel is not a pleasure craft as defined by the Insurance Contracts Act 1984(Cth), this insurance will be governed by the Marine Insurance Act 1909(Cth) and not the Insurance Contracts Act 1984(Cth) and all material non-disclosures will give rise to a right to treat the contract as if it never existed.

### **2. Modifications and Change in Information:**

You are required to notify us as soon as reasonably possible of any significant change in the information provided prior to the commencement of this insurance which may alter or increase the risk, whether in the s Proposal Form or in any other communication.

### **3. Your duties in the event of an incident which might be covered under this insurance:**

#### **3.1 Notification:**

- 3.1.1 Notify us in the first instance and without delay of every event which may give rise to a claim under this insurance by sending a completed Claim Form signed by you by mail, e-mail or telefax.
- 3.1.2 Immediately notify the relevant government authority (i.e. police or coastguard) of any incidence of fire, or if you believe a crime has been committed, or if you are required to do so by local practice or law and provide us with the incident reference number.

#### **3.2 How GST applies to any payments under your policy:**

For the purposes of this Section 3.2 - GST, input tax credit, Business Activity Statement and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Your premium is subject to GST. When we pay a claim, your GST status will determine how much we pay. When you are:

- *not registered for GST, the amount we pay is the amount insured or part thereof up to the liability limit of insurance specified in the Schedule including GST.*
- *registered for GST, we will pay the amount Insured or part thereof up to the liability limit of insurance specified in the Schedule and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item Insured under your policy) we will pay for the GST amount.*

We will reduce the GST amount we pay by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the input tax credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and taxable percentage. Your taxable percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

If you do not tell us your correct GST status, any GST liability is your responsibility.

Where the settlement of your claim is less than the liability limit of insurance specified in the Schedule, we will only pay an amount for GST (less your entitlement for input tax credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

### 3.3 Duty to mitigate:

Take all reasonable measures to minimise any liabilities to third parties that may be recoverable under this insurance. You are required to act as if you are uninsured.

### 3.4 Information and Documents:

You must provide us with detailed and accurate reports, invoices and receipts regarding the circumstances of the insured event and of the sustained liability within a reasonable time of the insured event and permit extracts and copies of such documents to be made.

### 3.5 Other Insurance(s):

You must inform us if you have any other insurance(s) covering any liability or expense for which you are claiming under this insurance.

Unless otherwise specified in this insurance, to the extent permitted by law we will pay only the rateable proportion of the loss that this insurance bears to the total amount of all insurance covering the loss; and

We reserve our right to recover contribution from any other insurer liable in respect of the same loss.

### 3.6 Admission of Liability:

You must not make any admission of liability or agree any settlement with a third party without our express written consent.

### 3.7 Notices and Summonses:

You must immediately forward to us any written demand, notice or court document in connection with any liability potentially giving rise to a claim under this insurance.



### **3.8 Witnesses:**

You must provide us with the names and addresses of any known injured persons or witnesses and if necessary, assist in securing their attendance at the trial of any liability and/or recovery claim.

### **3.9 Co-operation:**

You must provide full co-operation to us and/or to our representative(s) in the defence of any liability claim, including providing any letters of demand, claim forms, writs, and other legal documents as soon as they are received and take no action without our approval or that of our representatives.

### **3.10 Fraudulent claims, false statements and concealment:**

If we establish that you make a claim under this insurance through concealment, misstatement or by deliberately providing false information, then we will:

- 3.10.1 Not pay your claim and, if applicable, recover any claim already paid that was subject to the concealment, misstatement or deliberate provision of false information; and
- 3.10.2 Not pay any claim arising under this insurance after the date the fraud was committed; and
- 3.10.3 Cancel this insurance, in writing to you at your address shown in the Schedule, with immediate effect from the date the fraud was committed.

## **\*6 Other Terms and Conditions applicable to this insurance**

The following terms and conditions regulate this insurance.

### **1. Insured Voyage:**

This insurance commences from when the nominated yacht departs the berth at the nominated departure port for the commencement of the voyage, continues during the ordinary course of the voyage without deviation and terminates when the nominated yacht arrives at berth at the nominated destination port specified in the Schedule ("Insured Voyage"). You are held covered in case of deviation or change of voyage, provided that you give us notice immediately upon the commencement of the deviation or change of voyage and that you confirm agreement to any amended terms of cover and any additional premium required by us.

### **2. Breach of Conditions or Warranty:**

The breach of any condition or warranty of this insurance, when committed by you or with your consent, knowledge or approval, may affect your entitlement to benefit under this insurance for any incident caused or contributed to by such breach.

### **3. Pilots Non-Liability:**

This insurance shall not be prejudiced by reason of any agreement limiting or exempting the liability of pilots, tugs and/or tow boats and/or their owners when you accept such contract.

### **4. Premium:**

- 4.1 It is a condition precedent to our obligation to make any payment under this insurance that you pay the premium due in respect of this insurance prior to the commencement of the Insured Voyage.**
- 4.2 We reserve the right to cancel the policy or decline a claim in the event that the premium has not been paid prior to commencement of the Insured Voyage.**

**4.3 You will remain liable for the time on risk premium and any costs incurred in recovering the premium due to us.**

**4.4 The premium will be deemed to be fully earned upon commencement of the Insured Voyage and shall be paid to us prior to any claim being paid by us under this insurance.**

**5. Currency:**

Payments by you and by us under this insurance will be made in the currency of the sums insured and premium stated in the Schedule(s).

Where amounts are expressed in Australian Dollars in these Clauses, the equivalent in the currency of the sums insured stated in the Schedule(s) shall apply.

**6. Subrogation:**

Upon payment of any claim, you agree that we shall be subrogated to all your rights to the extent of such payment.

**7. Cancellation:**

**7.1 Cooling off/Cancellation of Your policy:**

**7.1.1 Cooling Off Period**

If you decide that your policy does not meet your requirements and you want to return your insurance after your decision to buy it, you can cancel it without giving any reason, by notifying us in writing within fourteen (14) days of receiving your policy, provided that the Insured Voyage has not already commenced. To exercise this right, you must return your Schedule(s) to us within fourteen (14) days telling us that the cover is not required.

When we receive your notice to cancel your policy within the cooling off period, we will refund you any premium paid (less any tax retained by us under any law).

However, your cancellation rights do not apply if, during the cooling off period under your policy, you have made a claim or you have exercised some other right under your policy.

If you cancel your policy in the cooling off period, you will not be entitled to make a claim including for any occurrence or circumstances that you have previously notified us may give rise to a claim.

**7.1.2 Cancellation by You**

You can cancel this insurance at any time by giving us written notice of cancellation of your policy and specifying the date of cancellation which must not be less than one calendar month after the date of the notice.

**7.1.3 Cancellation by Us during the Insured Voyage**

We may cancel your policy on any of the grounds set out in the Insurance Contracts Act 1984 or as permitted by law and we will provide you with written notice.

**8. Assignment:**

We shall not recognise any assignment of or interest in this insurance or any amount payable under this insurance which has been made without our prior written consent.

**9. Notices:**

Notices are to be given in writing. Notices to you will be sent to your address specified in the Schedule, or to any other address you have provided for this purpose. Notices to us are to be sent to us at the address specified in the Schedule.

**10. Law:**

Unless the Schedule(s) states to the contrary, this insurance shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State of New South Wales.

**11. Jurisdiction:**

Unless the Schedule(s) provides to the contrary, this insurance shall be subject to the exclusive jurisdiction of the Courts of Australia.

**12. Disputes:**

Without prejudice to clause 11 above, the parties agree that any dispute between you and us, if not settled amicably by negotiation or in accordance with clause 17, should (where appropriate) be referred to mediation at an early stage.

**13. Rights of Third Parties:**

No term of this insurance is intended to confer any benefit or right on any third party under any applicable legislation, except to the extent provided under the Insurance Contracts Act 1984 (Cth).

**14. Insurer's Share:**

In the event that this insurance is underwritten by more than one insurer, each insurer subscribing to this insurance shall only be liable for its share, i.e., there is no joint liability. Any agreement between the leading insurer and you is binding on all other insurers subscribing to this insurance.

**15. Sanction Limitation and Exclusion Clause:**

No insurer shall be deemed to provide cover or any benefit to the extent that the provision of such cover or benefit would expose that insurer to any sanction, prohibition or restriction under relevant trade or economic sanction laws or regulations.

**16. Protecting your Privacy:**

We are committed to preserving your privacy and personal information. We collect personal information from or about you for our business activities, including to assess your application for insurance, to administer your policy and any claims made by you, and to send you information about products and services that may be of interest to you. Personal information may be obtained about you from other people or organisations. If you do not provide, or authorise us to collect, your personal information, we may not be able to offer you our services. We may disclose your personal information for the purposes for which it was collected, including to the Insurer and our third-party service providers who may be based overseas.

For further information on how we collect, use and disclose personal information, how to access or correct your personal information held by us, or how to make a complaint, please contact us or you may view the our Privacy Policy at [www.cbnet.com.au/privacy/](http://www.cbnet.com.au/privacy/)

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you.

Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of our marketing campaigns, You can contact our customer relations team on 02 7205 1502 or email [ahoy@skippersinsurance.com.au](mailto:ahoy@skippersinsurance.com.au).

We collect your personal information (which may include sensitive information) at various points including but not limited to when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. Personal information is usually obtained directly from you but sometimes via a third party such as an insurance intermediary or your employer (e.g., in the case of a group insurance policy). Please refer to our privacy policy for further details.

When information is provided to Us via a third party, we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way. We take reasonable steps to ensure that you have been made aware of how we handle your personal information.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, we may need to transfer your personal information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, third parties with whom we have sub-contracted to provide a specific service for us, which may be located outside of Australia.

Where access to our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc.) we may also share your information with that third party.

In the circumstances where we disclose personal information to third parties, we take steps to protect personal information against unauthorised disclosure, misuse or loss.

In dealing with us, you agree to us using and disclosing your personal information as set out in this Privacy Statement and our Privacy Policy. This consent remains valid unless you tell us otherwise.

## 17. Complaints:

The aim is to provide excellent service, but if there is a complaint about the service provided in respect of this insurance or a dispute about this insurance, the complaint should be addressed in the first instance to us.

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

### **INSURER – CERTAIN UNDERWRITERS AT LLOYD’S OF LONDON.**

You may contact AFCA at any time at Australian Financial Complaints Authority

**GPO Box 3 Melbourne VIC 3001**

**O: 1800 931 678 (free call)**

**F: +61 3 9613 6399**

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

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

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.



### 18. Severability:

The invalidity or unenforceability of any provision(s) of this insurance shall not affect the validity or enforceability of any other provision of this insurance which shall remain in full force and effect.

#### Making a Claim

To notify us of a loss or liability which may give rise to a claim under this insurance, please contact:

**Nicholas Bedggood – Director** – 0410 565 101 – [nicholas@skippersinsurance.com.au](mailto:nicholas@skippersinsurance.com.au)

**Dean Bowen – Director** – 0417 652 662 – [dean@skippersinsurance.com.au](mailto:dean@skippersinsurance.com.au)

**Chris Redlich – Claims Officer** – 0417 002 257 – [claims@citadelinsurance.com.au](mailto:claims@citadelinsurance.com.au)

#### Alterations to Your policy

If you wish to discuss any aspect of your insurance or to notify any changes in risk, alteration to cruising area, or your postal address, please contact Marine Skippers Insurance at **02 7205 1502** or [ahoy@skippersinsurance.com.au](mailto:ahoy@skippersinsurance.com.au)





MARINE SKIPPERS  
**INSURANCE**