



**OCEANIC**  
MARINE RISKS

Bareboat Hirers  
Liability Insurance  
Effective Date: **24 April 2017**



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# INTRODUCTION

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## Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance.

You must also ensure that all details as shown in Your Policy Schedule are correct. Let Us know immediately if You need any changes.

If You do not understand any part of the Policy, please ask Us to explain it to You or contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy (the standard Cover provided can be affected by the following);
- the rest of this "Introduction" Section - this sets out the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "General Conditions" and "General Claims Responsibilities" sections - these set out certain general rights and obligations that You and We have and other Cover restrictions;
- the "Exclusions" set out the general exclusions and limitations that apply to the Cover and benefits;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with - these contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

## Insurers

National Transport Insurance means the joint venture of the following insurers in the proportions shown:

- CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 - 50%
- AAI Limited trading as Vero Insurance: ABN 48 005 297 807; AFSL 230859 - 50%

This means that each insurer is only responsible for its half share.

'We', 'Us', 'Our', 'NTI' means the joint venture National Transport Insurance, that is administered by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## National Transport Insurance

Marine Protect is powered by NTI, Australia's specialist insurer with over 40 years of experience in the insurance industry. With an award winning claims service, You can count on NTI to protect You and Your business. Two of Australia's leading general insurers - Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI - so You can rest assured that You are in safe hands.

# INTRODUCTION

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## Features

The table below is summary of some of the major Coverage benefits available in the Policy.

Exclusions, limits and conditions apply so please refer to the full Policy Wording in the following pages for full details.

<b>Cover</b>	<p>This Policy is designed to protect you from claims made against you by others for Property Loss or Damage, Accidental Death, Bodily Injury or Illness to them as a result of your negligence.</p> <p>For this policy to apply to you, the hired vessel or the tender shown in Your Policy schedule must be involved in the claim.</p>
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## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 (ICA) s.21 and the Marine Insurance Act 1909 (MIA) s. 24,25 and 26 (whichever is applicable) to tell Us pursuant to the ICA: anything that You know, or could reasonably be expected to know, which may be relevant to Our decision to insure You and on what terms, or, pursuant to the MIA: every material circumstance which is known to You or which ought to be known to You which would influence Us in fixing the premium or determining whether to accept the risk.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell Us about.

### If You do not tell Us something

**Where the Insurance Contract Acts applies:** 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.

**Where the Marine Insurance Act 1909 applies:** If You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning

### Who must tell Us?

Everyone who is insured under the Policy is required to comply with the duty of disclosure, including Your broker or agent.

## Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information; however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate You must contact Us to update Your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

# INTRODUCTION

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In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If You need to make a complaint regarding how We handle Your personal information or make a complaint about a privacy breach You can do so by phoning Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## Resolving Your Complaints

### What You do and who You contact if You have a complaint or dispute involving us:

If You have a complaint or dispute about Your insurance policy, decisions on Your claim or the service You have received from Us or one of Our authorised representatives, You may access Our Internal Dispute Resolution process.

The first step is to contact Your closest NTI office. Contact details can be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution System is available from all NTI offices.

### Internal Dispute Resolution - Complaints

nce You contact Us, Our staff will help You in every way they can. If You are not satisfied with the outcome Your complaint will be referred to the staff member's supervisor who will deal with it promptly.

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review.

To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

### Internal Dispute Resolution - Disputes

We will notify You of the name and contact details of the employee assigned to liaise with You in relation to Your dispute. That employee will acknowledge receipt of Your dispute in writing, usually within 5 working days.

Provided that We have all the necessary information and no investigations are in progress, a final decision on Your dispute will be forwarded to You in writing, usually within 15 working days. Where further information or investigation are required, We will endeavour to agree a reasonable time frame extension with You.

We have 45 days to respond from the date that Your complaint is received.

Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

### External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 45 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme. We expect Our procedures will deal fairly and promptly with Your complaint. However, if You are not satisfied with Our final decision You can choose to have the matter resolved externally, for example, Financial Ombudsman Service (if applicable), mediation, arbitration or legal action.

FOS is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. FOS will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with FOS within two years of the date of Our final decision.

# INTRODUCTION

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Where FOS's Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for FOS are:

**Financial Ombudsman Service Limited**, ABN 67 131 124 448

National Toll Free number 1300 780 808.

GPO Box 3 Melbourne VIC 3001 Email: [info@fos.org.au](mailto:info@fos.org.au)

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

# GENERAL DEFINITIONS THAT APPLY TO THIS POLICY

Except where the context otherwise requires it, when reading this document:

- a. In this Policy, certain words have special meanings. They have the same meanings wherever they appear.
- b. the singular includes the plural and the plural includes the singular;
- c. if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- d. words importing a gender include every other gender.

Word	Meaning
<b>Cover</b>	means the benefit and protection provided by this Policy and specified in Your Policy Schedule.
<b>Excess</b>	means the amount specified in Your Policy Certificate. You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable product.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Bareboat</b>	A Vessel hired out to You for recreational purposes.
<b>Bareboat Hire</b>	means Your hire and operation of a Bareboat.
<b>Limit of Indemnity</b>	means the amount specified in Your Policy Schedule, which is the maximum amount payable by Us in respect of all types of claims under all parts of the Policy for any one loss or series of losses due to or arising out of one Occurrence, and which is inclusive of all legal costs and expenses provided under the Policy.
<b>National Transport Insurance (NTI)</b>	means the joint venture of the following insurers in the proportions shown: CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 - 50% AAI Limited trading as Vero Insurance: ABN 48 005 297 807; AFSL 230859 - 50% This means that each insurer is only responsible for its half share.
<b>Occurrence</b>	means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by You. All events of a series consequence on or attributable to one source or original cause will be deemed one Occurrence.
<b>Owner</b>	The registered owner and / or agent of the owner of a Bareboat.
<b>Charter Boat Company</b>	Means the Bareboat Charter Company named in the Policy Certificate.
<b>Period of Insurance</b>	means the period between and includes the dates in Your Policy Certificate shown as 'Insured From/To' during which We provide Cover under Your Policy, up until 4.00pm Local Standard Time (L.S.T.) of the 'To' date, of the state or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
<b>Personal Injury</b>	means bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.



# GENERAL DEFINITIONS THAT APPLY TO THIS POLICY

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Word	Meaning
<b>Policy</b>	means this document, Your Policy Certificate , the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Certificate</b>	means the most current document titled 'Policy Certificate' including any details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Pollution</b>	The discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, toxic liquids, toxic gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any water course or body of water (including ground water).
<b>Property Damage</b>	means: <ol style="list-style-type: none"><li>physical damage to or loss or destruction of tangible property including Financial Loss resulting from such damage, loss or destruction; or</li><li>loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.</li></ol>
<b>Territorial Limits</b>	Australian Territorial Waters
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any Section of the public in fear.
<b>Vessel</b>	means any vessel, boat, craft or other description watercraft.
<b>We/Our/Ours/Us/NTI</b>	means the joint venture National Transport Insurance, that is administered by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>Wreck</b>	means any Vessel which is abandoned, disabled and is aground or has sunk and is not the subject of a salvage contract.
<b>You/Your/Yours</b>	means the person(s) or company noted on the Policy Certificate Covered by this Policy having entered into an agreement for Bareboat Hire from a third-party Owner.

# OUR AGREEMENT WITH YOU

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Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have paid the Premium, We will indemnify You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to the Policy or level of Cover You have chosen;
- b. the Policy Certificate is a separate document and shows the insurance details that are relevant to Your insurance;
- c. any endorsements noted on Your most recently issued Policy Certificate or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

## THE COVER

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### **Liability**

#### **What You are insured for:**

Subject to the Limit of Indemnity shown below, We will indemnify You in respect of all sums which You will become legally liable to pay as compensation for:

- a. Property Damage to third-party property, including any Vessel other than the Bareboat noted in Your Policy Certificate;
- b. Personal Injury to any third-party;
- c. Any attempted or actual raising, removing or destroying of the Wreck of any Vessel other than the Bareboat noted in Your Policy Certificate;
- d. Any failure to raise and remove the Wreck Covered by c. above;
- e. Pollution arising from a sudden and accidental discharge of the Bareboat's own fuel and/or lubricants; and
- f. Negligence in the operation or use of the Bareboat,

during Period of Insurance within the Territorial Limits and in connection with Your Bareboat Hire, less the Excess amount specified in Your Policy Schedule as applicable Your Policy.

#### **Legal Costs/Solicitors Fees/ Claimants Costs:**

We will also pay:

- a. all charges, expenses and legal costs incurred by Us and/or You provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under this Policy;
- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Policy; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

# THE COVER

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All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under the Liability section of this Policy.

Provided that Our liability to pay any of the costs, expenses or charges set out above will be included within the Limits of Indemnity and not payable in addition to it.

## Limit of Indemnity

Our total liability under this Policy in respect of all claims or series of claims arising out of any one Occurrence including any costs, fees and expenses shall in no circumstances exceed the limit shown in your Policy Certificate, except for claims related to Pollution under clause e. of the Cover section, where the maximum amount We will pay is \$500,000 any one Occurrence.

## Policy Costs

The amount shown in your Policy Certificate is the total of the Premium, GST and Stamp Duty payable by You.

# CONDITIONS THAT APPLY TO THIS POLICY

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## 1. Cancellation

You may cancel Your Policy at any time by giving Us written notification prior to the commencement of hire of the Bareboat;

We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth), or the Marine Insurance Act 1909 (Cth);

Where You represent more than one person or entity, We will only carry out Your request for cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule;

## 2. Goods and Services Tax

- a. The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy;
- b. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit;
- c. Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and if the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## 3. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## 4. Law & Jurisdiction

This Policy is subject to Australian law and practice. The Marine Insurance Act (Cth) 1909 or the Insurance Contract Act (Cth) 1984 may apply to this Policy.

# CONDITIONS THAT APPLY TO THIS POLICY

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Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Australia and to comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy will be determined in accordance with the law and the practice of such courts.

## 5. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

## 6. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected, covering whether in whole or in part, the subject matter of the various parts of the Policy. Subject to either the Insurance Contracts Act, 1984, or the Marine Insurance Act, 1909, We reserve the right to seek contribution from such other insurers.

## 7. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use all due diligence to:

- a. prevent loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under any part of Your Policy;
- b. employ only competent employees;
- c. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. prevent Personal Injury or Property Damage ;
- e. employ safe work practices; and

## 8. Subrogation

Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984 (Cth). We will be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever. If there is any recovery by way of subrogation that includes both Our loss and Your loss, then We and You will be entitled to Our individual pro-rata proportions of the recovered amount (that includes any interest component). For the purposes of this clause, loss includes any legal and administrative costs incurred by either party in the recovery.

## 9. Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage Covered by the Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any moneys from that person, We will not Cover You under Your Policy for any such loss or damage.

## 10. Joint Assureds

- a. Where Cover is required for a number of Assureds, each Assured will be identified in the Policy. Cover will not be provided for liabilities or expenses incurred by associated or affiliated companies of the Assured, unless the Policy provides to the contrary.
- b. If there are joint Assureds, each Assured shall be jointly and severally liable to Us for premium and other debts. Receipt by one Assured of any payment from Us shall constitute payment to each Assured and shall fully discharge Us from liability in respect of such payment.
- c. There shall be no recovery under this Policy in respect of claims between joint Assureds.

## 11. Assignment

No assignment of this Policy or any interest therein or any money which may be or become payable hereunder shall take place without the prior written agreement of Us who shall have the right in their absolute discretion to give or refuse such consent without reason and upon such terms as they think fit. Any purported assignment without such consent shall be null and void and shall not be binding upon or recognised by Us.

# CONDITIONS THAT APPLY TO THIS POLICY

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## 12. Duty of Utmost Good Faith

- a. The Assured owes Us a duty of utmost good faith. The Assured is under a duty to disclose all material circumstances to Us before and at the time the Policy (or any amendment or endorsement made thereto) is agreed and throughout the Period of Insurance. Any material non disclosure or misrepresentation may entitle Us to avoid the Policy from inception.
- b. Any information given or representations made shall form the basis of the Policy and any materially inaccurate representation may entitle Us to avoid the Policy from inception.
- c. Any breach of this clause by one joint Assured shall entitle Us to avoid the Policy altogether as against all Assureds.

## 13. Prohibited By Law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy will be varied by operation of this clause so that this Policy does not respond to the extent that the indemnity is prohibited by law.

## 14. Payment of Limit of Indemnity

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims may be settled and thereupon We will relinquish the conduct and control of and will be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

## 15. Contribution to Costs

If We have not exercised Our rights under Condition 14. of this Policy, Our liability to pay costs and expenses, where any sum or sums exceeding the appropriate Limit of Indemnity have to be paid to dispose of a claim or claims, will be limited to such proportion of the said costs and expenses as such Limit of Indemnity bears to the amount actually so paid, or to be paid.

## 16. Declaring Vessels

This insurance shall only Cover You in respect of Bareboats which have been declared to Us and which are noted in Your Policy Certificate.

# CLAIMS RESPONSIBILITIES THAT APPLY TO THIS POLICY

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When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:

1. take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
2. not make any admission, offer, promise, payment or indemnity without Our written consent;
3. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by **NTI ACCIDENT ASSIST** on **1800 684 669** and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
4. pay any applicable Excess that may be applicable;
5. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
7. in the event of loss caused by burglary, theft and/or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
8. not make any false declaration or statement in support of any claim under Your Policy; and
9. allow Us to exercise Our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy:

- a. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense and to take recovery action in Your name against those responsible; and
- b. We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

# EXCLUSIONS THAT APPLY TO THIS POLICY

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We will not be liable for any loss, damage, liability, cost or expense, including without limitation compensation or costs, directly or indirectly caused or contributed to by, or in connection with, or arising from:

## 1. Sanction Limitation and Exclusion Clause

any claim or benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## 2. Personal Injury from Watersports or Land Activities

Personal Injury to any person engaged in:

- a. parasailing,
- a. water skiing,
- b. diving; or
- c. any land based activities not associated with the direct use of the vessel or its tender.

# CLAIMS RESPONSIBILITIES THAT APPLY TO THIS POLICY

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## **3. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion**

*This exclusion shall be paramount and shall override anything contained in this Policy that is otherwise inconsistent.*

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Sub-Clause d. does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.

## **4. Asbestos**

or aggravated by or in any way involving asbestos, asbestos fibres, asbestos products or by-products or derivatives of asbestos, including, but not limited to:

- a. mining, processing, transport, distribution and / or storage of asbestos;
- b. manufacture of asbestos;
- c. processing of asbestos;
- d. installation, removal, cleaning up, decontamination, control or treatment of asbestos;
- e. the inhalation of, or fears of the consequences of exposure to or the inhalation of asbestos; or
- f. any Property Damage (including the resultant loss of use of such property).

## **5. Cyber Attack Exclusion Clause 10.11.03**

5.1 Subject only to Clause 5.2 below, in no case shall this insurance Cover loss damage liability or expense directly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any electronic system.

5.2 Where this Clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 5.1. shall not operate to exclude losses (which would otherwise be Covered) arising from the use of any computer, computer system computer software programme, or any electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **6. Fines and Penalties**

- a. any amount imposed on You in respect of any fines or other penalties imposed by any local, State or Federal Government or other Authority; or
- b. any ruling against You for payment by You of aggravated, exemplary, punitive or multiple damages.

## **7. Terrorism**

- a. Terrorism; and / or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

# CLAIMS RESPONSIBILITIES THAT APPLY TO THIS POLICY

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## 8. War, Strikes and Civil Commotion

- a. war, civil war, revolution, rebellion, insurrection, invasion, act of foreign enemy, hostilities (whether war be declared or not), insurrection or the use of military or usurped power, any act by or against a belligerent power or civil strife arising from any such cause;
- b. mines, torpedoes, bombs, rockets, shells, explosive or other similar weapons of war, except for liabilities, costs or expenses which arise solely by reason of the transport of such weapons either as a result of government order, or with Our written consent, where the reason for such transport is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the Cover given under this Policy;
- c. confiscation, nationalisation, requisition or any Property Damage as a result of any order of any government, public or local authority.
- d. strikes, lock-outs, labour disturbances, riots or civil commotions.

## 9. Silica

the inhalation of, or exposure to silica in any form whatsoever.

## 10. You, or Your Property:

Personal Injury to or Property Damage of, You or any member of Your family ordinarily residing with You or with whom You ordinarily reside.

## 11. Damage to the Hired Vessel

Any damage to the Hired Vessel caused by You.

## 12. Insolvency

arising directly or indirectly out of Your insolvency or financial default.

## 13. Unlawful activities

Breaches of statutory Laws, By-laws or Regulations or any unlawful act.

## 14. Pollution

Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), except as provided by clause e. under the Liability section of The Cover.

## 15. Personal Injury to Employees

- a. Personal Injury to any Employee arising out of or in the course of his/her employment;
- b. Personal Injury to any person who is, pursuant to any legislation relating to Workers' or Workmen's compensation or seaman's compensation, deemed to be Your employee or worker;
- c. any liability in respect of which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to worker's or workman's compensation or seaman's compensation including any Commonwealth legislation or legislation of any State or Territory and whether or not You are party to such contract of insurance; or
- d. any liability imposed by the provisions of any Workers' or Workmen's compensation legislation, Seaman's compensation legislation or any Accident compensation legislation or any industrial award or agreement or determination.



