PRODUCT DISCLOSURE STATEMENT

INCLUDING SAIL & MOTOR YACHT INSURANCE POLICY WORDING
This PDS was prepared on 10th of December 2019.
SAIL & MOTOR YACHT INSURANCE POLICY

This document is a Product Disclosure Statement (‘PDS’) and contains the policy wording. The insurance is issued by Pantaenius Australia Pty Ltd. pursuant to a binding authority agreement with the insurers which allows Pantaenius to issue, vary and renew this Insurance for and on behalf of the Insurer.

In this PDS, ‘we’, ‘us’ or ‘our’ means the Insurer of the Sail and Motor Yacht insurance policy. This PDS is designed to help you understand what is covered and what is not covered under the Sail and Motor Yacht insurance policy (‘policy’) and to provide you with sufficient information to enable you to make an informed decision about whether to choose to take out insurance cover for your Vessel.

Some words and expressions have been given a specific meaning in this PDS and reflect the defined terms in the “Words with Special Meaning Section” of this PDS.

We have appointed Pantaenius as our agent to organise insurance and you can contact us through them at:

PANTAENIUS AUSTRALIA PTY LTD.
ABN: 95 148 013 085
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1. ABOUT THE INSURER

The insurers of your policy are authorised under the Insurance Act 1973 to write Australian insurance business.

Personal Accident insurance cover is underwritten by Chubb Insurance Australia Limited, ABN 23 001 642 020, AFSL 239687 (of Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000, Ph 02 9335 3411) ("Chubb").

All other insurance covers are underwritten by Chubb, Berkshire Hathaway Specialty Insurance Company, ABN 84 600 643 034, AFSL 466713 (of Level 23, 420 George Street, Sydney NSW 2000) ("BHSI") and HDI Global Specialty SE, ABN 58 129 395 544, AFSL 458776 (of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW 2000) ("HDI Global Specialty") in accordance with the percentage of risk for each Insurer set out in the Schedule.

Pantaenius acts as an agent of the insurer(s) to issue the insurance policy and bind the insurers. This means that Pantaenius acts at all times on behalf of the insurers. Please refer to the Financial Services Guide issued by Pantaenius for full details of its binder authority.

2. ABOUT PANTAENIUS

Pantaenius Australia Pty Ltd (AFS Licence No 410502) is an insurance agent organising specialist Sail & Motor Yacht Insurance.

Pantaenius is registered as a company in Australia. Pantaenius operates as a wholly owned subsidiary of Pantaenius Holding GmbH (Pantaenius Holding), which is a company that forms part of the international Pantaenius Group with its head office based in Hamburg, Germany.

The Pantaenius Group operates worldwide organising sail and motor yacht insurance and comprises a number of companies with offices in the United Kingdom, Spain, Monaco, United States, Sweden, Denmark, Austria, Poland and Australia.

3. UNDERSTANDING YOUR POLICY

This PDS contains important information to help you understand the sail and motor yacht insurance cover offered under your policy and to assist you to decide if you wish to take out insurance cover.

It is up to you to choose the cover you need. We and our representatives do not provide any advice on whether the policy is suitable for your objectives, financial situation and needs. You should carefully consider the information which has been given to you having regard to your personal circumstances to decide if this Insurance is right for you.

You need to decide if the limits, type and level of cover(s) is appropriate for you and will cover your potential loss. If you do not choose appropriate cover, you may be underinsured and you may have to bear part of any loss for which you are not covered by your policy.

4. WHAT MAKES UP YOUR INSURANCE CONTRACT

This PDS contains the Policy Wording, which together with your Schedule and any written Endorsements issued to you by us, must be read carefully as they make up your insurance contract with the Insurer.

Sometimes we need to change the wording of your policy to vary your insurance cover depending on a number of factors. Your policy may be varied by issuing an Endorsement. You will find any Endorsements that apply to your policy set out in your Schedule.

This PDS and your policy sets out what risks you are Insured for and any circumstances in which you will not be Insured. You should read all the documents which make up your policy carefully in order to understand your rights and obligations, our limits of indemnity, the insurance cover provided, the restrictions and exclusions that apply to the cover provided and the other terms and conditions applicable to your policy. Please retain these documents in a safe place.

5. BENEFITS AND FEATURES OF YOUR POLICY

The following is a summary of some of the major benefits and features of your policy. Full details of the actual terms and conditions of your cover are set out in the policy wording contained in Section A, A1, B, C & D.

5.1. General Overview

Unless otherwise stated in your Schedule, your policy will cover:

(a) the person or company named as the insured; and
(b) the Vessel described in your Schedule,

for the insurance cover types set out in your Schedule.
5.2. Summary of Risks Covered Under Your policy

There are 4 types of insurance cover available:

1. Section A: Hull and Property insurance
2. Section A.1: War, Strike and Confiscation insurance
3. Section B: Third Party Liability insurance
4. Section C: Personal Accident insurance

The sections that apply to you will be set out in your Schedule.

SECTION A: Hull and Property insurance

- Hull and Property insurance provides cover for physical loss or damage occurring during the Policy Period to your Vessel as well as Personal Effects.
- No cover is provided if your Vessel is outside the Navigational Limits stated in your Schedule. The cover is only effective within the cruising area specified in your Schedule and includes any customary stay out of the water, for example, at storage during winter seasons or shipyards including hauling out and launching.
- If your Schedule states that the Named Tropical Storm Clause applies, this Hull and Property insurance does not provide cover for loss or damage caused by a Named Tropical Storm at certain areas during certain times of the year. For full details of this clause, you should read Section A §5.
- Hull and Property insurance does not cover every event, for example loss of money, valuables and jewellery, food and luxury items and intentional damage by you or damage caused by war or other excluded causes is not covered. For an explanation of what is not covered under Hull and Property insurance you should read the Exclusions set out in Section A §4 and the General Exclusions Applicable to All Sections of this insurance in Section D §1.
- Hull and Property insurance is an Agreed Fixed Value cover which means that in the event of a valid claim you will be paid compensation up to the Agreed Fixed Value. You cannot recover more than the Agreed Fixed Value for any repair or replacement of the Vessel. If “New for Old without deduction” is stated on your Schedule then in the event of a valid claim for partial damage, you will be compensated for the necessary replacement costs of your Vessel without deductions on a “new for old” basis. The Agreed Fixed Value is the amount specified in your Schedule. For more information about how Agreed Fixed Value cover applies you should read Section A §3.
- You may have to pay a Deductible each time you make a claim under each section of your policy. The amount of any Deductible which applies to your insurance cover is specified in your Schedule. An explanation of any Deductible which may apply under Hull and Property insurance is set out in Section A §3.5.
- No cover is in place if the Vessel is under charter unless a charter cover is expressly included in the Schedule.
- Your Hull and Property insurance also includes additional cover for risks such as salvage costs, commercial towing fees and emergency costs. For full details of additional cover, you should read Section A §2.

Section A.1: War, Strike and Confiscation Insurance

- Yacht War, Strike and Confiscation cover is optional cover as an addition to Hull and Property insurance under your Sail and Motor Yacht Insurance Policy.
- This optional cover does not apply automatically and is a separate cover which must be added to your Section A ‘Hull and Property Insurance’ of your Sail and Motor Yacht Insurance Policy.
- If this optional cover is added, your Schedule must state that you have selected this option.
- In order to qualify for cover under this option you must have cover under Section A ‘Hull and Property insurance’ of your current Sail and Motor Yacht Insurance Policy.
- Section A.1 covers loss or damage occurring during the Policy Period to the Vessel or any liability arising from or caused by strikes, locked out workmen or persons taking part in labour disturbances, riots or civil commotions, war, civil war, revolution, capture, seizure, arrest or detainment, terrorism or any person acting from a political motive, confiscation or appropriation.
- Except as otherwise provided in this option, all the terms, conditions and exclusions which apply to cover under Section A ‘Hull and Property insurance’ and Section D ‘General Terms and Conditions’ of your Sail and Motor Yacht Insurance Policy will also apply to your cover under this option.

SECTION B: Third Party Liability insurance

- Third Party Liability insurance covers your legal liability to pay a third party for bodily injury, death or damage to property arising from your ownership, operation or use of your Vessel.
- Third Party Liability insurance covers the Insured referred to in your Schedule and extends to the Insured’s family, the beneficial owner of the Vessel or the family of the beneficial owner of the Vessel, the Vessel’s captain, the Vessel’s crew, and guests who are with the consent of the Insured or the legal or beneficial owner onboard the Vessel. The cover also extends to third party liability connected with Tenders (attached to the Vessel), Water Sport Equipment, search and rescue costs and skipper liability insurance which is set out in Section B §1.
- Third Party Liability insurance does not cover every event, for example intentional damage by the Insured or damage caused by motorboat racing is excluded from the insurance cover. For an explanation of what is not covered under your Third Party Liability insurance you should read the Exclusions set out in Section §6 and the General Exclusions Applicable to All Sections of this insurance in Section D §1.

SECTION C: Personal Accident insurance

- Personal Accident insurance covers accidents arising from the private pleasure use of your Vessel which causes accidental death or permanent Disability as a result of bodily injury to an Insured person from an external cause up to the Sum Insured for Accidental Death and Permanent Disability set out in your Schedule.
- An Accident is a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. Benefits payable under Personal Accident insurance may include a Permanent Disability benefit which is paid if the Insured suffers a Bodily Injury as a result of an Accident which causes Permanent Disability. An Accidental Death benefit is also available in the event of death of an Insured Person. The amount of any Disability benefits paid, if any, will be a lump sum. The amount of any benefit determined by us will be calculated using the Sum Insured and the formula set out in the policy. For details of the benefits available under Personal Accident insurance you should read Section C 3.
- Additional benefits such as emergency transport and funeral costs and medical emergency costs abroad may be available under the policy. For details of the additional benefits available under Personal Accident insurance you should read Section C §3.
- Personal Accident insurance does not cover every event, for example it does not cover any Accidents which are directly or indirectly related to Pre-Existing Medical Conditions or Degenerative Medical Conditions. For an explanation of what is not covered under Personal Accident insurance you should read the Exclusions set out in Section C §6.

IMPORTANT NOTE

The explanation of each Section of the policy set out above is a summary only. Please refer to each Section of Cover in the policy for full details of what is covered and not covered.

Not all events are covered by your policy and limits and conditions apply. Each cover has specific exclusions that will apply to it.

The policy is made up of 4 different types of cover set out in Sections A, A.1, B and C and which are subject to terms, conditions and exclusions in each Section. The General Terms and Conditions set out in Section D of the policy including exclusions apply to all types of cover under the policy.

It is important that you read your policy and your Schedule carefully, so that you can understand the conditions which apply to your cover, what is covered, the limits of indemnity and what is not covered.

6. APPLYING FOR COVER

If we ask any questions and/or require information specifically requested in your application form, this is in addition to and does not restrict your duty to make a full and accurate disclosure to us of all material information when applying for sail and motor yacht insurance or varying cover during the Policy Period.

7. COMMENCEMENT OF YOUR COVER

We provide cover to you on the terms contained in this PDS and policy.

Your cover will commence as stated in the Schedule. Cover cannot be backdated unless the Insurer has agreed expressly in writing to do so.

8. WHEN YOUR POLICY ENDS

Your policy ends:

- at the end of the Policy Period on your Schedule, or
- at the date of cancellation of your policy, if you have written to us and requested cancellation of your policy or we have cancelled your policy in accordance with your policy terms or law.
9. HOW WE CALCULATE YOUR PREMIUM

Your premium will be set out in your Schedule. Your premium is based on your risk profile and a range of other factors, such as where your Vessel is located, the type and value of the Vessel being Insured and your insurance claims history. We also take into account any relevant compulsory Government charges, stamp duty, GST and fire services levy applicable to your policy.

Your premium must be paid by the due date specified in the Invoice(s) we issue to you or as set out in your Schedule whichever is the earlier.

10. INSTALMENT PREMIUM

Additional charges may apply if you pay your premium by instalments. Details of these charges will be set out in your Schedule.

11. UNDERSTANDING YOUR DUTY OF DISCLOSURE

Your Duty of Disclosure

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

12. WORDS WITH SPECIAL MEANING

Some words have special meanings as described below. These words are identified within the PDS with capitalisation:

**Accident**

Means a single sudden event which occurs at a specific date and time, in connection with the Insured person’s use of the Vessel, and which causes death of or injury to an Insured person from an external cause.

**Agreed Fixed Value**

Means the insured value of the Vessel, as agreed upon between the insurer(s) and the Insured and set out in the Schedule.

**BHSI**

Means Berkshire Hathaway Specialty Insurance Company, (incorporated in Nebraska, USA. Liability is limited) ABN 84 600 643 034, AFSL 466713.

**Chubb**

Means Chubb Insurance Australia Limited, ABN 23 001 642 020, AFSL 239687.
HDI Global Specialty
Means HDI Global Specialty SE, ABN 58 129 395 544, AFSL 458776.

Constructive Total Loss
Where the costs of reinstatement exceed the Agreed Fixed Value.

Deductible
Means the amount which you first have to pay if you make a claim under your policy as stated in your Schedule.

Disability
Means when the physical or mental capacity of an Insured person is permanently impaired as the result of an Accident.

Endorsement
Means an amendment or addition to your policy that is set out in the Schedule.

Fishing Gear
Means rods & reels used for the purpose of recreational/sport fishing.

Gear and Equipment
Means gear and equipment permanently attached to or used with the Vessel and includes masts, spars, standing and running rigging, sails, navigational aids (both hand-held and built in, safety equipment, tools which are kept permanently on the Vessel for emergency, breakdown and maintenance purposes, televisions, entertainment systems and accessories etc.)

Hull
Means the hull, deck, cabin, deck fixtures and fittings on or below the deck of your Vessel.

Insured
The Insured is the person or company (people or companies) specified as the Insured in the Schedule provided that person has an insurable interest in the Vessel.

Insurer
For Personal Accident insurance cover, means Chubb. For all other insurance covers, means Chubb, BHSI and HDI Global Specialty (Chubb underwrites 50% of the risk for these covers, BHSI underwrites 20% and HDI Global Specialty underwrites the remaining 30%).

Leased Equipment
Any equipment which has been leased by the Insured under a contract specifically for use on the Vessel, and which is of a nature that would normally be found on the Vessel.

Named Tropical Storm
Means a tropical cyclone which is given a name by a regional agency such as the National Hurricane Centre or the Australian Bureau of Meteorology or similar which are advisory and warning centers of the World Meteorological Organization (WMO http://severe.worldweather.wmo.int/).

Machinery
Means the main and auxiliary engines, generators, gear boxes, electrical and hydraulic equipment of the Vessel together with their cables and fittings.

Navigational Limits
The specific geographic restrictions imposed by the policy stating where the Vessel is covered and not covered as noted in the policy and Schedule.

Partial Loss
Any loss or damage covered by this policy which does not give rise to an actual or Constructive Total Loss.

Personal Effects
Items of a personal nature which would not normally be sold with the Vessel, but which are taken on board as personal items or for use in connection with the Vessel, including binoculars, bicycles, sports equipment, clothing, wet-weather gear and portable electrical equipment. This definition of Personal Effects specifically excludes mobile phones, items of jewellery, valuables (items which have a market value significantly in excess of the cost of manufacture), cameras, personal computers, drones, money, credit cards, travellers' cheques and consumable stores.
Policy Period
Means the period of insurance shown on the Schedule subject to prior termination in accordance with the policy.

Schedule
Means the current Schedule issued as part of your policy and sent to your last known email address (or postal address if an email address is not available).

Tender
Means any Vessels, including water toys (such as jet skis, but excluding wind kites and water jetpacks) that are carried on board the Insured Vessel(s), permanently belong to the Insured Vessel(s), and are used in connection with the Insured Vessel.

This Insurance
Means the contract of insurance between the Insured and the Insurer as set out in this PDS, the Schedule and any Endorsement(s).

Total Loss
Means when the Vessel is irrecoverable, completely destroyed or so damaged that it ceases to have the characteristics of a vessel.

Trailer / Cradle
Means a Trailer or Cradle which was manufactured for or bought by you as suitable for the Vessel.

Vessel
Means the Vessel named in the Schedule, its Hull and Machinery, Tender(s) and watercraft which are capable of being stored on the Vessel and are used in connection with the Vessel, including any Watersports Equipment, and Gear and Equipment as would normally be sold with the Vessel. For the avoidance of doubt, the definition of Vessel does not include Personal Effects, Trailers, Cradles or Fishing gear.

Watersports Equipment
Means equipment designed to be used in a leisure activity that involves some element of physical activity and which is used in connection with the Vessel and kept on board.

Wreck Removal Costs
Means the costs of removing the wreck of the Vessel from the water by order of government, local or port authority.

In this PDS, the following words are not necessarily capitalised but have the following meanings:

1. you/your means the Insured.
2. we/us/our means the Insurer(s).

13. YOUR POLICY

THE INSURANCE AGREEMENT

The contract of insurance between the Insured and the Insurer is set out in this Product Disclosure Statement, the Schedule and any Endorsement(s) (together “This Insurance”). The Insured should read these documents carefully in order to determine its rights and obligations, the limits of indemnity, the insurance cover provided, the restrictions and exclusions that apply to the cover provided and the other terms and conditions applicable to This Insurance.

Each Section A, B and C of This Insurance is Insured as a separate cover under these individual sections is subject to the general terms and conditions under Section D, payment of the premium for the individual section and the issuing by the Insurer of a Schedule for that section.

In deciding whether to insure the risk and on what terms, the Insurer has relied on the information that has been provided. For the contract of insurance to be valid, all the information provided to the Insurer by the Insured and/or its agent(s) must be true and complete and there must be full compliance with the Insured’s duties and obligations of disclosure (as set out on page 7).
SECTION A. HULL AND PROPERTY INSURANCE

§1. Insurance Cover:

All Risks:

This Insurance covers the Insured against all risks of physical loss of or damage to the Vessel occurring during the Policy Period subject to the terms, conditions and exclusions of This Insurance. The limits that apply to This Insurance are set out in Section A §3 below.

§2. Additional and Optional Cover:

Additional cover under this Section A §2 is subject in all respects to the terms, conditions and exclusions of This Insurance.

Unless otherwise stated below, the additional covers included in the PDS and on your Schedule are included in the Agreed Fixed Value. The amount of your benefit for each separate additional cover is limited to the higher of the amount set out below or the amount set out in your Schedule.

The additional covers included when you have cover under Section A are:

1. Inspection after grounding:

   The reasonable expense of an inspection of the underwater part(s) of the Vessel after grounding, even if no damage is found. These costs are recoverable in addition to the Agreed Fixed Value.

2. Salvage costs:

   Reasonable salvage charges incurred in preventing a loss recoverable under This Insurance are recoverable. These costs are recoverable in addition to the Agreed Fixed Value.

3. Wreck Removal Costs:

   Following a loss which is covered by This Insurance, the reasonable Wreck Removal Costs are recoverable. These costs are recoverable in addition to the Agreed Fixed Value.

4. Sue and Labour Costs:

   Reasonable costs incurred by the Insured in taking such measures as may be appropriate for the purpose of averting or minimizing a claim under this Section A, whether such measures are successful or not. These costs are recoverable in addition to the Agreed Fixed Value.

5. Commercial Towing Fees and Emergency Costs:

   Reasonable commercial towing fees to the nearest place of refuge, incurred in an emergency for necessary repairs to be carried out. This Insurance also covers, in the event of an emergency while the Vessel is away from a safe harbour or refuge at sea, the reasonable costs of emergency labour and the delivery of fuel, parts, supplies (excluding the costs of these items) to the location of the breakdown. The cover under this Section A §2.5 is limited to $5,000 for any one claim and is recoverable even if there is no physical loss of or damage to the Vessel. These costs are recoverable in addition to the Agreed Fixed Value.

6. Emergency Accommodation or Repatriation Costs:

   Reasonable emergency accommodation expenses ashore for the Insured and the Insured's family and guests in the event that they were staying on board the Vessel at the time of a casualty Insured under this Section A, up to $200 per person per night for a maximum of 7 nights following the casualty if, in the opinion of the surveyor appointed by the Insurer; the Vessel is rendered uninhabitable or unsafe due to loss of or damage to the Vessel while in use by the abovementioned people. If the Vessel is left unattended with the agreement of the Insurer; the cost of repatriation may be claimed instead of emergency accommodation costs. The maximum amount recoverable under this Section A §2.6 for any one incident or occurrence or series of incidents arising from one occurrence is $1,000. These costs are recoverable in addition to the Agreed Fixed Value.

7. Lost or stolen keys:

   Reasonable cost of replacement and administration for loss of or theft of keys to the Vessel. The maximum amount recoverable under this Section A §2.7 is $1,000 in total.
8. Personal Effects / Fishing Gear:

Subject to a limit of $1,500 per single item, whilst on board the Vessel, the following are covered:

8.1. Personal Effects up to a maximum of $10,000; and

8.2. Fishing Gear up to a maximum of $5,000

for all risks of physical loss or damage caused by an Accident to the Vessel and for deliberate physical loss or damage directly caused by anyone other than the insured, crew or the Insured’s guests; theft from the Vessel by violent and forcible removal; and physical loss of or damage caused by piracy.

If a separate amount is specified in the Schedule for Personal Effects and/or Fishing Gear, that amount shall be the maximum indemnity of the insurer.

9. Temporary Storage Ashore:

The cover under Section A §1 is extended to cover parts of the Vessel while in locked and secure temporary storage ashore and/or while in transit worldwide provided that the means of transportation are suitable for the parts of the Vessel being transported and they are properly loaded and secured for the transit.

The following additional cover is optional and only covered if included on your Schedule:

10. Trailers & Cradles:

Only if separately specified in the schedule and subject to this clause, this Insurance covers a Trailer or Cradle which was manufactured or bought as suitable for the Vessel and which is owned by the insured, against physical loss or damage directly caused by theft, lightning, fire, explosion, or Accident while being towed, up to the limit specified in the Schedule for Trailers & Cradles.

11. Loss of Charter Income (Optional):

Only if separately specified in the Schedule and subject to this clause, This Insurance covers loss of charter income where the Vessel is prevented from starting or continuing a charter for more than 7 days due to physical loss of or damage to the Vessel caused by an incident covered under Section A of This Insurance.

Loss of the Vessel’s charter income is Insured up to the limit specified in the Schedule for Loss of Charter Income (noting that a daily limit and overall maximum limit will be set out in the Schedule) provided that:

11.1. the charter deposit and/or charter fee was paid to the Insured or its charter management in accordance with a written and binding charter agreement; and

11.2. the Insurer has agreed in writing that such physical loss of or damage to the Vessel is covered under Section A of This Insurance; and

11.3. there is no other insurance covering the loss of charter income (to the extent permitted by law).

If Loss of Charter Income cover is noted on the Schedule, then a claim for loss of charter income in accordance with this clause is not excluded under Section A §4.6.

§3. Agreed Fixed Value, Total and Partial Loss and Deductible(s):

1. Agreed Fixed Value:

The Agreed Fixed Value of the Vessel is the amount specified in the Schedule.

For the purpose of This Insurance, any equipment which has been leased by the Insured under a contract specifically for use on the Vessel, and which is of a nature that would normally be found on the Vessel, is covered within the Agreed Fixed Value and will be treated in the same way as equipment belonging to the Vessel.

The Agreed Fixed Value specified in the Schedule shall be conclusive proof of the Insured value of the Vessel.

We may, from time to time, request an independent valuation of your Vessel from a qualified marine dealer or boat broker.
2. Total Loss / Constructive Total Loss:

Where the Vessel is an actual Total Loss or a Constructive Total Loss, the Agreed Fixed Value of the Vessel shall be paid to the Insured in respect of a recoverable claim. The Insurer shall be entitled to deduct the realisable market value of any remaining Insured property. If the Vessel is stolen or lost and not recovered after the lapse of three months with no news of the Vessel being received, the Agreed Fixed Value of the Vessel shall be paid for a claim recoverable under This Insurance.

3. Partial Loss:

Claims for Partial Loss to the Vessel shall be settled on the basis of reasonable repair and/or replacement costs necessary to re-instate the Vessel nearly as is reasonably possible to its pre-incident condition where a claim is recoverable under This Insurance. These necessary costs will include the cost of transporting the Vessel to the nearest appropriate repair facility. This clause will also apply to the insurance of any other property Insured with specified limits under Section A §2 of This Insurance.

4. Deductions for New For Old:

The insurer’s liability for Partial Loss is always limited to that set out at §3.3. The Insurer shall not be liable under This Insurance for the cost of new parts if reasonable second hand or reconditioned replacement parts are available to reinstate the Vessel as nearly as is reasonably possible to its pre-incident condition. If reasonable second hand or reconditioned replacement parts are available then a new for old deduction will not be made in respect of those parts.

For Partial Loss claims, the Schedule will state either “New for Old with deduction” or “New for Old without deduction”.

4.1. New for Old with deduction stated on the Schedule:

In the event of Partial loss, the following deductions will be made from the claim settlement in respect of parts or materials where the part which is repaired or replaced was - at the time of the incident, more than: 2 years old – 30% deduction

10 years old – an amount proportional to the reasonable consumed service life of the part taking into account the age and condition of the part. The deduction will not be applied to labour costs, or to the repair of the basic Hull and deck structures of the Vessel. The Insured may provide documentary evidence to prove the age of the part. If the Insured is not able to do so the part will be deemed to be at least 10 years old.

4.2. New for Old without deduction stated on the Schedule:

No deductions will be made in respect of parts or materials replaced with new parts when no reasonable second hand or reconditioned replacement parts are available.

5. Deductibles:

The Deductibles specified in the Schedule will apply to each claim except that in no circumstances shall a Deductible apply in respect of:

5.1. a Total Loss or Constructive Total Loss of the entire Vessel under Section A §3.2.

5.2. any payments made under Section A §2.1-7;

5.3. any claim under Section A §2.11 for Loss of Charter Income; and

5.4. any claim for loss or damage arising whilst the Vessel is moored at its usual berth, pontoon or private jetty or when the Vessel is ashore within a commercial marina providing the Vessel is not moored on a swing mooring or is at anchor.

Unless otherwise set out in your Schedule, the Deductibles set out in the below table apply in respect claims made under Section A §2. The Deductible for Section A §1 will be as set out in your Schedule.
<table>
<thead>
<tr>
<th>Cover:</th>
<th>Section A ref:</th>
<th>Deductible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection After Grounding</td>
<td>§2.1</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Salvage Costs</td>
<td>§2.2</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Wreck Removal Costs</td>
<td>§2.3</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Sue and Labour Costs</td>
<td>§2.4</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Commercial Towing Fees and Emergency Costs</td>
<td>§2.5</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Emergency Accommodation or Repatriation Costs</td>
<td>§2.6</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Lost or Stolen Keys</td>
<td>§2.7</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Personal Effects / Fishing Gear</td>
<td>§2.8</td>
<td>$200</td>
</tr>
<tr>
<td>Trailers and Cradles</td>
<td>§2.10</td>
<td>$200</td>
</tr>
<tr>
<td>Loss of Charter Income</td>
<td>§2.11</td>
<td>7 days</td>
</tr>
<tr>
<td>Total Loss/Constructive Loss of the Vessel</td>
<td>§3.2</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Whilst Moored at its usual marina berth</td>
<td>§5.4</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

Please note that Deductibles also apply under the Named Tropical Storms Clause (see Section A §5).

6. **How Your Claim is paid:**

For any claim for loss or damage to your Vessel, the Insurer will, at its option:

6.1. **For a Partial Loss:**

6.1.1. Repair the Vessel (see sections 3, Partial Loss and 4, Deductions for New For Old); or

6.1.2. Pay the Insured the cost to replace or repair the Vessel, subject to deductions that apply in accordance with section 4; or

6.2. **For a Total Loss, pay the Insured the Agreed Fixed Value of the Vessel.**

For any loss or damage to any other item covered by this policy, the Insurer will, at its option, repair, replace or pay the Insured the cost or repair or replace, that item, up to the limit of cover for that item under the PDS.

The Insured shall not recover more than the Agreed Fixed Value in respect of the repair or replacement of all property insured under section A of the PDS including but not limited to the Vessel, lost or stolen keys, Personal Effects and fishing gear and Trailers & Cradles.

§4. **Exclusions – Hull and Property insurance:**

This Insurance does not cover:

1. Any loss or damage directly or indirectly caused by osmosis, blistering, fibreglass or surface coat blistering, electrolysis, rust, corrosion, oxidation, rot, fungus, mould, infestation, change of temperature or humidity, gradual deterioration, delamination, marine growth or inherent vice;

2. The cost of or loss or expenditure incurred in remedying, repairing or replacing faulty or defective design, construction or the materials or parts used in construction or any cost or expense incurred by reason of betterment or alteration in design or construction;

3. The cost of rectifying, repairing or replacing defective workmanship or materials relating to any repair, alteration or maintenance work carried out on the Vessel;

4. Unless specified in the Schedule, any cost of repairing damage to the Vessel which is wear and tear damage or has been caused by the wear and tear of a part of the Vessel. Wear and tear includes (but is not limited to) damage caused by the reasonably foreseeable action of wind, wave and other perils of the sea without collision, grounding, incident or Accident. If the Insured selects wear and tear cover then the cost of repair of any damage proven to have been caused solely by wear and tear of a part will be covered, but not the cost of repairing or replacing the part which has sustained wear and tear;

5. The cost of repairing or replacing a latently defective part of the Vessel;

6. Loss of use, loss of charter Income (unless otherwise specified in the Schedule), loss of revenue, loss of profit, financial loss, loss of good will, loss of market value, depreciation, diminution of racing performance, diminution in aesthetic appearance, loss of any manufacturer’s or supplier’s warranty, reputational, emotional or psychological loss or any other form of non physical loss or damage or loss consequential to or indirectly attributable to the physical loss of or damage to the Vessel;
7. Loss of or damage to the Vessel that is attributable to or caused by:
   7.1. unseaworthiness of the Vessel or its crew;
   7.2. any lack of repair or maintenance of the Vessel;
   7.3. failure to comply with statutory requirements or local regulations or by-laws or;
   7.4. lack of reasonable care, protection or security of the Vessel;
8. Loss of or damage to computer software, programs or data;
9. Loss of or damage to the Vessel arising from transportation as cargo;
10. Loss or damage caused by an accumulation of rainwater, ice or snow unless resulting from unforeseeable weather conditions;
11. Theft of the Vessel or its tender or watercraft while on a Trailer if the Trailer is not adequately immobilised, wheel clamped or secured to a locked motor vehicle;
12. Theft of a Trailer which is not adequately immobilised, wheel clamped, in a locked place of storage or secured to a locked motor vehicle, or for theft of wheels or tyres, or for damage to tyres;
13. Theft of Personal Effects, gear, equipment and other moveable property Insured under this Section A unless there are visible signs of forcible and violent removal and/or entry or exit to the Vessel or to locked and secure temporary storage;
14. Theft of the Vessel by a person to whom it has been entrusted;
15. Loss or damage to an outboard motor if secured other than as specified by the manufacturer of the motor or the Vessel;
16. Loss or damage to main and auxiliary engines, generators, gear boxes, electrical and hydraulic equipment, together with their cables and fittings, unless caused by: collision; grounding/stranding; sinking; lightning; fire; theft; malicious damage; frost/freezing; blockage of the water inlet of an engine’s cooling system or Accidental incursion of water to the Vessel, but not, however as a result of water ingress through the exhaust system of the main engine(s) or fuel tank filler system;
17. Loss of or damage to sails, covers, awnings, shades, Tenders or Watersports Equipment if split or damaged by the wind or blown or washed away;
18. Loss of or damage to jewellery, valuables, fine art, consumable stores, cash, credit/debit cards and/or bank cards, cheques, ‘travelers’ cheques and similar items; and
19. The Insurer shall not be liable for any un-repaired damage in the event of a subsequent loss (whether or not covered under This Insurance).

§5. Named Tropical Storms Clause:

1. Application and duration of this clause

This clause is operative between July 1st and November 15th annually in the area between the Latitudes 10°N and 30.5°N (but does not apply for the Canary Islands and Cape Verde) and between November 1st and May 1st annually in the area between the Latitudes 10°S and 30°S.

2. Scope and conditions of cover

Loss or damage caused by Named Tropical Storms is excluded from this policy, unless the Vessel is

   a) at sea (not anchored, moored or aground),

   b) stored ashore in a one-piece or approved Cradle (except in the case of multihulls) with the Cradle and Vessel securely lashed together and secured with ground anchoring arrangements, or the Hull sunk in the ground. If the masts are removed, they are stored separately and safely. If the masts remain stepped they are secured by all possible means (using halyards, additional lines etc.) to the ground,
c) secured in a marina berth with additional ropes as can appropriately be used, on a mooring anchored with adequate ground
   gear. For Australian waters this only applies if the swing mooring is located in a river, serviced annually and certified for the
   size of the Vessel by the mooring company and a copy has been provided to Pantaenius in advance, or

d) in the mangroves anchored with adequate ground gear and secured with multiple landlines.

Loss or damage caused by Named Tropical Storms to parts of the Vessel that are capable of removal and safe storage but have not
been removed and safely stored (including but not limited to booms, spars, sails, awnings, biminis or other covers or shades, Tenders,
water sports equipment, Personal Effects and Fishing gear) is excluded from this policy. If the Vessel is at sea as per a), the removal
and safe storage is only required where it is reasonably possible to do so.

3. Deductible:

For any claim for loss or damage caused by a Named Tropical Storm (including Total Loss or Constructive Total Loss) which is accepted
Under Section A § 4.2. a) or 4.2. b), the Deductible noted in the Schedule applies.

For any claim for loss or damage which is accepted under condition Section A § 4.2. c) – e) the Deductible is 20% of the total cost
of the claim, subject to a maximum of EUR 100,000, or the Deductible noted in the Schedule, whichever is the higher.

SECTION A.1. WAR, STRIKE AND CONFISCATION INSURANCE

§1. Optional Cover:

This optional cover is available as an addition to Hull and Property Insurance under Your Sail and Motor Yacht Insurance Policy.

The following option for War, Strike and Confiscation Cover does not apply automatically. It is a separate section of cover. You will
have cover under this option if you have elected to add it to Section A ‘Hull and Property Insurance’ of Your Sail and Motor Yacht
Insurance Policy and your current Schedule states that you have selected this option.

In order to qualify for cover under this option you must have cover under Section A ‘Hull and Property Insurance’ of your current
Sail and Motor Yacht Insurance Policy.

Except as otherwise provided in this option, all the terms, conditions and exclusions which apply to cover under Section A ‘Hull and
Property Insurance’ and Section D ‘General Terms and Conditions’ of Your Sail and Motor Yacht Insurance Policy will also apply to
your cover under this option.

§2. Insurance Cover:

1. In addition to the Hull and Property Insurance under Section A of your Sail and Motor Yacht Insurance Policy, we will cover
   loss of or damage to the Vessel or any liability arising from or caused by strikes, locked out workmen or persons taking part in
   labour disturbances, riots or civil commotions, war, civil war, revolution, capture, seizure, arrest or detainment, terrorism or any
   person acting from a political motive, confiscation or appropriation. The War, Strike and Confiscation Cover is subject to the
   same limits of cover as set out in Section A.

2. The Total Loss of the Vessel shall be assumed if the Insured has lost the free use and disposal of the Vessel as a result of:

   2.1. seizure, forfeiture, arrest, interventions of higher authorities, confiscation or expropriation and which has resulted in Insured
       losing the free use and disposal of the Vessel for a continuous period of at least 12 months; or

   2.2. consequences of an act of war or national defence activities through which the Vessel is trapped in a harbour, canal,
       waterway or other access to open seas, and which has resulted in Insured losing the free use and disposal of the Vessel
       for a continuous period of at least 6 months.
§3. Exclusions

1. There is no cover and we shall not be liable under this option for loss or damage caused by:

1.1. capture, seizure, forfeiture, arrest, interventions of higher authorities, confiscation or expropriation by means of or due to:
   
   (a) a directive by a public authority of the state in which the Vessel is registered or the Insured has its place of business; or
   
   (b) quarantine regulations or a breach of customs or trade regulations;

1.2. any detonation of any weapon of war which releases atomic or nuclear radiation, causes a nuclear reaction or is nuclear-powered (nuclear weapons);

1.3. non-presentation of securities, non-payment of penalties, taxes or any financial reason.

2. For the avoidance of doubt, the following exclusions in your Sail and Motor Yacht Insurance Policy also apply to cover under this option:

2.1. Section A Hull and Property Insurance §4. Exclusions – Hull and Property Insurance; and

2.2. Section D General Terms and Conditions §1. ‘General Exclusions Applicable to All Sections of This Insurance’ with the exception of exclusion “1. War, Strikes and Political Acts” which exclusion does not apply to cover under this Option.

3. No cover shall apply for or in relation to any loss or damage which occurs in countries, geographical or territorial areas listed in JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas current at the time of the loss or otherwise outside the navigational limits stated in the Schedule.

4. There is no cover under this option for, and any cover shall automatically and simultaneously cease upon, the outbreak of war (whether there be a declaration of war or not) between two or more of the following countries: United States of America, United Kingdom, Germany, France, Russian Federation or the People’s Republic of China.

§4. Termination of Yacht War, Strike and Confiscation Cover

Subject to law, this option and the cover under it may be cancelled by the Insured by giving 7 days’ notice and if so, then the cover provided by this option terminates at 4pm AEST on the seventh day following notice being given.

§5. Deductible

There is no Deductible which applies to any claim for loss or damage under this option.

SECTION B. THIRD PARTY LIABILITY INSURANCE

§1. Insurance Cover:

1. Indemnity:

The Insurer agrees to indemnify the Insured, up to the Third Party Liability Limit specified in the Schedule, for damages that the Insured is legally liable to pay to a third party by reason of the Insured’s ownership, operation and use of the Vessel, arising out of an Accident during the Policy period, in respect of bodily injury or death or damage to the property of a third party.

2. The indemnity under Section B §1.1 above shall extend to the Insured’s family, the beneficial owner of the Vessel or the family of the beneficial owner of the Vessel, the Vessel’s captain, Vessel’s crew and guests onboard the Vessel with the consent of the Insured or the legal or beneficial owner where such person becomes liable to a third party for bodily injury or death or damage to the property of a third party by reason of their operation and/or use of the Vessel during the Policy Period.

3. Section B will not extend to a person operating or employed by a shipyard, repair facility, fuelling facility, boat yard, Vessel club, sales agency, charter agent or any similar organisation.
Section B also includes cover for:

1. Legal liability to a third party arising out of or from:

   1.1. Use of Watersports Equipment:

       Water-skiing, wakeboarding and aquaplaning activities using the Vessel’s Tender(s) or watercraft, water sports equipment and diving equipment that is used in connection with the Vessel. Watersports equipment must be commercially manufactured.

   1.2. Pollution:

       The sudden and accidental release or escape of oil, oily mixture, fuel, chemicals, waste materials or other pollutants arising from the operation and use of the Vessel up to a maximum of $500,000 to be inclusive of fines, punitive, aggravated or exemplary damages and legal costs and expenses unless otherwise specified in the Schedule.

2. Search and Rescue Costs:

   For search and rescue costs being levied on the Insured and/or the Vessel arising from an unintentional activation of one of the Vessel’s emergency rescue devices (such as EPIRB or GMDSS devices) when no emergency situation existed, provided that these costs cannot be recovered from any other source.

3. Legal costs:

   For payment of legal costs and disbursements reasonably incurred in contesting liability or issuing legal proceedings to limit liability and/or the legal costs and disbursements reasonably incurred in proceedings before an official inquiry by the state or authorities where the Accident occurred that gave rise to the death of the third party, provided that the instruction of lawyers has the insurers’ prior written approval.

4. Security Deposit:

   If the Vessel is arrested as a result of a liability Insured under This Insurance, the insurers will provide a security deposit, officially or judicially determined, up to an amount of $150,000.

5. Uninsured Boater:

   For bodily injury sustained onboard the Vessel caused by a third party Vessel that has left evidence of direct physical contact with the Vessel but where the operator or owner of the third party Vessel is not Insured and/or is not identified.

   This uninsured boater’s insurance does not cover claims where the injured person is eligible for benefits or compensation under any employer’s liability law, workmen’s compensation, Disability benefit or similar law or in respect of an injury where the uninsured Vessel is owned by the Insured or the same beneficial owner of the Insured.

6. Use of Other Vessels:

   6.1. The benefit of This Insurance is extended to cover the person named in the Schedule as the insured, being a natural person, for the legal liabilities covered by This Insurance when arising out of the use of a Vessel and its tender which has been borrowed or chartered and which is under the control of that person as captain.

   6.2. This extension also covers that person’s crew as Insured persons.

   6.3. This extension is not valid if the insurance is in the name of a Company, Consortium, Club, Partnership or legal entity other than a natural person.

   6.4. To the extent permitted by law, this extension will only provide compensation to the extent that the loss, damage or liability is not covered by any other insurance, and in particular any insurance attaching to the chartered or borrowed Vessel.

   6.5. This extension does not cover loss of or damage to the chartered or borrowed Vessel itself.

   6.6. This cover under Section B § 2.6 is effective worldwide.
7. **Marina Liability:***

For legal liability imposed in accordance with terms and conditions of a lease or agreement for the provision of a berth, mooring or storage facility for the Vessel.

### §2. Conduct of The Investigation, The claim or Action

The Insurer is entitled to investigate and settle at its sole discretion any claim or action brought by a third party. The Insurer reserves the right to appoint lawyers to represent the Insured or person claiming an indemnity under Section B §1.2 above.

### §3. Amount of Indemnity:

1. The Third Party Liability Limit specified in the Schedule shall be the maximum liability of the Insurer in respect of any one Accident or occurrence regardless of the number of Insured’s that may be specified in the Schedule or persons claiming an indemnity under Section B §1.2 above, the number of Vessels Insured under This Insurance, claims made or persons injured.

2. The insurer’s obligation to indemnify the Insured or person listed in Section B §1.2 above for legal costs and disbursements under Section B §1.3 above and/or costs incurred in complying with the duty to mitigate under Section D §2.7.2 shall be in addition to the indemnity under the Third Party Liability Limit specified in the Schedule.

3. Where a claim is asserted under the US or Canadian law and/or practice, irrespective of the jurisdiction, then the insurer’s total indemnity including cover under Section B §1.3 above and/or Section D §2.8.2 shall be the Third Party Liability Limit specified in the Schedule irrespective of whether legal costs were incurred solely as a result of the insurer’s instruction.

### §4. Deductible

The Deductible(s) specified in the Schedule will apply to each claim made under Section B and will be payable in addition to any deductible payable in respect of a claim under Section A.

### §5. Exclusions – Third Party Liability insurance:

This Insurance does not cover any liability, claim or expense arising directly or indirectly from:

1. Any fines, penalties and/or assessments by any authority and/or any punitive, multiple or exemplary damages of any nature whatsoever except as provided under Section B §1.1.2;

2. The use of any diving equipment by a person not in possession of the appropriate qualification and required licence, except in circumstances where a lesson or training is being given to an unqualified person by a member of the crew that is a qualified and licensed diving instructor;

3. The release, discharge or escape of oil, oily mixture, fuel, chemicals, waste materials or other pollutants which arises directly or indirectly from a deliberate or reckless act or omission by the insured, or where committed with the consent, approval or knowledge of the Insured;

4. Any claim for liability arising when a Trailer is connected to a motor vehicle;

5. Any liability assumed by the Insured or its representatives under any contract or agreement (including, but not limited to a contractual exclusion, limitation of liability or any waiver or limitation of the insurer’s subrogated rights of recovery) unless the insurer’s prior approval is set out in the Schedule or in an Endorsement;

6. Any claim against the Insured by any paid crew of the Vessel employed by the insured, or a crew agency, to be paid crew on board the Vessel or in connection with the Vessel;

7. The ownership, possession, use, storage, handling and/or control of any firearm or deadly weapon;

8. Any claim for damages by the Insured or the legal or beneficial owner of the Vessel;

9. Any disease that is transmitted by the Insured or anyone using the Vessel;
10. Any claim arising directly or indirectly out of or in any way connected with asbestos.

11. Liability that would otherwise, in any part, be covered under a statutory or compulsory insurance policy, compensation scheme or fund.

SECTION C. PERSONAL ACCIDENT INSURANCE

§1. Definitions – Personal Accident insurance:

Where the following words are used in Section C of this PDS, they have the meanings described below. These words are identified within Section C with capitalisation. All other defined terms set in the «Words with Special Meaning» section of the PDS continue to apply.

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. The word Accidental shall be construed accordingly. The following are also specifically deemed to be Accidents:

a) spraining, straining or tearing of joints, joint capsules, muscles, tendons, or ligaments, or abdominal or inguinal hernia, resulting from excessive exertion on limbs or spine, provided the Bodily Injury is not a Pre-Existing Medical Condition or a Degenerative Medical Condition;

b) drowning or asphyxia under water. Drowning shall be assumed if an Insured Person goes overboard and is not recovered within one (1) month of the Accident;

c) conditions associated with diving such as decompression sickness or barotrauma suffered by licensed divers or divers in training even if no specific Accident is identified.

d) Bodily Injury caused by the sudden escape of gases and vapours, fumes, dust clouds and acids;

e) rabies, tetanus or infection of wounds as the result of an Accident;

f) food poisoning caused by the one-off ingestion of a poisonous foodstuff provided that the onset occurs within forty-eight (48) hours of ingestion and is diagnosed by a Medical Practitioner within this time;

g) Bodily Injury sustained during the lawful defence of, or attempts to rescue, people or things;

h) Bodily injury caused by food deprivation or deprivation of medication or by the incorrect administration of essential medicines or foodstuffs as a result of an abduction or hostage-taking which commenced during the term of the Policy.

Accidental Death means death occurring as a result of a Bodily Injury.

Bodily Injury means a Bodily Injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the Bodily Injury and Accident both occur during the Policy Period and whilst the person is an Insured Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a Sickness or any Pre-Existing Medical Condition or Degenerative Medical Condition.

Close Relative means parent, spouse/partner, child, brother, sister, brother in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Country of Residence means the country:

a) of which the Insured Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Insured Person resident rights in such country); or

b) in which the Insured Person is residing on an overseas expatriate assignment.

Degenerative Medical Condition means any condition that has gradually developed over time affecting the Insured Person’s musculoskeletal system (muscles, bones, ligaments and joints, including vertebral discs and cartilage).
PRODUCT DISCLOSURE STATEMENT

Insured Person means a person who falls into one of the following categories and to whom premium has been paid or agreed to be paid by the Insured: the owner of the Vessel, the unpaid captain and crew, visitors and guests and unpaid persons carrying out maintenance, servicing, hauling out, launching, conversion and repair works on the Insured's behalf. They are a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the Insurance Contracts Act and on no other basis. An Insured Person is not a contracting Insured under the Policy with the Insurer. The agreement with the Insurer is entered into with the Insured. In the event that the Vessel is a chartered Vessel used in accordance with Section C §2.2 below, only the Insured as the captain and the crew members shall be Insured Persons under the Policy.

Medical Practitioner means an Insured Person’s attending doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

a) the Insured; or
b) the Insured Person; or
c) a Close Relative of the Insured Person.

Permanent Disability means the physical or mental capacity of the Insured Person is permanently impaired as the result of an Accident, as diagnosed by a Medical Practitioner. An impairment is deemed to be permanent if it is likely to exist for more than twelve (12) months from the date of Bodily Injury and at the expiry of that period there is no expectation of improvement in the condition.

Pre-Existing Medical Condition means

a) any physical defect, condition, illness, disease or mental health condition for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a doctor or dentist in the three (3) years immediately prior to becoming an Insured Person under the Policy; or
b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming an Insured Person under the Policy.

Professional Diver or Sportsperson means a person who dives or partakes in any sport for which they receive a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Sum Insured means the maximum benefit payable.

§2. Scope of Personal Accident insurance:

The insurance covers Accidental Death or Permanent Disability as a result of a Bodily Injury.

1. This Personal Accident insurance is effective worldwide and relates to Accidents which occur within the Policy Period in connection with the private pleasure use of the Vessel, its dinghies, Watersports Equipment (e.g. jet skis, water skis) used in connection with the Vessel, and swimming, snorkelling and diving from the Vessel. It also covers Accidents when the Vessel is participating in regattas, moored, laid-up, navigating in harbours, and being hauled or launched, maintained, serviced, converted or repaired.

2. This Insurance also covers Accidents which occur in connection with the use of a Vessel, where the Vessel has been chartered by the Insured and is under the Insured's control as captain, excluding any charter contracts which are for more than two (2) weeks duration, or are for commercial purposes, or include participation in any regattas or races.

3. This Insurance also covers Accidents which occur during an Insured Person's trip ashore not exceeding forty-eight (48) consecutive hours and where the trip ashore is not inclusive of the Insured Persons Country of Residence.

§3. Scope of Benefits:

The Sums Insured is specified in the Schedule. Unless otherwise specified:

- the most that will be paid under all claims made under Section C and related to Accidental Death is the Sum Insured specified in the Schedule for Accidental Death; and
- the most that will be paid under all claims made under Section C and related to Permanent Disability is the Sum Insured specified in the Schedule for Permanent Disability.
The amount of individual benefit is calculated in accordance with this section.

In respect of each category (either Accidental Death or Permanent disability), the maximum benefit to which each Insured Person is entitled (“Individual Entitlement”) per Accident is calculated by dividing the Sum Insured for the relevant category by the number of Insured Persons on board the Vessel at the time of the Accident, subject to the maximum Sums Insured per Insured Person for that category, as set out in the Schedule.

The following provisions set out the assessment of benefits:

1. **Permanent Disability benefit:**
   
   1.1. **Preconditions for benefit:**
   
      The Insured or Insured Person must claim for the Permanent Disability benefit by submitting a medical certificate to the insurers within twelve (12) months of the Accident. There is no entitlement to Permanent Disability benefit if the Insured Person dies as a result of the Accident. (see Section C §3.2 Accidental death benefit).

   1.2. **Type and amount of benefit:**
   
      The Permanent Disability benefit is paid as a lump sum. The amount of benefit is calculated as a percentage of the Individual Entitlement based on the degree of Permanent Disability caused by the Accident. In the event of loss or total functional incapacity of the following body parts and sensory organs as a result of an Accident, the following percentages shall apply:

      - Arm 75%
      - Arm above the elbow joint 70%
      - Arm below the elbow joint 65%
      - Hand 60%
      - Thumb 25%
      - Index finger 16%
      - Other finger 10%
      - More than three digits of one hand (where a digit is a thumb, index or other finger) 60%
      - Leg above mid-thigh 75%
      - Leg up to mid-thigh 70%
      - Leg below the knee 65%
      - Leg up to mid-calf 60%
      - Foot 50%
      - Big toe 8%
      - Other toe 4%
      - Eye 50%
      - If, however, the vision in the other eye had already been lost before the accident 75%
      - Hearing in one ear 35%
      - If, however, the hearing on the other ear had already been lost before the accident 50%
      - Sense of smell 15%
      - Sense of taste 10%
      - Voice 70%

      For Partial loss or partial impairment of function of the above body parts and sensory organs, a pro-rata portion of the above applicable percentage applies.

   1.3. **For any body parts and sensory organs that are not listed in Section C §3.1.2 above, the percentage applied is calculated according to the degree of impairment of the normal physical or mental capacity as a whole. Only professional, written medical opinions and assessments shall be considered when calculating such percentages. The maximum payable is 50% of the Permanent Disability Sum Insured.**

   1.4. **If several body parts or sensory organs are impaired by the Accident, the assessed benefits shall be added together, subject to a maximum benefit of 100% of the Individual Entitlement.**

2. **Accidental Death benefit:**

   It is a precondition for the payment of an Accidental Death benefit that the Insured Person died as a direct result of the Accident within twelve (12) months of the Accident. Attention is drawn to the specific obligations set out in Section C §5.6. below.
3. Additional Benefit - Accident emergency transport & funeral costs abroad:

In the event of an Accident occurring outside the Insured Person's Country of Residence, necessary and reasonable costs of up to $30,000 incurred as a result of the Accident shall be reimbursed in respect of the following:

3.1. transportation of the Insured Person who has sustained a Bodily Injury, deemed necessary and ordered by a Medical Practitioner, to a hospital or a specialist clinic; also the additional expenses for that Insured Person's return transport to their Country of Residence if on medical orders or unavoidable due to the type of Bodily Injury;

3.2. in the event of Accidental Death suffered outside the Insured Persons Country of Residence, the costs incurred in the repatriation of their body or ashes to a place nominated by the legal representative of the Insured Persons estate, and/or the reasonable funeral, burial or cremation and associated expenses incurred outside the Insured Persons Country of Residence.

Any amount paid under this section is in addition to the Sum Insured.

4. Additional benefit - Accident emergency medical costs abroad:

In the event of an Accident occurring outside the Insured Person's Country of Residence, all necessary and reasonable medical costs, up to $30,000, which are incurred as the result of treatment provided by a Medical Practitioner; and which due to the nature of Bodily Injury cannot not have been postponed until the Insured Person returned to their Country of Residence, shall be reimbursed to the Insured or Insured Person. Any amount paid under this section is in addition to the Sum Insured.

A $75 Deductible applies to a claim made under this section A §4.4.

This section A §4.4 does not provide cover for any costs which are covered by Medicare, under a reciprocal health scheme, or which would result in the Insurer contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

§4. Exclusions – Personal Accident insurance:

There is no cover under this Policy with respect to any loss, damage, liability, Accidental Death, Permanent disablement or Bodily Injury which result directly or indirectly from:

1. a Pre-Existing Medical Condition or Degenerative Medical Condition, an Accident suffered as a result of a stroke, epilepsy or other seizures which affect the Insured Person's entire body, if the stroke, epilepsy or other seizures were not caused by an Accident covered by this policy; this does not apply to Insured events under Section C §3.2;

2. an Insured Person being under the influence of intoxicating liquor; including having a blood alcohol content over 0.05%, or being under the influence of any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with a Medical Practitioner's advice;

3. any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Insured or the Insured Person;

4. war or civil war;

5. Accidents to crew members appointed for remuneration;

6. Accidents to an Insured Person when acting as a Professional Diver or Sportsperson;

7. Accidents to persons who have chartered the Vessel from the Insured and persons who jointly use the Vessel with any person who has chartered the Vessel from the Insured, unless otherwise agreed;

8. the following Bodily Injuries:

8.1. bleeding from internal organs and brain haemorrhages, unless directly caused by an Accident event which is covered by This Insurance;
8.2. Bodily Injury caused by radiation.

However, this exclusion does not apply to the malfunction or misuse of equipment delivering X-rays, laser radiation, maser radiation and artificially generated ultraviolet radiation following an Accident.

8.3. Bodily Injury caused by therapeutic treatments or surgery.

However, this exclusion does not apply if the therapeutic treatments or surgery, including radio-diagnostic and radio-therapeutic treatment or surgery, are carried out as the result of an Accident which is covered by This Insurance, or are carried out by violent acts of third parties.

8.4. Infections, with the exception of those specified in the definition of Accident.

8.5. Poisoning as a result of the oral ingestion of solid or liquid substances with the exception of food poisoning as specified in the definition of Accident.

8.6. Abnormal disorders resulting from psychological reactions which cannot be directly and causally attributed to Bodily Injury, even if these are caused by an Accident.

§5. Obligations on the Insured Person when there is an Accident:

1. Following an Accident for which it is anticipated that a claim for benefit will be made under this Policy, the Insured Person must immediately consult a Medical Practitioner, follow the Medical Practitioner’s orders and notify Pantaenius of the Accident event and the Medical Practitioner’s orders.

2. A Notification of Accident Form will be sent to the Insured and must be completed truthfully and returned immediately. Any additional relevant information which has been requested by the Insurer must be provided in the same way.

3. If Medical Practitioners are instructed by or on behalf of the insurers, the Insured Person must agree to be examined by such Medical Practitioner’s. The Insurer shall bear the necessary costs of attending such examination including the Insured Person’s loss of earnings (if any) during such attendance and the costs of the examination.

4. If loss of earnings is not substantiated by the Insured Person, then a fixed amount shall be reimbursed amounting to 1% of the Sum Insured for Permanent Disability up to a maximum of $600.

5. Any Medical Practitioners who has treated or examined the Insured Person, whether as a result of the Accident or not, any hospitals and other medical establishments, other personal insurers, statutory sickness funds, workers’ compensation insurers and authorities must be authorised to release all requested information. If consent has been given prior to the Accident, the insurers shall inform the Insured Person prior to the collection of personal health data. The Insured Person may object to such data being collected, however, this may lead to the loss of the Insured Person’s right to claim any benefit. The Insured Person may at any time request that data only be collected if consent has been obtained for the individual collection.

6. If the Accident results in Accidental Death, this must be reported within forty-eight (48) hours, or as soon as reasonably practical, even if the Accident has already been reported.

7. The insurers shall be granted the right to have a post-mortem examination carried out by an instructed Medical Practitioners, if the insurers consider this to be necessary to the establishment of any right to benefit under the Policy.

8. Failure to comply with the notification deadlines for individual types of benefit may invalidate the claim.

9. Breach of any of these conditions may invalidate the Policy. In the event that the breach is negligent, the insurers may elect to continue to provide cover and meet the claim for the Accident, but any benefits payable under the Policy shall be reduced proportionately to the degree of negligence.

The insurance cover under the Policy may not be invalidated if the Insured Person can prove that the breach of the obligation did not cause or affect the Accident or the establishment or extent of the benefit, and provided the breach is not fraudulent.

If the Insured Person does not consult a Medical Practitioners until the true extent of Bodily Injury becomes known, or if it was initially believed that there were no consequences of the Accident and there was therefore no immediate notification of claim, this will not be deemed to be a breach of obligations. Neither will it be deemed a breach if an obligation was unintentionally not fulfilled but was then immediately fulfilled after such obligation was identified.
§6. Payment Date of Benefits:

1. The Insurer will bear any medical fees incurred in order to substantiate the claim if they have commissioned them. They will not bear any additional costs.

2. If the claim is accepted, or if there is agreement as to the cause and the amount, the benefit shall be provided within two (2) weeks.

3. If it is established that there is a right to Permanent Disability benefits under this Policy, but the degree of Permanent Disability has not been established, an appropriate advance payment shall be made upon request. During the twelve (12) months immediately following the Accident, this payment shall not exceed the amount Insured for Accidental Death benefit, unless all treatment has been completed.

SECTION D. GENERAL TERMS AND CONDITIONS

§1. General Exclusions Applicable to All Sections of This Insurance:

This Insurance does not cover loss, damage, liability, death, injury, claim or expense arising directly or indirectly, in whole or in part from:

1. War, Strikes and Political Acts:

Loss of or damage to the Vessel or any liability arising from or caused by strikes, locked out workmen or persons taking part in labour disturbances, riots or civil commotions, war, civil war, revolution, capture, seizure, arrest or detainment, terrorism or any person acting from a political motive, confiscation, appropriation (unless cover is provided under Section A.1, in which case this exclusion does not apply);

2. Nuclear Hazard:

Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

3. Chemical, Biological and Other Weapons:

The use of chemical, biological or bio-chemical substances, electro-magnetic waves, any computer system, virus or process or any electronic system as a weapon or as a means of inflicting harm;

4. Illegal Acts:

Operation or use of the Vessel for any illegal activity or purpose, so far as the Insured can control the matter;

5. Deliberate Acts or Omissions:

The deliberate acts or omissions of the Insured or deliberate acts or omissions committed with the consent, approval or knowledge of the Insured;

6. Racing:

6.1. any racing of the Vessel or its Tenders or watercraft when under power, including the associated speed trials;

6.2. unless specified in the Schedule, any sailboat racing of the Vessel named in the Schedule of more than 250 nautical miles.

For sailboat racing of less than 250 nautical miles, This Insurance applies only if the race is organised/sanctioned by a registered yachting association.

7. Non-compliance with safety regulations or licences:

Any claim, if the Vessel;

7.1. was under the control of any person who does not hold relevant licences as required by the flag state of the Vessel and/or the relevant authorities, unless the Insured had reasonable grounds to believe, and did so believe, that the operator was in possession of such licences;
7.2. did not comply with any applicable safety regulations of the flag state of the Vessel or the state having jurisdiction over the waters in which the Vessel was located;

7.3. was under the control of a person who is under the influence of alcohol or drugs;

7.4. was under the control of a person who did not have the necessary experience and training to reasonably control the Vessel.

8. **Prejudice of the Rights of the insurer:**

Any contractual exclusion or limitation of liability, waiver or any other limitation of the insurer’s subrogated rights of recovery (unless approved in advance in writing by the insurer);

9. **Incident covered under another Section:**

A claim that is already recoverable under another section of This Insurance;

§2. **General Terms and Conditions Applicable to All Sections of This Insurance:**

The following terms and conditions regulate This Insurance and the requirements set out below must be strictly complied with or we may be entitled to reduce or refuse to pay a claim to the extent permitted by law and/or cancel the policy:

1. **Change in Risk:**

The Insured is required to notify Pantaenius as soon as reasonably possible of any modification to the Vessel or any change in the information provided prior to inception of the policy, whether in the proposal or application form or in any other communication. Failure to do so may entitle us to reduce our liability under This Insurance in respect of a claim, cancel the policy, or both.

2. **Policy Period:**

The Policy Period is as specified in the Schedule subject to the terms contained in this PDS and policy.

3. **Navigational Limits:**

This Insurance provides cover only if the Vessel is within the Navigational Limits specified in the Schedule.

Unplanned departures from the Navigational Limits specified in the Schedule, when undertaken for emergencies or for weather routing, will not invalidate This Insurance, but must be reported as soon as possible.

4. **Use of the Vessel:**

This Insurance covers the Vessel while the Vessel is afloat, in commission, while being used for private and pleasure purposes, for business entertainment, while laid up, while being exhibited at a recognised boat show or navigated for demonstration purposes, while ashore, at a shipyard or repair facility, while being lifted and launched and while being moved ashore.

5. **Charter of the Vessel:**

Unless otherwise stated in the Schedule the Insured warrants that the Vessel will not be used for commercial purposes or for reward by way of charter party or otherwise.

No cover will be provided by the Policy if the Vessel is used for commercial purposes or for reward by way of charter party or otherwise. The Vessel will only be covered under This Insurance for a charter period if the Schedule or an Endorsement states that commercial usage of the Vessel is covered under This Insurance and any additional premium has been paid.

6. **Avoidance of loss:**

The Insured is required to take all reasonable measures to avoid loss, damage or liability which would be recoverable under This Insurance. The Insured must act as if uninsured. If the Insured fails to take such reasonable measures, the insurer’s liability to the Insured under this policy shall be reduced to the extent that the loss, damage or liability claimed is caused or contributed to by the Insured’s failure to do so.
7. Insured’s duties in the event of an incident which might be covered under This Insurance:

In the event of an occurrence which may give rise to a claim under This Insurance, the Insured must comply fully with the following obligations:

7.1. Notification:

Notify Pantaenius in the first instance without delay of every event which may give rise to a claim under This Insurance by sending a completed claim form signed by the Insured to Pantaenius by mail, e-mail or telefax.

Immediately notify the relevant government authority (i.e. police or coastguard) of any incidence of fire, or if the Insured believes a crime has been committed or if required to do so by local practice or law and provide the incident reference number to the insurer.

7.2. Duty to mitigate:

Take all reasonable measures to minimise any loss, damage or liability that may be recoverable under This Insurance and to minimise liabilities to third parties. The Insured is required to act as if it was uninsured. If the Insured fails to take such reasonable measures, the insurer’s liability to the Insured under this policy shall be reduced to the extent that the loss, damage or liability claimed is caused or contributed to by the Insured’s failure to do so.

7.3. Inspections & Retained Parts/Evidence:

7.3.1. Allow inspections, as many times as necessary, of the damaged Vessel or equipment by the insurer’s representative(s).

7.3.2. Do not affect any repairs or replacement until the Insurer has approved the claim.

7.3.3. Retain for inspection all parts which may be regarded as evidence of loss or of cause of damage or liability.

7.4. Information and Documents:

Provide the Insurer with detailed and accurate reports, invoices, receipts, and other bills regarding the circumstances of the Insured event and of the sustained loss, damage or liability within a reasonable time of the Insured event and permit extracts and copies of such documents to be made.

7.5. Admission of Liability:

The Insured must not make any admission of liability or agree any settlement with a third party (whether relating to the liability of the Insured or the Insured’s rights of recovery from the third party) without the express written consent of the Insurer.

7.6. Notices and Summonses:

The Insured must immediately forward to the Insurer any written demand, notice or court document in connection with any liability potentially giving rise to a claim under This Insurance.

7.7. Examination under Oath:

Submit to an examination under oath, as many times as necessary, and, in so far as it is within the Insured’s power, ensure that any employees, or others associated with the Vessel, co-operate with the Insurer and its representative(s) and submit to examination under oath with the Insurer and/or their representative(s).

7.8. Witnesses:

Provide the Insurer 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/recovery claim.

7.9. Co-operation:

Provide full co-operation to the Insurer and/or its representative(s) in the defence of any liability claim, including providing any letters of demand, claim forms, writs, and other legal documents to Pantaenius as soon as they are received and take no action without the approval of the Insurer and/or its representatives.
7.10. Subrogation:

Upon payment of any loss, damage or expense, the Insured agrees that the Insurer shall be subrogated to all the rights of the Insured to the extent of such payment. The Insured shall co-operate fully with the Insurer and/or its representative(s) and provide all reasonable assistance in advancing any subrogated claim including providing all relevant documentation, evidence and the giving of oral evidence as necessary.

7.11. Fraudulent claims:

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured’s behalf to obtain any benefit under this policy, or if any loss hereunder be occasioned by the willful act or with the connivance of the Insured, the insurers, without prejudice to any other right(s) they might have under this policy, shall be entitled to refuse to pay such claim and/or the policy.

8. Premium:

8.1. Premium due in full prior to inception: The premium is due and payable in full by the Insured prior to the commencement of the Policy Period.

8.2. Premium due by two or more instalments:

Where it is agreed in writing by the Insurer that the premium is to be paid by two or more instalments:

a) The first instalment of premium is due and payable in full by the Insured prior to the commencement of the Policy Period.

b) The Insured must pay each subsequent premium instalment on its due date.

9. Currency:

Payments by the Insurer and the Insured under This Insurance will be made in the currency of the sums Insured and premium stated in the Schedule.

Where amounts are expressed in Australian Dollars in this Product Disclosure Statement, the equivalent in the currency of the sums Insured stated in the Schedule shall apply.

10. Change of Ownership:

If you intend to transfer your Vessel to a new owner, you must give Pantaenius notice of this at least 30 days’ before the date of transfer.

If you give this notice, and subject to full compliance with all the terms and conditions of the insurance, including any express conditions and warranties specified in the Schedule, the cover under This Insurance will be transferred to the new owner(s) of the Vessel. This extension of cover will in no circumstances apply if there is a condition on the Schedule requiring the captain of the Vessel to be expressly approved by the insurers and the new owner(s) has not obtained such approval.

If you do not give us 30 days’ notice of the transfer; the insurance shall end from the time when the Vessel is sold or transferred to new ownership or there is a change in the controlling interest of the Insured and a proportionate return of the unused premium shall be made by the Insurer if there has been no claim.

11. Assignment:

No assignment of or interest in This Insurance or any amount payable under This Insurance shall be recognised by the insurer, without the prior written consent of the Insurer.

12. Loss Payee:

Unless agreed to the contrary, all claim payments for physical loss of or damage to the Vessel under This Insurance shall be paid to the Insured specified in the Schedule or any Endorsement.
13. Other insurance:

If the Insured has other insurance in respect of a loss recoverable under This Insurance;

13.1. unless otherwise specified in This Insurance, to the extent permitted by law the Insurer will pay only the rateable proportion of the loss that This Insurance bears to the total amount of all insurance covering the loss; and

13.2. the Insurer reserves its right to recover contribution from any other Insurer liable in respect of the same loss.

14. Distribution of recoveries:

In the event of recoveries from third parties in respect of any claim which has been paid in whole or in part by the Insurer under This Insurance, all such recoveries shall be distributed between the Insurer and the Insured in accordance with section 67 of the Insurance Contracts Act 1984 (Cth).

15. Notices:

Notices are to be given in writing. Notices to the Insured will be sent to the address of the Insured specified in the Schedule. Notices to the Insurer are to be sent to Pantaenius at the address specified in the Schedule.

16. Safety Legislation:

It is a condition of this policy that anyone in control of the Vessel complies with any relevant laws, and ensures that the Vessel conforms with any applicable safety regulations and obtains permits, certificates or licences required in accordance with the laws of Australia.

17. Law:

Unless the Schedule 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.

18. Jurisdiction:

Unless the Schedule provides to the contrary, This Insurance shall be subject to the exclusive jurisdiction of the Courts of Australia.

19. Legal Actions against the insurer:

No action shall be brought against the Insurer under This Insurance unless:

19.1. the Insured has complied fully with all the requirements of This Insurance; and

19.2. such action is commenced within two years from the date of that happening or occurrence from which the claim arose.

20. 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).

21. Insurer’s Share:

In the event that a section of This Insurance is underwritten by more than one Insurer; each Insurer subscribing to that section of This Insurance shall only be liable for its share of the indemnity, i.e. there is no joint liability. Any agreement between the leading insurer(s) of a particular section of This Insurance and the Insured is binding on all other insurers subscribing to that section of This Insurance.

22. Severability:

The invalidity of unenforceability of any provisions of This Insurance Agreement shall not affect the validity or enforceability of any other provision of This Insurance Agreement which shall remain in full force and effect.
14. OUR OBLIGATIONS TO YOU

14.1. Renewal:

At least 21 days before the end of your Policy Period, Pantaenius will send you a renewal notice which will set out your renewal terms.

14.2. Cooling off/Cancellation of Your policy:

(a) 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. To exercise this right, you must return your Schedule(s) to Pantaenius 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.

(b) Cancellation by You

You can cancel This Insurance at any time by giving Pantaenius 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.

(c) Cancellation by Us during the Policy Period

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.

14.3. Refund of premium:

If your policy is cancelled and you have not made any claim, we will refund part of that part of the premium, if any, which is equal to the unexpired Policy Period less any non refundable government charges.

14.4. Making a claim:

To make a claim under your policy, you must contact Pantaenius.

Pantaenius will provide you with a claim form which includes guidelines and instructions on how to complete the form. Once Pantaenius receives your claim form with a description of the incident and any loss or damage, Pantaenius will:

- check whether the incident and damage are covered by your policy; and
- check that your premiums were paid at the time of the incident.

We will only pay a claim for the repair to your Vessel or for payments to third parties if you have properly disclosed the risk before entering into your policy and if we have accepted your claim.

14.5. How GST applies to any payments under Your policy:

For the purposes of this Section 15.1 - 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.

14.6. 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 Pantaenius collects, uses and discloses personal information, how to access or correct your personal information held by the Insurer or Pantaenius, or how to make a complaint, please contact us on (02) 9936 1670 or you may view the Pantaenius Privacy Policy at www.pantaenius.com.au.

Chubb Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (Chubb).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

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 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

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.
When do We disclose 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, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

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 the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

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. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Please return the form to:

Email: customer@combined.com.au
Fax: +61 2 9922 2096
Address: PO Box 403 North Sydney NSW 2059

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

BHSI Privacy Statement

BHSI, along with all companies in the Berkshire Hathaway group of insurance companies, are committed to safeguarding your privacy and the confidentiality of your personal information. BHSI, and entities acting on BHSI’s behalf, only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including managing and administering any claim made by you. Without your personal information, BHSI may not be able to issue insurance cover, administer your insurance or process your claim. BHSI will only use your personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes outlined above.

BHSI may disclose your personal information to other companies in the Berkshire Hathaway group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in New Zealand, India, Malaysia, Singapore, Hong Kong, Germany, UAE, the United Kingdom and the United States of America. Where such disclosure is made, BHSI makes all reasonable efforts to ensure
that the arrangements BHSI has in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

If you wish to obtain details of the personal information BHSI holds about you (including contacting BHSI to correct or update the personal information BHSI holds about you), or if you have a complaint about a breach of your privacy, please refer to BHSI’s privacy policy available at http://www.bhspecialty.com/privacy-policy.html or contact BHSI’s Privacy Officer by email to australasia.privacy.compliance@bhspecialty.com.

BHSI reserves the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if you are seeking information on another person’s behalf, BHSI will require written authorisation from that individual.

HDI Global Specialty SE Privacy Statement

HDI Global Specialty is committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (the “Act”) and the Australian Privacy Principles (APPs). In this section dealing with Privacy, “We”, “Our” and “Us” refers to HDI Global Specialty.

Further information about Our Privacy Policy is available at:
- www.hdi-specialty.com/int/en/legals/privacy
- or by contacting HDI Global Specialty on (02) 8646 8307

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:
- You, if an individual; and
- other individuals You provide information about.

WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information (including sensitive information) so We can:
- underwrite and administer Your insurance cover;
- advise You about and determine what other service or products We can
  i) provide to You, or;
  ii) that may interest You.
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing Policies, issuing You with a Policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Us declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from someone else.
This may include:
- our authorised representatives;
- other insurers;
- our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- personal information provided to Us by Pantaenius.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:
- this privacy notice;
- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

If it is sensitive information We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information.

TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

While underwriting and administering Your Policy, managing Your claims as well as providing services to You, we may disclose Your information to entities to which We are related, insurers, reinsurers, contractors, Our representatives or third party providers providing services related to Us or who are administrating Your policy;
- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and membership networks;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, Loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

We also may need to disclose information to persons located overseas including United Kingdom and the European Union. These countries are listed in Our Privacy Policy and may change from time to time and as may be notified in Our Privacy Policy.

You can contact Us for more details or refer to Our Privacy Policy available at Our website: www.hdi-specialty.com/int/en/legals/privacy
MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

Our Privacy Policies contain information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to Us.

In some circumstances permitted under the Privacy Act 1988, We may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to Our Privacy Policy.

COMPLAINTS

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

CONSENT

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

CONTACT US AND OPTING OUT

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

HDI Global Specialty:
By phone: (02) 8646 8307
By email: PrivacyAustralianBranch@hdi-specialty.com
In writing: Privacy Manager, HDI Global Specialty SE
Tower 1, Level 33,
100 Barangaroo Avenue, Sydney NSW 2000.

14.7. General Insurance Code of Practice:

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

14.8. Complaints:

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Pantaenius Australia Pty Ltd including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Pantaenius Australia Pty Ltd
33/6 Jubilee Avenue
Warriewood, NSW 2102
phone + 61 2 9936 1670
email complaints@pantaenius.com.au
You will need to provide:

- your name and surname;
- your policy &/or claim number (if applicable);
- the date and time that the issue arose; and
- a description of the issue.

The members of our complaint handling team are trained to handle complaints fairly and efficiently. We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of Chubb’s internal dispute resolution team, who are independent to Pantaenius’ complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

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.

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
W 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.
15. FINANCIAL CLAIMS SCHEME

Each Insurer is an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to https://www.fcs.gov.au for more information.

16. SANCTIONS

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or its ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the United Kingdom, Australia or the United States of America.

17. UPDATING AND OTHER DOCUMENTS WHICH MAY COMPRISE THIS PDS DOCUMENT

Information in this PDS may need to be updated from time to time to take account of changes or to add to the PDS. You can obtain a copy of any updated information by contacting us. If we materially change anything which generally affects a policy which has been issued, we may provide all insureds with a new PDS or supplementary PDS. In each individual case we will notify an individual Insured in respect of changes to their individual insurance policy. Updates will also be available on the website:

pantaenius.com.au

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