

WESTPAC BOAT INSURANCE

Comprehensive cover.

Westpac insurance products are
underwritten by Tower Limited.



Contents

Welcome to Westpac Insurance	3	Section 2: Liability protection	14
Your benefits summarised	4	This is your third party cover	14
How your policy works	5	Reparation	14
Words with special meaning	5	Defence Costs.....	15
The claims process	6	You have other benefits under Section 2	16
What your cover includes	7	Discharge of polluting substances	16
What we cover	7	Marina liability.....	16
What we do not cover	7	Water-skiing.....	17
What your boat can be used for.....	7	Section 3: Accidental death	
Special terms for certain types of boat.....	7	or injury cover	18
Who can be in control of your boat.....	9	Accidental death and funeral expenses.....	18
We do not cover you if you have other insurance.....	9	Permanent injury	18
Section 1: What your boat is insured for	10	What you're not covered for	19
Comprehensive cover	10	These are your policy exclusions.....	19
Loss that happens to your boat, on land, on water, in storage or on its own trailer	10	You have certain responsibilities	26
You have other benefits under Section 1	10	How to make a claim	27
Emergency equipment restoration	10	You have certain responsibilities at claim time	27
Emergency rescue and emergency repair costs	10	How we'll look after your claim	28
Keys and locks lost or stolen.....	11	What excesses you may need to pay	29
New boat replacement	11	Dismantling, diagnosis and reassembly costs	29
One event – one excess	11	How we'll settle your claim	29
Recovery and temporary storage costs.....	11	Other important information	32
Reimburse fishing tournament and yacht racing event entry fees	12	You can cancel this policy.....	32
Replacement boat cover.....	12	We may cancel this policy.....	32
Social yacht racing.....	12	Making changes to this policy	32
Transport and accommodation costs.....	12	Other parties with a financial interest.....	32
You can choose optional benefits under		This policy is under New Zealand law	32
Section 1	13	How we'll communicate with you	33
Boat trailer	13	We're here to help.....	33
Lay-up cover	13	Glossary	34
Recreational equipment	13		

Westpac general insurance products are arranged by Westpac New Zealand Limited (Westpac) and underwritten by Tower Limited (Tower). None of Westpac Banking Corporation ABN 33 007 457 141 (incorporated in Australia), Westpac, or any member of the Westpac group of companies guarantee the obligations of, or any products issued by, Tower or any member of the Tower group of companies. Westpac will receive commission payments as a result of the arrangement of Tower policies.

WELCOME TO WESTPAC INSURANCE

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Westpac Boat Insurance Comprehensive cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you what you're covered for.

It's just one thing we do to give you a little more confidence in your insurance cover.

As part of our commitment to you, this document has been awarded the WriteMark®. This means it meets an internationally recognised plain language standard.



Your benefits summarised

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from [page 7](#) of this document.

Cover	Benefit amount
Section 1 – Comprehensive cover	
Fire and theft cover	Lesser of market value or sum insured
Other accidental loss	Lesser of market value or sum insured
Emergency equipment restoration	\$1,500 fire extinguishers and safety flares \$500 battery Repack life raft
Emergency rescue and emergency repair costs	\$25,000
Keys and locks lost or stolen	\$1,000 No excess
New boat replacement	Included
One event – one excess	Included
Recovery and temporary storage costs	Reasonable costs
Reimburse fishing tournament and yacht racing event entry fees	\$1,000
Replacement boat cover	Market value up to \$250,000 for 14 days
Social yacht racing	Included
Transport and accommodation costs	\$500
Section 1 – Optional benefits	
Boat trailer	Optional
Lay-up cover	Optional
Recreational equipment	Optional \$5,000 or \$10,000
Section 2 – Liability protection	
Liability protection	\$5,000,000
Bodily injury	\$100,000
Reparation	\$1,000,000
Manslaughter defence costs	\$5,000
Other defence costs	Reasonable costs
Discharge of polluting substances	\$500,000
Marina liability	\$5,000,000
Water-skiing	Death or injury \$100,000 Property damage \$5,000,000
Section 3 – Accidental death or injury cover	
Accidental death, funeral expenses, and permanent injury to you	Accidental death \$5,000 Funeral expenses \$5,000 Permanent loss of sight or limb \$5,000 Permanent loss of thumb or index finger \$1,000

How your policy works

Your Westpac Boat Insurance – Comprehensive cover consists of three documents: your application, this policy wording and your **Certificate of insurance**.

Make sure you read your policy wording and the **Certificate of insurance** so you understand the cover we're providing and what your obligations are.

This policy wording describes the benefits, exclusions, responsibilities, and limits of your cover.

Your **Certificate of insurance** tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

There are limits and exclusions throughout this policy wording and on your **Certificate of insurance** that will apply to this cover.

We agree to cover you according to the terms outlined in these two documents, as long as you have paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please contact us on **0800 639 520**.

Words with special meaning.

In this policy some words have a special meaning.

We, us or our.

When we use these words, we mean Tower Limited.

You or your.

When we use these words, we mean the person or persons or corporate body named on your **Certificate of insurance** as the insured. Where you jointly own the **boat**, the policy insures you jointly.

Some other words also have a special meaning, for example, '**loss**'. We've put those words into bold so they're easy to find. You can find out what those words are and what they mean in the Glossary on [page 34](#).

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready.

Here's what to do and when.

What you do.

- 1**
 - Make sure you're safe
 - Make sure your property is safe
 - Call the Police Coastguard if you need immediate assistance
 - Take photos of the damage if you can
- 2**
 - Check your policy wordings
 - Collect up any documents required and provide these to us
 - Start an inventory of losses
 - Call us or go to Westpac One® digital banking to make a claim

What we'll do.

- 3**
 - Explain how the claims process works
 - If you want to proceed, we'll lodge your claim
 - We may ask for more information
 - Tell you what's going to happen next
 - Arrange an assessor if required
 - Decide whether the claim fits the terms of the policy
 - If your claim doesn't fit within the policy, we'll clearly explain why
- 4**
 - Process your claim as fast as we can
 - Keep you informed of what's happening
 - If your claim has been accepted, we'll settle it as soon as we can

What your cover includes

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on **0800 639 520** and we'll explain it to you.

What we cover.

We cover the following when shown on your **Certificate of insurance**:

1. your **boat**
2. any **recreational equipment** you have chosen and we have agreed to insure under the Recreational equipment optional benefit on **page 13** and as listed on your **Certificate of insurance**
3. any **boat trailer** you have chosen to insure under the Boat trailer optional benefit on **page 13**.

We also cover any fixtures and chattels purchased for and used on board your **boat** that are not otherwise insured. These are included in your **boat** sum insured.

What we do not cover.

Your policy does not cover:

1. any **recreational equipment**, other than the cover provided by the Recreational equipment optional benefit on **page 13**
2. the **boat trailer** unless you have selected the Boat trailer optional benefit on **page 13**.
3. your **boat** if it includes any **modifications** from the maker's standard specifications unless we've agreed to this and it is noted on your **Certificate of insurance**
4. your **boat trailer** tyres, unless the **loss** was malicious, or it occurs at the same time as other **loss** to your **boat trailer**, and we've accepted your claim
5. any personal items belonging to you, your family, or any passengers on your **boat**.

What your boat can be used for.

Your **boat** is covered for **loss** only while it is being used for social, domestic, or recreational purposes within **New Zealand's geographical limits**.

Your **boat** is also covered while it is being used for volunteer marine rescue or first response.

Special terms for certain types of boat.

These special terms, conditions, exclusions, and **excesses** apply for all trailer craft, jet skis, and moored craft.

1. Trailer craft:

a. Submersion

We'll cover you for **loss** arising from submersion when your **boat** is left unattended while moored or at anchor.

Limits

We'll cover you for submersion as long as you, or the person who is in control of your **boat** with your permission at the time, physically checks it at least once every 24 hours while it's moored or anchored.

If we accept your claim for **loss** arising from submersion while moored or at anchor your standard excess applies provided you meet both the following requirements:

- i. your **boat** has an automatic and operational bilge pumping device installed
- ii. your **boat** has a self-draining cockpit, adequate storm covers and backdrops in place.

If you, or the person who is in control of your **boat** with your permission at the time, don't meet these requirements, you must pay an **excess** of the greater of \$500 or 10% of the Section 1 sum insured. instead of your standard **excess**.

b. Theft excess

An additional **excess** of \$1,000 is payable when all of the following occur:

- i. your **boat** suffers a total **loss** after being stolen while on its **trailer**
- ii. there are no visible signs of violent and forcible entry to its place of storage
- iii. your **trailer** is not fitted with a recognised anti-theft device (not being any combination of padlocks, chains, and cables).

2. Jet skis

a. Water ingress

An additional **excess** of \$5,000 is payable when water ingress causes **loss** to your **boat motor** or electrical components but there has been no impact with a solid object causing a break in the **hull**. By water ingress, we mean water getting into the **hull** without there being a break in the **hull**. The seat detaching from the **hull** isn't a break in the **hull**.

b. Theft excess

An additional **excess** of \$1,000 is payable when all of the following occur:

- i. your **boat** suffers a total **loss** after being stolen while on its **trailer**
- ii. there are no visible signs of violent and forcible entry to its place of storage
- iii. your **trailer** is not fitted with a recognised anti-theft device (not being any combination of padlocks, chains, and cables).

3. Moored boats

a. Transit

We cover land transit of professionally built **boats** that are constructed of fibreglass, steel, or aluminium materials. The **boat** must be loaded, transported, and unloaded by professional, specialist boat haulage operators.

Limits

An **excess** of the greater of \$1,000 or 1% of the Section 1 sum insured is payable instead of your standard **excess**.

b. Slipping, cradling, and launching

We cover your **boat** during occasional slipping, cradling, and launching while it is undergoing maintenance and repair.

c. Submersion

We'll cover you for **loss** arising from submersion when your **boat** is moored or at anchor at the situation specified on your **Certificate of insurance**.

We'll also cover you for **loss** arising from submersion when your **boat** is left unattended while moored or at anchor away from your home **mooring** or anchorage.

Limits

We'll cover you for submersion as long as you, or the person in control of your **boat** with your permission at the time, physically checks it at least once every 24 hours while it's moored away from your home **mooring** or anchorage.

If we accept your claim for **loss** arising from submersion while moored or at anchor anywhere, your standard **excess** applies provided you meet both the following requirements:

- i. your **boat** has an automatic and operational bilge pumping device installed
- ii. your **boat** has a self-draining cockpit, adequate storm covers and backdrops in place.

If you, or the person in control of your **boat** with your permission at the time don't meet these requirements, you must pay an **excess** of the greater of \$500 or 10% of the Section 1 sum insured.

Who can be in control of your boat.

We provide cover for any person who is in control of your **boat** with your permission.

You must tell us if any person covered by this policy is charged with any criminal offences. Refer to the section You have certain responsibilities on [page 26](#) for full details.

We do not cover you if you have other insurance.

This policy does not cover any **loss** or liability if you're covered for that same **loss** or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy.

Section 1: What your boat is insured for

Comprehensive cover.

Loss that happens to your boat, on land, on water, in storage or on its own trailer.

Loss means sudden and **accidental** physical loss or sudden and **accidental** physical damage occurring during the **period of insurance** within **New Zealand's geographical limits**.

You have other benefits under Section 1

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the **boat market value** or sum insured and is not in addition to it.

We have detailed any specific exclusions under each automatic benefit.

The exclusions in the What you're not covered for on [page 19](#) also apply.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Emergency equipment restoration.

We'll contribute to either the replenishment, replacement or re-packing of **emergency equipment and safety gear** used by you following a **loss** to your **boat** and we've accepted your claim.

We pay this benefit in addition to your **boat's market value** or sum insured.

Limits.

We'll pay:

1. up to \$1,500 for the replenishing or refilling of fire extinguishers and the replacement of safety flares
2. up to \$500 for each emergency position-indicating radio beacon (EPIRB) (or similar emergency beacon) to replace their batteries
3. reasonable costs for the repacking of your life raft.

Emergency rescue and emergency repair costs.

We'll reimburse you for the following reasonable costs you have incurred following a **loss** to your **boat** and we've accepted your claim:

1. to rescue you, your passengers, and your pets
2. to remove your **boat** to the nearest repairer or place of safety
3. to make essential repairs to your **boat** so it can get to a repairer
4. to return your **boat** to you after it has been repaired or recovered, or for you to travel to collect it from the repairer.

We pay this benefit in addition to your **boat's market value** or sum insured.

Limits.

We'll pay up to \$25,000 for any one event for rescue, removal, and emergency repairs.

We'll pay up to \$2,000 to return your **boat** to you.

Keys and locks lost or stolen.

We'll pay to replace your **boat** remote, keys, entry card or key codes and replace or re-code the locks if during the **period of insurance**:

1. they're lost
2. they're stolen
3. you have reasonable grounds to believe they have been illegally duplicated without your permission, or
4. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

If you're making a claim only under this benefit, your claim will be **excess** free.

Limits.

We'll pay reasonable costs up to \$1,000.

New boat replacement.

Subject to current local availability, we'll replace your **boat** with a new boat of the same make and model, if your **boat** becomes a total **loss** as a result of a **loss** covered by this policy.

Limits.

You must have owned the **boat** from new.

You must have insured the **boat** with us from new.

The total **loss** must occur within three years of you purchasing the **boat**.

If a new replacement boat is not immediately available, we'll pay the last listed retail price for that boat.

Exclusions.

We don't cover you under this benefit for high performance race yachts or race power boats.

One event – one excess.

If your **boat** suffers **loss** and we've accepted your claim, and we accept a claim from the same event for **loss** to your domestic vehicle or your house or contents that we also insure, you'll only have to pay one **excess**. The **excess** that you pay will be the higher of those **excesses**.

Recovery and temporary storage costs.

We'll pay the reasonable costs to minimise or prevent further **loss** to your **boat** following a **loss** covered by this policy.

This includes but is not limited to the reasonable cost to:

1. Recover the **boat** or remove it to safety.
2. Temporarily store your **boat**, if required, for up to 14 days.
3. Inspect the **hull** following an **accidental** grounding to ascertain the extent of damage.
4. Remove the wreck of your **boat** when you are legally required to do so.

We pay this benefit in addition to your **boat's market value** or sum insured.

Limit.

We'll pay reasonable costs up to the greater of:

1. \$20,000
2. 50% of the Section 1 sum insured.

Reimburse fishing tournament and yacht racing event entry fees.

We'll reimburse you and your passengers for all entry fees you've paid that are not refundable if a claim under this policy means you have to withdraw from a fishing tournament or yacht racing event.

The **loss** giving rise to that claim must have occurred before the commencement of the fishing tournament or yacht racing event.

We pay this benefit in addition to your **boat's market value** or sum insured.

No **excess** applies to this benefit.

Limit.

We'll pay up to \$1,000.

Replacement boat cover.

We'll temporarily cover any **boat** you purchase to replace your **boat** that was previously insured under this policy.

We'll insure the replacement **boat** from the date of purchase for up to 14 days under the same policy terms and conditions as we insured your previous **boat** so long as you paid \$250,000 or less for it.

Limits.

We'll cover the replacement **boat** for the least of:

1. what you paid for it
2. its **market value**
3. \$250,000.

This cover will only apply to one **boat** and will not apply if the replacement **boat** has any other insurance cover.

Social yacht racing.

We'll cover your **boat** while it's being used for **social yacht racing**.

We may cover you for yacht races other than **social yacht racing**, but only if we've agreed to that cover and it's listed on your **Certificate of insurance**.

Transport and accommodation costs.

If we've accepted your claim for **loss** to your **boat** under this policy, we'll cover the reasonable travel and accommodation costs for you and those who were in your **boat** to complete your journey or return home.

This benefit also covers your domestic pets.

We'll also pay for you to travel to collect it from the repairer.

We pay this benefit in addition to your **boat's market value** or sum insured.

Limit.

We'll pay reasonable costs up to \$500.

If you have this benefit in any other policy, we'll only pay under one policy.

You can choose optional benefits under Section 1

Cover under this section is optional and these benefits apply only if they are listed on your **Certificate of insurance**.

These optional benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Boat trailer.

If you've chosen this optional benefit, we'll pay for **loss** to your registered and warranted **boat trailer** listed on your **Certificate of insurance**.

Limit.

The most we'll pay is the least of:

1. the cost of repairs,
2. the **current value** at the time of the **loss**, or
3. the sum insured on your **Certificate of insurance**.

Lay-up cover.

If you've chosen this optional benefit, we'll calculate your premium based on your **boat** being **laid-up**.

This means that we won't cover you under any Section of this policy if you use your **boat** during the **lay-up** period.

Being **laid-up** means the **boat** is stored within the gates, walls or fences of your home location specified on your **Certificate of insurance** (or at another location if we expressly agree) during the months specified on your **Certificate of insurance**.

This optional benefit also provides cover for your **boat** while it is at a boat dealer for servicing and maintenance. It's also covered while it's being taken to and from that location, and during a claim.

You can ask us to change the date of the **lay-up** period by contacting us either by email or phone. Full cover will be restored only if we've agreed to that change and it's listed on your **Certificate of insurance**.

Recreational equipment.

If you've chosen this optional benefit, we'll cover **loss** to your **recreational equipment** while it's on your **boat** or in use.

We also cover **loss** to your **recreational equipment** if that **loss** occurs while they are stored at home.

We'll only cover this equipment if it is not covered by any other insurance.

Limit.

The most we'll pay is the least of:

1. the repair cost,
2. the **current value** of the item, or
3. your chosen **recreational equipment** sum insured listed on your **Certificate of insurance**.

Section 2: Liability protection

This is your third party cover.

We'll cover you for your legal liability for claims made against you for **accidental** physical property damage and **accidental bodily injury** occurring during the **period of insurance** within **New Zealand's geographical limits** that arise from either your **boat** or **trailer**.

We'll cover the liability of any other person using your **boat** with your permission so long as that person:

1. complies with the terms and conditions of this policy
2. was not insured for legal liability under another policy.

You also have cover under this Section for your liability for **accidental** physical property damage and **accidental bodily injury** when using any **boat** not owned by you that you are using with that owner's permission. This clause does not provide cover for any damage to that **boat**.

Limits.

We'll pay up to \$5,000,000 in total during the **period of insurance**. The following sub-limits apply:

1. \$100,000 for liability arising from **bodily injury** to a person
2. \$500,000 for liability arising from the use of an amphibious craft driving on land for more than 500 metres in connection with launching or landing your amphibious craft.
3. all other reasonable costs and expenses incurred by you with our approval in defending claims under this cover. This does not include any legal costs or expenses relating to any criminal, maritime or traffic proceedings.

There are further limits and exclusions throughout this policy wording and on your **Certificate of insurance** that will apply to this cover.

Reparation.

We'll cover you for your legal liability to pay **reparation** to a victim who has suffered **accidental** physical property damage or **accidental bodily injury** as a result of you committing an offence during the **period of insurance** within **New Zealand's geographical limits** that arise from either your **boat** or **trailer**.

We'll also cover any other person using your **boat** with your permission so long as that person:

1. complies with the terms and conditions of this policy
2. was not insured for legal liability under another policy.

In order for there to be cover under this benefit:

1. you must tell us immediately if you or any other person entitled to cover under this benefit is charged with any offence in connection with your **boat**
2. we must give our written approval before any offer of **reparation** is made.

Limits.

We will pay up to \$1,000,000 for **reparation** in total during the **period of insurance**.

Exclusions.

There is no cover under this benefit for:

1. defence costs, court costs, legal expenses, levies
2. fines, penalties, damages including punitive, aggravated, or exemplary damages.

Defence Costs.

We'll cover you for your reasonable and necessarily incurred defence costs if you're charged with manslaughter or charged under Section 65 of the Maritime Transport Act 1994 (or any amendment or replacement Act) during the **period of insurance** within **New Zealand's geographical limits** that arise in connection with your **boat**.

We'll cover any other person using your **boat** with your permission so long as that person:

1. complies with the terms and conditions of this policy
2. was not insured for legal liability under another policy.

In order for there to be cover under this benefit:

1. you must tell us immediately if you or any other person entitled to cover under this benefit is charged with manslaughter or is charged with an offence under Section 65 of the Maritime Transport Act 1994 in connection with your **boat**
2. we must give our written approval before any defence costs are incurred.

You have other benefits under Section 2

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the Liability protection sum insured and is not in addition to it.

We have detailed any specific exclusions under each benefit.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Discharge of polluting substances.

We'll cover you for your legal liability for property damage and clean-up costs caused by pollution from a sudden and **accidental** discharge, release or escape of fuel, lubricants, or sewage from holding tanks on your **boat** that occurs during the **period of insurance** within **New Zealand's geographical limits**.

Limits.

We'll pay up to \$500,000 for any one or a series of discharges, releases or escapes arising out of the same event. We'll also pay legal expenses incurred by you with our approval in defending such claims.

Exclusions.

There is no cover under this benefit for liability arising from or in connection with:

1. your own recklessness, deliberate actions, or misconduct
2. the recklessness, deliberate actions, or misconduct of any person in possession of your **boat** with your permission
3. fuel or lubricants not being used in connection with the operation of your **boat** at the time of the **loss**
4. fines, punitive, aggravated, or exemplary damages.

Marina liability.

We'll cover you for legal liability imposed on you by the terms and conditions of a lease or agreement with you for the provision of a berth or storage facility for your **boat** that occurs during the **period of insurance** within **New Zealand's geographical limits** arising from your **boat**.

Limits.

We'll pay up to \$5,000,000 in total for liability protection during the **period of insurance**.

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.

There is no cover under this section if the liability that you've agreed to under the terms and conditions of that lease or agreement is liability for **loss** or damage that the law would not have held you responsible.

Water-skiing.

We'll cover you for your legal liability for:

1. death or **injury** to a water skier being towed by your **boat**
2. death or **injury** to any person caused by a water skier who is being towed by your **boat**
3. property damage caused by a water skier who is being towed by your **boat**

which occurs during the **period of insurance** within **New Zealand's geographical limits**.

Water-skiing also means wake-boarding and aquaplaning activities. It does not include any towing of any persons or objects in the air.

This cover includes any person using your **boat** with your permission for water-skiing so long as that person:

1. complies with the terms and conditions of this policy
2. was not insured for legal liability under another policy.

Limits.

We'll pay up to:

1. \$100,000 for each event for death or **injury**.
2. \$5,000,000 for each event for property damage.

You must be using only recognised and commercially manufactured water-ski (or bare-foot water-ski) equipment.

This cover only applies if you have a person on board your **boat** competently observing the water skiing activities. This person must be in addition to the person in control of your **boat** at the time of any incident giving rise to a claim and both people must be acting in accordance with any legal requirements.

Section 3: Accidental death or injury cover

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit and we pay these benefits in addition to any other benefit payable under this policy.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Accidental death and funeral expenses.

We'll pay a lump sum to your estate and funeral expenses if you die as a result of an accident while using your **boat** during the **period of insurance** within **New Zealand's geographical limits**.

Limits.

We'll pay:

1. \$5,000 for each insured person up to a maximum of \$10,000 paid to your estate, or your husband, wife, or de facto partner's estate, if you die from that **injury**.
2. \$5,000 for funeral expenses if you die from that **injury**.

Death must occur within 12 calendar months of the accident.

Exclusion.

There is no cover for self-inflicted death, including suicide or attempted suicide.

Permanent injury.

We'll pay a lump sum if you suffer a listed permanent **injury** while using your **boat** during the **period of insurance** within **New Zealand's geographical limits**.

Limits.

We'll pay:

1. \$5,000 for each insured person up to a maximum of \$10,000 during the **period of insurance** for a permanent and total **loss** of sight of an eye or permanent and total **loss** of the use of a limb from that **injury**
2. \$1,000 for each insured person up to a maximum of \$2,000 during the **period of insurance** for the permanent and total **loss** of the use of the thumb or index finger from that **injury**.

Before we pay you must get medical attention from a medical practitioner and undergo any medical examination we request.

Permanent injury or total **loss** of the use of a limb must occur within 12 calendar months of the accident.

Exclusion.

There is no cover for self-inflicted **injury**.

What you're not covered for

These are your policy exclusions.

Your policy does not cover liability for:

1. **ACC bodily injury**
bodily injury where cover is provided to any extent under the Accident Compensation Act 2001, or any amendment or replacement Act.
2. **Anything other than from your boat**
anything other than from the **hull, motors, masts, spars, rigging, and sails, emergency equipment and safety gear, boat tender or boat trailer.**
3. **Asbestos**
directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos.
4. **Bodily injury**
bodily injury to you or any person in charge of your **boat** other than the cover under Section 3: Accidental death or injury cover on [page 18](#).
5. **Damage caused when towing your boat**
 - a. when your **boat** is attached to or when it becomes accidentally detached from a moving motor vehicle, other than during launching or hauling out of your **boat** from the water (because your car insurance policy provides liability cover for these situations).
 - b. when your **boat** is being transported by a professional road haulage company (because the road haulage company's insurance should cover this) unless we've agreed to it and it is noted on your **Certificate of insurance**.
6. **Death or bodily injury to any employee**
death or **bodily injury** to any person who is employed or contracted in the operation of your **boat** or should have been covered by Accident Compensation Act 2001, or any amendment or replacement Act.
7. **Defence costs**
any legal or defence costs or expenses relating to any criminal, maritime or traffic proceedings (other than the cover provided under Defence Costs in respect of a charge for manslaughter or charge under Section 65 of the Maritime Transport Act 1994 or any amendment or replacement Act).
8. **Driving your amphibious craft**
driving your amphibious craft on land other than for more than 500 metres in connection with launching or landing your amphibious craft.
9. **Health and Safety at Work Act**
any fine, penalty or **reparation** ordered under the Health and Safety at Work Act 2015 or any amendment or replacement Act.
10. **Hire or lease**
any boat that you're chartering or leasing.
11. **Incurred by other parties**
professional boat builders or repairers, paid skippers and crew, yacht clubs or marina operators in respect of liability for third party **bodily injury** or property damage:
 - a. resulting from a negligent repair performed by such parties on your **boat**, or
 - b. when they are in charge of or in control of your **boat**, other than during an emergency for the purpose of minimising any loss covering your **boat**.

12. **Loss to your property**
loss of or damage to property belonging to or under your care, custody or control or being conveyed in or loaded or unloaded from your **boat**. However, this exclusion does not apply to any disabled boat being towed by your **boat** for no financial gain or reward.
13. **Relief that is not monetary**
any relief or **recovery** other than monetary amounts.
14. **Towing people or objects**
the towing of any people or objects in the air.
15. **Using sporting and recreational equipment**
the use of sporting equipment and **recreational equipment**, diving, or from any sporting or recreational activity other than the use of the **boat**. This does not include cover provided by the benefit **Water skiing** on [page 17](#).
16. **Where you've agreed to accept responsibility**
loss or damage if you have agreed with any party to accept responsibility for any **loss** or damage when the law would not have held you responsible.

Your policy does not cover you if your boat is being operated by or is in the charge of anyone who:

1. **Has alcohol or drug related convictions**
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your **boat**, or been prosecuted under Section 65 of the Maritime Transport Act 1994 or any amendment or replacement Act for operating a boat in a manner that causes unnecessary danger.
2. **Has been refused boat or motor vehicle insurance**
has been refused boat or motor vehicle insurance within the last five years unless we have been notified of the refusal and we have subsequently agreed to cover such a person.
This exclusion does not apply if you can prove that either:
 - a. you did not know and had no reason to suspect that the person in control of your **boat** was such a person
 - b. as a result of an unforeseen emergency, it was reasonable for such a person to be in control of your **boat**.
3. **Is intoxicated while driving or operating your boat**
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed to the **loss** or liability occurring.
4. **Is unlicensed**
is an unlicensed person when a licence is necessary.
5. **Lacks adequate experience**
is a person without adequate experience to reasonably control your **boat**.
6. **Leaves the scene of an accident**
did not stop at or leaves the scene of an accident when it is an offence to do so.
7. **Refuses testing**
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.

These exclusions do not apply if the person who is in control of your **boat** has stolen it.

Your policy does not cover loss or damage to:

1. **Jet unit impellers**
the impellers of the jet unit of your **boat** caused directly or indirectly by the intake of stones or other matter during the operation of the jet unit.
2. **Motor**
 - a. an outboard **motor** when secured to your **boat** or **boat tender** in a manner other than that specified or recommended by the maker of the **motor**, your **boat** or **boat tender**.
 - b. a **motor** caused by or resulting from either seizure or overheating unless caused by an external blockage.
3. **Sails**
any sails caused by the wind or water, unless your **boat** is stranded, sunk or in a collision or suffers mast or rigging failure.
4. **Types of property**
any personal items belonging to you, your family or any passengers on your **boat** including but not limited to:
 - a. cameras, portable radios and sound equipment, mobiles phones, computers
 - b. clothing, footwear, jewellery (including watches)
 - c. provisions, fuel.

Your policy does not cover any loss, damage or liability arising from:

1. **Air docks or similar floating berths**
air docks or other similar floating berths and associated equipment unless we've agreed to it and it is noted on your **Certificate of insurance**.
2. **Confiscation by an authority**
confiscation, nationalisation, destruction, or requisition by an order of government, local authority, the courts, or any public authority, unless it is to prevent **loss** or damage covered by this policy.
3. **Controlled drugs pollution or contamination**
the pollution or contamination of your **boat** by the manufacture, storage or use in the **boat** of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.
4. **Criminal and reckless acts**
any criminal or reckless act or omission by you or by anyone in charge of your **boat**. This exclusion does not apply to acts by any person who is in control of your **boat** after stealing it.
5. **Driving or operating the boat unsafely**
 - a. the **boat** being used or operated in an unsafe or dangerous way, for example by overloading either the **boat** or the **trailer**, or operating the **boat** in weather conditions where all advice was to not set sail, or over or under-powering the **boat** against the maker's advice.
 - b. the **boat** being driven in an un-seaworthy condition.
6. **Driving intoxicated while towing the boat**
anyone who is driving a vehicle towing your **boat**:
 - a. that has a blood or breath alcohol level that exceeds the legal limit, or
 - b. is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed to the **loss** or liability occurring.

7. **Fines and damages**
aggravated, punitive or exemplary damages, fines, or penalties.
8. **Fraud**
the involvement by you or any person who is acting with your express or implied consent in a false or fraudulent representation. We may decline your claim and may cancel your policy under these circumstances.
9. **Gradual water leakage**
gradual leakage of water into your **boat**.
10. **Improvements or alterations**
the costs of improving or altering your **boat**.
11. **Lack of reasonable care**
or arising out of the lack of reasonable care, protection or security of your **boat** or other insured property.
12. **Loss of use of the boat**
the inability to use your **boat** unconnected with **loss** covered by this policy.
13. **Marring, denting and scratching**
marring, denting, scratching or chipping to your **boat** caused by it being in water too shallow for the draft of your **boat** unless caused by it being accidentally stranded or in a collision with another boat or external object other than water.
14. **Modifications**
modifications or customisations to your **boat** unless we've agreed to them and they're noted on your **Certificate of insurance**.
15. **Mooring**
 - a. a temporary **mooring** not being your **boat's** normal place of storage or where temporarily anchored and unattended off a shore or beach, unless the anchor and tackle is physically checked by you going on board the **boat** at least once in each 24 hour period
 - b. or arising out of the **mooring** used by your **boat** not being:
 - i. of a suitable design and weighting for your **boat**
 - ii. appropriately sited
 - iii. regularly maintained and in good order
 - iv. visually inspected out of the water, either in accordance with the regulations set down by the controlling authority for registered **moorings**, or at least every two years where no controlling authority applies for non-registered **moorings**.
16. **New Zealand's geographic limits**
an incident involving you or your **boat** when it is outside **New Zealand's geographic limits**.
However, should your **boat** go beyond **New Zealand's geographic limits**:
 - a. as a result of circumstances beyond the reasonable control of the person in charge or control of it, or
 - b. to respond to an unforeseen emergencywe will continue to provide cover, provided as soon as possible:
 - a. your **boat** returns within **New Zealand's geographical limits**
 - b. you immediately tell us of the circumstances taking it beyond **New Zealand's geographical limits**.
17. **Nuclear and radiation risks**
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.

18. **Pollution**
pollution, other than the cover provided under the benefit Discharge of polluting substances on [page 16](#).
19. **Recreational equipment**
any **recreational equipment** other than the cover provided under the optional benefit Recreational equipment on [page 13](#).
20. **Replacement of parts**
the replacement of mechanical or electrical parts with items that are not in accordance with the maker's original specifications.
21. **Sentimental loss**
emotional, psychological, or sentimental loss that occurs due to **loss** sustained to your **boat**.
22. **Secondary financial loss**
loss that is a secondary financial loss sustained by you as a result of **loss** to your **boat** or other associated property or associated loss or damage.
23. **Speeding**
your **boat** exceeding the speed of 70 knots.

24. **Stand-down periods**

- a. 72-hour stand-down
any storm, flood, wildfire, tsunami, volcanic activity, or landslide that occurs within 72 hours of the start date of your policy.
- b. Named cyclone stand-down
a cyclone or ex-tropical cyclone that was named before the start date of your policy.

The Stand-down periods exclusions also apply to the effective date of any change you made to existing policy terms. Previous policy terms and conditions, including sum insured and **excess**, will apply to any **loss** or damage that occurs within the stand-down periods set out above.

The Stand-down periods exclusions do not apply if this policy started immediately after another policy that covered these risks.

The Stand-down periods exclusions do not apply if the policy was taken out at the same time you purchased the **boat**.

25. **Using the boat for a purpose it was not designed for**
using the **boat** for a purpose other than for the purpose it was designed for.
26. **Using the boat for business or occupation activities**
using the **boat** for business or occupation activities, which includes, but is not limited to, use in connection with: any trade or business, hire, charter, reward or carrying fare-paying passengers, unless we have agreed to such cover and it is detailed on your **Certificate of insurance**.
27. **Using the boat for racing**
using the **boat** for racing other than the benefit Social yacht racing on [page 12](#), speed tests, reliability or time trials (other than time trials conducted under the control or regulation of a club, association or equivalent body to a maximum speed of 30 knots).
28. **Using the boat for unlawful purposes**
or arising out of an incident involving your **boat** or other insured property when it is being used for an unlawful or illegal purpose.

Your policy does not cover any claims for.

1. Faults and defects

the cost of remedying, rectifying, or repairing any **latent defect**, fault or error in design or construction.

2. Mechanical failure of the boat

mechanical failure, electrical failure, electronics or navigation and guidance systems failure, breakage, or breakdown of any part of the **boat**, unless it occurs because of **loss** to your **boat**, and we've accepted your claim.

3. Wear, tear, gradual deterioration, and depreciation

wear and tear, gradual deterioration, fouling, normal wetting and weathering, mould, deterioration (internal and external), damage caused by marine and non-marine life (including animals, sea life, insects and birds), corrosion, delamination, electrolysis, osmosis, or loss caused by the action of sunlight, depreciation or unrepaired damage.

However, the exclusions 1-3 above only apply to the part of the **boat** first affected. They do not apply to any resultant damage to other parts of the **boat**.

Your policy excludes cover for communicable diseases.

Your policy does not cover any **loss, time-element loss**, damage, liability, claim, cost, or expense arising out of or in connection with a **communicable disease**.

This exclusion also applies:

1. If there is some other contributing cause or event at the same or some other time.
2. To the fear or threat (whether actual or perceived) of a **communicable disease**.

Your policy excludes cover for cyber loss.

Your policy does not cover any **loss, time-element loss**, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any **cyber-attack** or **cyber incident**
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data**, including any amount connected to the value of any **data**.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your **computer system** suffers **loss** or damage insured by this policy, then this exclusion will not apply to both:

1. the cost to repair or replace the **computer system** itself
2. the costs of copying the **data** from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling **data**. If your **computer system** is not repaired, replaced, or restored we will pay the cost of the blank **computer system** only.

This exclusion does not apply to **loss** or damage to your property insured under this policy caused by fire or explosion directly resulting from a **cyber incident**, unless that **cyber incident** arises out of or in connection with a **cyber-attack**, including controlling, preventing, suppressing, or remediating any **cyber-attack**.

Your policy excludes cover for war and terrorism.

Your policy does not cover any **loss**, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or
4. any act of any person or persons acting on behalf of, or in connection with, any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.

You have certain responsibilities

Here is a list of what you and any person in charge of your **boat** with your permission must do.

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force and made in relation to any claim, must be honest, correct, and complete.
2. You must keep your **boat** well maintained and in seaworthy condition.
3. You must tell us immediately if anyone:
 - a. changes the address where you usually store or berth your **boat**
 - b. changes the way you store your **boat**, like from a marina berth to a swing **mooring**
 - c. starts to use your **boat** for a business purpose
 - d. **modifies** your **boat** from the maker's standard specifications
 - e. becomes a new regular operator of your **boat**.
4. You must tell us immediately if you or any other person covered by this policy:
 - a. commits, is charged with, or is convicted of a criminal offence
 - b. has had a claim declined or a policy avoided
 - c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if, in our opinion, there is a substantial change in risk.

5. You and any person in charge of your **boat** with your permission must:
 - a. take all reasonable care to protect and maintain your **boat**; and
 - b. take reasonable care to avoid legal liability; and
 - c. maintain and keep operational all emergency and safety gear; and
 - d. comply with all statutory, regulatory, local authority, maritime law in relation to your **boat** and in the event of any accident; and
 - e. ensure that your **boat, emergency equipment and safety gear**, fixtures and chattels and your insured **recreational equipment** and **boat trailer** are securely stored and locked away when unattended.
6. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).
7. We reserve the right to apply any claims monies owed to you to any unpaid premiums.

If you do not comply with your responsibilities under this section, You have certain responsibilities on **page 26**, we can take any of the actions described in that section, including declining any claim (and recovering any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim. Call us on **0800 639 520** or go to **Westpac One** to make a claim online.

You have certain responsibilities at claim time.

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here is a list of what you and any person in charge of your **boat** with your permission must do at claim time.

Before you lodge your claim.

You must:

1. Inform the Police if it appears arson, theft, burglary or malicious damage has occurred and provide details of the complaint to us, for example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in **loss** of property or caused **bodily injury** to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further **loss** or liability.
4. If your **boat motor** has been submerged, you must do the following when appropriate to prevent further **loss** or damage:
 - a. dry the engine
 - b. drain oil and fuel
 - c. flush out the engine with hose or dewatering fluid
 - d. drain again
 - e. fill with oil or dewatering fluid
 - f. take to repairer or mechanic as soon as possible.
5. Get our permission before you arrange for any repairs or replacement or incur any expense for any claim.
6. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim.

You must:

7. Let us inspect the damaged **boat** and deal reasonably with any salvage. No property may be abandoned to us.
8. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
9. Provide proof of purchase and/or proof of ownership of all items being claimed for.
10. Comply with all our requests about your claim by providing full cooperation, information, and assistance.

11. Not discuss a claim made on you by another person with them. Instead, refer them to us.
12. Pay any applicable **excess** and any additional **excess**.
13. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
14. Let us talk with that solicitor when necessary, about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim.

You must:

15. Make sure that any repairs are carried out promptly.
16. Cooperate fully in any action we take to recover money from other parties involved in your claim.
17. Let us take over for our own benefit and settle any legal right of **recovery** you may have.
18. Tell us if any person is ordered to make **reparation** to you for any **loss** or cost that was part of the claim. Reimburse us for that payment as soon as you receive any **reparation**.
19. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, You have certain responsibilities at claim time on **page 27**, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How we'll look after your claim.

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the **loss** and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.

What excesses you may need to pay.

The **excess** is the amount of any claim that you're responsible for. The **excess** applies to each event that results in a claim. Where **loss** has been caused on multiple occasions or events, an **excess** will apply for each occasion or event.

Unless the benefit being claimed says it's **excess-free** you'll need to pay your **excess**.

Additional **excesses** may apply:

1. for theft of trailered power boats and personal watercraft
2. for racing based on the value of your **boat** and length of race
3. if you make a claim for **loss** to your **boat** while it was under the care or control of a person who is under 25 years of age
4. for trailerable boats temporarily moored if the **loss** is for submersion
5. when an additional underwriting **excess** has been applied.

Your **excess** and any additional **excesses** that apply are detailed in this policy wording and on your **Certificate of insurance**.

Dismantling, diagnosis and reassembly costs.

Where you make a claim for **loss** to your **boat**, we may in some circumstances require you to:

1. dismantle your **boat**, or
2. authorise us to dismantle your **boat**,

so we can assess your claim for the **loss** and decide if it is valid.

If you do not agree we may refuse to assess or pay your claim.

Where we determine that the claimed **loss** to your **boat** is:

1. not covered by your policy, you will be responsible for the costs of the above dismantling. This includes but is not limited to any diagnosis, reassembly, repair, and replacement costs.
2. covered by your policy, we will settle your claim subject to the terms and conditions of your policy.

How we'll settle your claim.

We'll settle your claim for **loss** following the process set out below.

For repairs.

If we decide it is economic to repair your **boat**, we have the option to:

1. arrange the repair, or
2. pay you an amount equal to the reasonable cost of repairs as assessed by us.

The most we'll pay is the least of:

- a. the cost of repairs,
- b. the **market value** at the time of the **loss**, or
- c. the sum insured on your **Certificate of insurance**.

Any repair undertaken will be to a standard as near as possible to its appearance and condition immediately before the claimed **loss** or damage.

We may take into account and may make deductions for reasonable depreciation based on criteria like age, lifespan, usage, and condition in settling your claim. If we do, we'll utilise expert opinion and we'll inform you how this is calculated.

Where the **loss** is to your **boat motor** and that **motor** is five years old or less, we'll pay for the costs of new mechanical and electrical components. We will not make any deduction for wear and tear, and depreciation. The most we will pay is up to the **market value** of your **motor**. If the **motor** is over five years old, we will make deductions for wear and tear and depreciation.

We'll also pay the **current value** for **loss** to any insured **recreational equipment** and **boat trailer** up to the maximum amount shown for these on your **Certificate of insurance**.

If we decide to repair your **boat**, and you've decided to go to a repairer who is not part of our recommended repairer network, then we may choose Option 2 above.

In the case of partial **loss** to your **boat** we'll automatically reinstate your **boat** sum insured to its pre-**loss** cover value after we meet any claim and repairs have been completed.

For a total loss.

If we decide your **boat** is a total **loss**:

1. we'll pay you the lesser of the **market value** or the sum insured for your **boat** at the time of the **loss**, and the **current value** for any insured **recreational equipment** and **boat trailer**, up to the maximum amount for these shown on your **Certificate of insurance**.
2. we'll replace your **boat** if it fits within the terms described in the benefit New boat replacement on [page 11](#), otherwise, we'll pay you the **market value** or the sum insured under 1. above.
3. If you pay your premiums by instalments, you must pay the rest of the annual premium before we settle your claim.
4. your **boat**, including its insured **recreational equipment** and **boat trailer**, and the proceeds of any salvage of your **boat** will become our property.
5. your policy will be automatically cancelled.

In all cases.

We have the option whether to make a payment or repair your insured items.

If there are any undamaged items that are a part of a set of items, we'll firstly try to match them and if that is not possible, we'll pay for the nearest equivalent available.

We'll use a supplier of our choice.

We'll not pay more than the maximum amounts detailed for all benefits in this policy wording or on your **Certificate of insurance**.

We'll pay an interested party (finance company and so on) if we've been notified of their interest in your **boat**. Their receipt will discharge us to the extent of our payment.

We have the option to use new, recycled, or reconditioned parts in any repair. We are not bound to repair or replace your insured items exactly to their previous condition.

We reserve the right to apply any claims monies owed to you to any unpaid premiums.

Replacement parts.

We'll pay for any part not currently available in New Zealand up to the lesser of:

1. the last known price list in New Zealand when the part was available, or
2. the part's closest New Zealand equivalent.

We'll pay you the equivalent cost to us for a part if you ask us not to replace it.

Limits.

Your **boat** is not covered for:

1. freight and other costs to import parts from outside New Zealand, unless we expressly agree otherwise
2. any costs due to the inability to match existing paint, or
3. costs to replace any part that has not suffered **loss**.

Other important information

You can cancel this policy.

You can cancel this policy by notifying us through Westpac One or phone. We'll refund the unused portion of your premium.

Free look period.

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

We can cancel this policy.

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. We'll refund any **unused premium**.

We can also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

1. You have certain responsibilities on [page 26](#)
2. You have certain responsibilities at claim time on [page 27](#)

If we cancel or avoid your policy, we'll refund any **unused premium**.

Making changes to this policy.

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if, in our opinion, there is a substantial change in risk. We'll give you at least 7 days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund any **unused premium**.

Other parties with a financial interest.

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the **boat**.

This policy is under New Zealand law.

New Zealand has jurisdiction

The laws of New Zealand apply to this policy. The Courts of New Zealand have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

New Zealand currency and taxes apply

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

How we'll communicate with you.

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

We're here to help.

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then, an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information check out tower.co.nz/contact-us/complaints

Glossary

Please note words in the singular can be in the plural and vice versa.

Accidental

Unintended and unexpected by you.

Boat

The boat (vehicle) listed on the **Certificate of insurance** including the **hull, motor, masts, spars, rigging and sails, emergency equipment and safety gear**, fixtures and chattels, and the **boat's tender** and its outboard **motor** (if any).

An amphibious boat is included, but a **hovercraft** is not included.

Boat tender

An auxiliary **boat** or dinghy (including **motor**) that is carried on deck or towed behind your **boat** that is used as a lifeboat or as a way of transportation to your **boat**. It does not include any personal watercraft like jet skis, paddleboards, windsurfers, or kayaks, unless we have agreed and expressly advised you.

Bodily injury

Accidental bodily injury to a person occurring during the **period of insurance** within **New Zealand's geographical limits**, including death, illness, disability, disease, shock, fright, mental anguish, or mental injury

Certificate of insurance

The Certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is:
 - a. airborne
 - b. bodily fluid
 - c. from or to any surface or object
 - d. solid, liquid or gas, or
 - e. between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, **data** storage device, networking equipment or back up facility.

Current value

The cost at the time of **loss** of repairing or replacing insured **boat trailers, recreational equipment, and modifications** or customisations to a condition no better than new, less an appropriate allowance for depreciation.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a **computer system**. A **cyber-attack** can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. any partial or total unavailability or failure to access, process, use or operate any **computer system**; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **computer system**.

Diving equipment

Masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices, compressors that you own.

Emergency equipment and safety gear

Safety equipment that meets statutory or other legal requirements and any other recognised safety equipment. This includes boat canopies, electronic devices used for navigational purposes, life vests and **tools** (but not fishing tackle). It does not include air docks or air berths unless we have expressly agreed to provide cover.

Excess

The amount of any claim that you must bear as shown on your **Certificate of insurance** and/or in this policy wording.

Fishing gear

Rods and reels, but not tackle or tackle boxes, used for the purpose of recreational or sport fishing owned by you.

Hovercraft

A vehicle or craft that travels over land or water on a cushion of air provided by a downward blast.

Hull

The hull, deck, cabin, deck fixtures, fittings, and chattels on or below the deck of your **boat**.

Injured or injury

Bodily injury caused solely and directly by violent, external, and visible means. This includes exposure to the elements.

Latent defect

Any flaw in the material used in the construction of your **boat** that has now become evident but would not have previously been discoverable by a competent tradesperson carrying out an inspection.

Lay-up/laid up

Your **boat** is stored within the gates, walls or fences of your home location specified on your **Certificate of insurance** (or at another location if we expressly agree) during the months specified on your **Certificate of insurance**. Lay-up is extended to provide cover whilst going to, at, and returning from a boat dealer for servicing and maintenance and during a claim.

Loss

Sudden and **accidental** physical loss or sudden and **accidental** physical damage occurring during the **period of insurance** within **New Zealand's geographical limits**.

Market value

The reasonable cost that a boat of the same make, model, mileage, engine hours, age, condition, and fixtures and chattels as your **boat** could have been purchased on the retail market immediately before the **loss**, as assessed by a marine valuer approved by us.

Masts, spars, rigging and sails

The masts, booms, fittings, spinnaker poles, standing and running rigging and sails of your **boat**.

Modifications or modified

Changes, alterations or customisations to your **boat** from the maker's standard specifications, including but not limited to the engine.

Mooring

Any structure or item (not being part of your **boat** that we have agreed to cover) to which your **boat** is, or may be, secured when not being used.

Motor

Stern drive units, inboard and outboard engines. It includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank, battery and control cables and generator.

New Zealand's geographical limits

Those waters up to 200 nautical miles off New Zealand's North and South Islands unless restricted or noted on your **Certificate of insurance**. This includes while the **boat** is in transit on its own **trailer** within New Zealand and while on land in New Zealand.

Period of insurance

The period shown on your **Certificate of insurance**. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise, cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your **Certificate of insurance** or at the effective time of cancellation.

Recreational equipment

Diving equipment, fishing gear and water ski equipment provided they are not otherwise insured.

Recovery or detention

Loss to your **boat** and reasonable legal expenses incurred in the release of your **boat** following impounding, arrest, detention, confiscation or similar act by any Government as a result of any act committed without your knowledge by the person in charge of your **boat** with your permission.

Reparation

An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendment or replacement Act, by a New Zealand Court to a victim of an offence but subject to any limitations of liability under the Maritime Transport Act 1994 or any amendment or replacement Act.

Social yacht racing

Yacht racing that does not include the use of spinnakers or extras and does not exceed a distance of 25 nautical miles measured by the most direct route of the course, within **New Zealand's geographical limits**.

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential losses.

Tools

Tools kept permanently on your **boat** for emergency, breakdown, and maintenance purposes.

Trailer

The boat trailer shown on your **Certificate of insurance** and its winch, including power winch.

Unused premium

Premium for the days you have paid for but will not be insured (calculated as at the effective date of cancellation).

Water ski equipment

Water skis, wakeboards, knee boards, ski biscuits, vests and ropes owned by you.

We're here to help



0800 639 520



westpac.co.nz/insurance



Visit in branch

