

Comprehensive cover



Boat insurance



Contents

Your benefits summarised.....	4
How your policy works	6
Words with special meaning.....	6
The claims process.....	7
What your cover includes	8
What we include	8
What we do not include	8
What your boat can be used for	8
Special terms for certain kinds of boats ..	9
Who can be in control of your boat	11
We do not cover you if you have other insurance	11
Section 1: What your boat is insured for.....	12
Comprehensive cover	12
You have other benefits under Section 1.	12
Emergency equipment restoration.....	13
Emergency rescue and emergency repair costs	13
Keys and locks lost or stolen.....	14
New boat replacement	14
No claims bonus	15
One event – one excess	15
Recovery and temporary storage costs.....	15
Reimburse fishing tournament and yacht racing event entry fees	15
Replacement boat cover.....	16
Social yacht racing.....	16
Transport and accommodation costs ..	16
You can choose optional benefits under Section 1.	17
Boat trailer.....	17
Lay-up cover	17
Recreational equipment	18
Section 2: Liability protection.....	19
This is your third party cover	19
Reparation	19
Defence costs	20
You have other benefits under Section 2.....	21
Discharge of polluting substances	21
Marina liability	22
Water-skiing	22
Section 3: Accidental death or injury to you	24
Accidental death and funeral expenses	24
Permanent injury	24
What you're not covered for.....	26
These are your policy exclusions.....	26
They apply to all sections	26
You have certain responsibilities	36
How to make a claim	38
You have certain responsibilities at claim time.....	38
How we'll look after your claim	40
What excesses you may need to pay.....	41
Dismantling, diagnosis and reassembly costs.....	41
How we'll settle your claim	42
Replacement parts	44
Other important information.....	45
You can cancel this policy	45
Free look period	45
Making changes to this policy	45
Other parties with a financial interest. .	46
This policy is under New Zealand law. .	46
New Zealand has jurisdiction	46
New Zealand currency and taxes apply ..	46
How we'll communicate with you.....	46
Talk to us if you have a concern.....	47
Glossary.....	48

Welcome to Tower.

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

This is your **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.

1. Start here

These are the basics of your policy.

2. These are your benefits

What you're covered for - page 12.

3. Responsibilities and exclusions

What you must do, and what isn't covered - page 26.

4. Making a claim

Information about making your claim with us - page 38.

5. Other stuff

This is important too, like what to do if you have a concern - page 45.

6. Glossary

Some words have special meanings - page 48.

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



WriteMark
Plain Language Standard

Your benefits summarised

This is a summary only. You can find full details of your cover beginning from *page 8* of this document.

Cover	Benefit amount
Section 1: What your boat is insured for	
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/safety flares \$500 battery Repack life raft
Emergency rescue and emergency repair costs	\$25,000
Keys and locks lost or stolen	\$1,000
New boat replacement	Included
No claims bonus	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

Cover	Benefit amount
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 Tower Boat Insurance – Comprehensive cover consists of two documents: this policy wording and the 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've paid the premium due.

Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you're in doubt then please contact us on 0800 808 808 or at insurance@tower.co.nz.

Words with special meaning

In this policy some words have a special meaning, for example, 'loss'. You can find out what all of those words are and what they mean in the *Glossary* on page 48.



Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you're in doubt then please contact us on **0800 808 808** or at **insurance@tower.co.nz**

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 or Coastguard if you need immediate assistance
- Take photos of the damage if you can

2.

- Check your policy wording
- Collect up any documents required
- Start an inventory of losses
- Call us or go online to tower.co.nz

What we'll do

3.

- Explain how the claims process works
- Lodge the claim with you
- 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 your policy
- Clearly explain why if it doesn't fit

4.

- Process your claim as fast as we can
- Keep you informed of what's happening
- Settle your claim as soon as we can

What your cover includes



What we include

We cover the following when shown on your certificate of insurance:

1. your boat
2. any recreational equipment if you have selected the optional benefit *Recreational equipment* on page 18
3. any boat trailer if you have selected the optional benefit *Boat trailer* on page 17.

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 include

Your boat does not include:

1. any recreational equipment, other than the cover provided by the optional benefit *Recreational equipment* on page 18
2. your boat trailer, unless you have selected this optional benefit *Boat trailer* on page 17
3. any modifications from the maker's standard specifications for your boat unless we've agreed to this and it is noted on your certificate of insurance
4. any cover for 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 trailercraft, jet skis, and moored craft.

1. Trailercraft:
 - 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 applies 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 applies 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 applies 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. Your 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 35 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 with another insurer.

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.

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

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 808 808 and we'll explain it to you.

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 808 808 and we'll explain it to you.

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 your 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 26 also apply.

Emergency equipment restoration

We'll contribute to either the replenishment, replacement or re-packing of emergency equipment 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 to replace the battery within your EPIRB (or similar emergency beacon) per EPIRB
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.

Limits

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

Your first claim during the period of insurance will be excess-free and your no claims bonus will be unaffected.

Any additional claims within the same period of insurance will mean you pay your excess and your no claims bonus may be affected.

New boat replacement

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

Limits

You must have owned your boat from new.

You must have insured your boat with us from new.

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

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

Exclusions

There is no cover under this benefit for high performance race yachts or race power boats.

No claims bonus

If you're eligible for a no claims bonus, we'll adjust your premium to reflect this.

Your premium may still increase at renewal for other reasons even though you receive a no claims bonus.

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:

1. Costs to recover your boat or remove it to safety.
2. The reasonable cost to temporarily store your boat, if required, for up to 14 days.
3. The cost to inspect the hull following an accidental grounding to ascertain the extent of damage.
4. The cost to 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 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.

Cover may be provided 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

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 following a loss to your boat covered under this policy.

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.

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 provide a premium discount and we'll only pay for loss to your boat that occurs while your boat is laid-up.

This means that there is no cover under any Section of this policy if you use your boat during the lay-up period.

Being laid-up means 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.

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 for liability during the period of insurance. The following sub-limits apply:

1. \$100,000 per event for bodily injury
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 arises 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 per 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 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.

Please note: the exclusions in the *What you're not covered on* page 26 also apply.

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 per event for death or injury
2. \$5,000,000 per 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 to you

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.

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 obtain medical attention from a medical practitioner and undergo any medical examination as requested by us.

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. They apply to all sections.

Your policy does not cover liability for:

1. ACC personal injury
personal injury where cover is provided to any extent under the Accident Compensation Act 2001, or any amendment or replacement Act.
2. Asbestos
directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos.
3. Bodily injury
bodily injury to you or any person in charge of your boat other than the cover under *Section 3: Death or Injury to you* on page 24.
4. 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.
5. 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.
6. 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).

7. 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.
8. 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.
9. Hire or lease
any boat that you're chartering or leasing.
10. 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.
11. 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.
12. Other than from your boat
other than from the hull, motors, masts, spars, rigging, sails, emergency equipment and safety gear, fixtures and chattels, boat tender or boat trailer.
13. 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.
14. Relief that is not monetary for any relief or recovery other than monetary amounts.
 15. Towing persons or objects the towing of any persons or objects in the air.
 16. Using sporting and recreational equipment the use of sporting equipment and recreational equipment, or from any sporting or recreational activity other than the use of your boat. This does not include cover provided by the benefit *Water skiing* on page 22.
 17. When your boat is attached to a vehicle
 - a. while 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.
 - b. while your boat is being transported by a professional road haulage company unless we've agreed to it and it is noted on your certificate of insurance.
 18. 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. Alcohol limit exceeded has a blood or breath alcohol level that exceeds the legal limit.
2. 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 of replacement Act for operating a boat in a manner that causes unnecessary danger.

3. 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.
4. Intoxication 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.
5. Leaving the scene of an accident
did not stop at or leaves the scene of an accident when it is an offence to do so.
6. Refusing testing
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
7. Unlicensed person
is an unlicensed person when a licence is necessary.
8. Without adequate experience
is a person without adequate experience to reasonably control your boat.

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 jet boat caused directly or indirectly by the intake of stones or other matter during the operation of the jet unit.

2. Motors
 - a. an outboard motor when secured to your boat or boat tender in a manner other than that specified or recommended by the manufacturer 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. 48 hour stand-down

any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslip.
This exclusion does not apply:

 - a. if this policy started immediately after another policy that covered this risk, or
 - b. if this policy was taken out at the same time you purchased your boat.
2. 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.
3. 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.

4. Controlled drugs pollution or contamination
the pollution or contamination of your boat by the manufacture, storage or use in your boat of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.
5. 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.
6. Driving or operating your boat unsafely
 - a. your boat being used or operated in an unsafe or dangerous way, for example by overloading either your boat or the trailer, or operating your boat in weather conditions where all advice was to not set sail, or over or under-powering your boat against the manufacturer's advice.
 - b. your boat being driven in an un-seaworthy condition.
7. 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.
8. Fines and damages
aggravated, punitive or exemplary damages, fines, or penalties.
9. 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/or cancel your policy under these circumstances.
10. Gradual water leakage
gradual leakage of water into your boat.
11. Improvements or alterations
the costs of improving or altering your boat.
12. Lack of reasonable care

or arising out of the lack of reasonable care, protection and /or security of your boat or other insured property.

13. Loss of use of your boat
the inability to use your boat unconnected with loss covered by this policy.
14. 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.
15. Modifications
modifications to your boat unless we've agreed to them and they're noted on your certificate of insurance.
16. Moorings
 - 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 your 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.
17. 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 emergency

we 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.
18. 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.
 19. Pollution
Pollution, other than the cover provided under the benefit *Discharge of polluting substances* on page 21.
 20. Recreational equipment
any recreational equipment other than the cover provided under the optional benefit *Recreational equipment* on page 18.
 21. Replacement of parts
the replacement of mechanical or electrical parts with items that are not in accordance with the manufacturer's original specifications.
 22. Sentimental loss
emotional, psychological or sentimental loss which occurs due to loss sustained to your boat.
 23. Secondary financial loss
loss which 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.
 24. Speeding
your boat exceeding the speed of 70 knots.
 25. Using your boat for a purpose it was not designed for
using your boat for a purpose other than for the purpose it was designed for.
 26. Using your boat for business or occupation activities
using your 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 your boat for racing
using your boat for racing other than the benefit *Social yacht racing* on page 16, 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 your 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 your boat
mechanical failure, electrical failure, electronics or navigation and guidance systems failure, breakage or breakdown of any part of your boat, unless it occurs as a result 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 your boat first affected. They do not apply to any resultant damage to other parts of your boat.

Your policy excludes cover for communicable diseases

Your policy does not cover any 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, 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 about this policy and 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 to change its performance
 - 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 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 what you tell us is in our opinion, 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).

If you do not comply with your responsibilities under this section *You have certain responsibilities on page 35* 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 we'll give you seven days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. 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 refund your entire premium paid less any claims already paid.



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 808 808.

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's 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 that there has been arson, theft, burglary or malicious damage 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 38* 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 we'll give you seven days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. 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 refund your entire premium paid less any claims already paid.

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 all 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/or 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/or 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 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 prior to the claimed loss or damage.

We may take into account 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 the market value of your motor. Where that motor is over five years old, we will make deduction 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 your boat is repairable, 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 14, otherwise, we'll pay you the market value or the sum insured under 1. above.
3. your boat, including its insured recreational equipment and boat trailer, will become our property.
4. 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 will not cover any loss if you're covered for that same loss or liability to any extent under another policy.

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
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 either online or by email or phone. We'll refund the unused portion of your premium.

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

1. *You have certain responsibilities* on page 36
2. *You have certain responsibilities at claim time* on page 38
3. *Making changes to this policy* on page 45

If we cancel your policy we'll refund your unused 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.

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 or cancel this policy by giving you at least seven days' notice sent or emailed to your last known address on our records in any of the following circumstances:

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy

4. to allow for a material change in your (or your property's) risk profile
5. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

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 your 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 your 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.

Talk to us if you have a concern

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 there'll be an issue 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

Your boat listed on the certificate of insurance including the hull, motor, masts, spars, rigging and sails, emergency equipment and safety gear, fixtures and chattels, and your boat's tender and it's outboard motor (if any). An amphibious boat is included, but a hovercraft is not included.

Boat tender

An auxiliary boat or dinghy (including motor) which 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 which can be transmitted by any substance or agent from any organism to another by any method of transmission where the disease, substance or agent can:

1. cause or threaten damage to human health or human welfare
2. cause or threaten damage; deterioration; loss of value or marketability; 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 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/berths and/or personal items 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/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, fixtures 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/hours, age, condition, and fittings 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 or alterations to your boat from the manufacturer's standard specifications, including but not limited to the engine.

Moorings

Any structure or item (not being part of your boat which 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 your 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/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 limitation of liability under the Maritime Transport Act 1994 or any amendment or replacement Act..

Social yacht racing

Yacht racing which does not include the use of spinnakers and/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.

Tools

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

Trailer

Your boat trailer shown on your certificate of insurance and its winch, including power winch.

Unused premium

Premium for the days you've 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, us or our

Tower Limited.

You or your

The persons named on your certificate of insurance as the insured. Where you jointly own your boat, this policy insures you jointly.

Call us on
0800 808 808
or visit **tower.co.nz**



Please recycle me. Printed using vegetable based mineral oil free inks on paper from an environmentally certified and responsibly managed forest and mill.
© 2021 Tower Insurance Limited. All rights reserved.

