

Club Rowing Craft

QBE Insurance (Australia) Limited

Product Disclosure Statement and Marine
Insurance Policy



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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide or other documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- QBE by sending an email to marineclaims@qbe.com.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty of disclosure

Before you enter into an insurance contract, you have a duty, under both the *Insurance Contracts Act 1984* (Cth) and the *Marine Insurance Act 1909* (Cth), to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

If you do not tell us something

Where the *Marine Insurance Act 1909* (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

Where the *Insurance Contracts Act 1984* (Cth) applies:

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- Make, model and type of RC
 - Age and construction of RC
 - Sum insured
 - State or Territory where your RC is stored
 - Method of storage for your RC
 - Previous loss history.
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The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, FOS or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- Annually or by instalments,
- cash, cheque, credit card or bank transfer.

Your premium and how you've chosen to pay it are shown on your Policy Schedule.

Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Agreed value	the amount for which we have both agreed to insure your hull, blades and oars, rowing equipment and accessories and trailer taking into account the type of RC, manufacture, model, age and its condition.
Damage	any form of physical harm to the RC but does not include wear and tear or anything that was present before this Policy came into force.
Excess	<p>an excess is the first amount of any claim which must be paid by you. If an excess is applicable to any sections of your Policy the amount will be shown in the Policy Schedule.</p> <p>This amount will be deducted from the amount payable on each claim.</p>
Hull	the shell of the RC and fixtures and fittings that are not normally removable and that would be normally sold with the RC.
Indemnity	<p>to place you in the same financial and/or material position as you were in immediately before your loss.</p> <p>We may deduct an amount for wear and tear, depreciation or betterment.</p>
Latent defect	any flaw in the construction or material used in the construction of the hull of the RC that is not known by you and is not discoverable by a competent trades person carrying out normal inspection.

When we say	We mean
Legal liability	<p>your legal responsibility arising out of the use of the RC to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.</p> <p>Note: This Policy does not provide legal liability cover.</p>
Market value	<p>the value of your RC in your local market, that is the amount it costs to buy the equivalent RC (including GST) from the authorised Australian distributor in your area.</p> <p>Market value is generally based on:</p> <ul style="list-style-type: none"> ● vessel type; ● manufacturer; ● model; ● specifications; ● the age and condition of your vessel (including wear, tear and maintenance history); ● modifications made to the vessel. <p>If the words 'Market value' are shown in your Policy Schedule, your Policy is based on market value.</p>
Omission	a failure to act and includes a failure to do or say something.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	<p>the most recent Schedule we give you. We give you a Policy Schedule when you:</p> <ul style="list-style-type: none"> ● first buy the Policy from us; ● change any part of the Policy or any personal details relevant to it; or ● renew the Policy with us.
RC	<p>the rowing craft described in the current Policy Schedule.</p> <p>Your personal rowing craft is comprised of:</p> <ul style="list-style-type: none"> ● the hull; ● blades and oars; ● rowing equipment and accessories; and ● its trailer.

When we say	We mean
Premium	What you pay us to insure you. It's the cost of this Policy.
Racing	taking part in an organised sporting event.
Rowing equipment and accessories	<p>in accordance with statutory requirements and any other equipment intended for the use of or with the RC including:</p> <ul style="list-style-type: none"> • blades and oars; • detachable canopies; • life-saving equipment including life jackets; • safety equipment installed or carried in as shown in the Policy Schedule.
Salvage	what is left of the RC after it has suffered loss or damage.
Theft	a person has taken your RC without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.
Total loss (Actual or constructive)	<p>your RC is an actual total loss when it is totally destroyed or damaged in such a way that it can be neither recovered nor repaired for further use.</p> <p>If the RC is damaged beyond an amount which we consider economical to repair then we consider it be 'Constructive total loss'.</p>
Total sum insured	the amount we insure your RC for and is the total of the agreed or market value for all items defined as part of your RC, whether individual sums insured are specified for these items by you or not.
Trailer	the trailer described in the Policy Schedule and all its fittings.
Unrepaired damage	damage to the RC sustained before or during the currency of the Policy which is unrepaired at the expiry of the Policy and which you do not intend to repair.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

When we say	We mean
You, your	any of the person or persons named as the insured in your Policy Schedule. If more than one person is named as the insured in the Policy Schedule, we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

What is covered

We will cover your RC while it is navigating or in transit within the cruising limits specified in your Policy Schedule, and including while the RC is laid-up ashore. If no cruising limits are specified in your Policy Schedule then whilst being operated within ten (10) nautical miles of the Australian mainland including Tasmania.

What you are covered for - loss of or damage to your RC

We will cover you for:

(a) Accidental loss or damage to your RC caused by:

- an accident during use or while stored ashore on a permanent storage rack or trestle in a locked shed, garage or premises;
- sinking provided it was in seaworthy condition at the time of sinking;
- malicious damage or vandalism;
- a latent defect within the hull (excluding the cost and expense of replacing or repairing the defective part) causing loss or damage to your RC, provided the loss or damage has not resulted from lack of due diligence (care) by you;
- negligence of the repairers (excluding you) provided the loss or damage has not resulted from lack of due diligence (care) by you;
- an accident during transit by road, rail or transit on a 'roll-on, roll-off' vessel within Australia including loading and unloading.

It is a condition of this Policy that where your RC is left outside on a storage rack, whether a permanent rack or trestle, or on a trailer for transit that it must be secured by at least two suitably strong safety lines or straps that properly secures the RC to the rack, trestle or trailer to prevent it from becoming dislodged by adverse weather conditions.

In the event of a claim you will be required to provide evidence that you have complied with this condition.

(b) Theft or attempted theft of your RC:

- while stored ashore on a permanent storage rack or trestle in a locked shed, garage or premises provided there is physical evidence of visible and violent and forcible removal from or entry to the place of storage;
- while on a trailer and or theft of the trailer, provided there is physical evidence of visible and violent and forcible removal of the trailer,

during racing events whilst on a trailer and or theft of the trailer, provided there is physical evidence of visible and violent and forcible removal of the trailer.

It is a condition of this cover that you are at all times required to take reasonable measures to prevent theft of your RC (e.g. placing rowing equipment/accessories temporarily removed from the RC in a secure place of storage).

In the event of a claim you will be required to provide evidence that you have complied with this condition.

(c) Other expenses

If your RC gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:

- minimise loss or damage; or
- remove the RC to safety (including emergency towing).

You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority.

However, you must advise us as soon as possible after the action has been taken.

Optional overseas racing extension

We will provide additional cover (subject to individual application) to you for accidental loss or damage to your RC:

- while training and participating in each individual organised rowing regatta in Inland and other waters anywhere in the world as specified in the Policy Schedule;
- during transit by sea or air from Australia to destination and return transit, and land transit at destination between arrival and departure ports and locations for each individual regatta as specified in the Policy Schedule.

The sections of the Policy called:

- 'What you are not covered for - Loss of or damage to your RC'; and
- 'When you are not covered';

also apply to this extension.

What you are not covered for - loss of or damage to your RC

We will not cover you for:

- theft of your RC or any part of it by persons to whom you have loaned your RC;
 - loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law;
 - changes in weight or performance of the RC or rowing equipment and accessories whether before or after repair or replacement;
 - depreciation following repairs;
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- loss or damage caused by normal wear & tear including scratching, bruising or denting and the subsequent cost of repairing or re-varnishing;
- loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin;
- loss or damage caused by rusting or other forms of corrosion, or electrolysis;
- loss or damage caused by lack of maintenance;
- loss or damage caused to the RC when the storage rack, whether a permanent rack or trestle used to support the RC are not in a fit state of repair and adequate for the purpose intended;
- structural failure. However, we will pay the resultant damage to your RC due to the failure, but we will not pay for the cost of repairing or replacing the item that failed;
- the cost of repairing or replacing any part of the RC which is defective and the defect is caused by fault or error in design or construction or faulty workmanship;
- financial, emotional or psychological loss which occurs because you can not use your RC;
- damage to protective covers caused by the force of wind unless there has also been damage caused to the RC;
- any claim arising directly or indirectly from pollution or contamination by any substance;
- any fine or penalty;
- money, credit cards, spectacles, sunglasses, watches, jewellery, cameras, mobile phones, pagers.

How much we pay - loss or damage to your RC

If your RC is accidentally damaged or stolen the basis of claims settlement will be:

Total loss

If it is determined that your RC is an actual loss or constructive total loss, we will at our option:

- pay the agreed sum insured as shown in the Policy Schedule, and take ownership of the salvage; or
- pay the amount of loss or damage up to the sum insured or its market value, whichever is the lesser, if the word 'market value' are shown in Policy Schedule;
- replace your RC with an equivalent RC of the same make, model or series so long as it is available in Australia, and take ownership of the salvage.

Where repair costs are less than 50% of the sum insured we will not pay for the additional repair costs or treat the RC as a constructive total loss solely due to the RC not meeting specifications due to changes in weight or performance of the RC or rowing equipment or accessories, whether before or after repair or replacement.

Partial loss

Repairs

If we accept your claim and decide your RC can be repaired, we will, at our option:

- repair your RC or the part(s) involved to as near as possible to the condition and standard it was before the loss or damage occurred; or
- pay you the reasonable cost of repairing your RC or part(s) to as near as possible to the condition and standard it was before the loss or damage occurred.

Where repair costs are less than 50% of the sum insured we will not pay for the additional repair costs or treat the RC as a constructive total loss solely due to the RC not meeting specifications due to changes in weight or performance of the RC or rowing equipment or accessories, whether before or after repair or replacement.

However the maximum amount payable will not exceed the total sum insured under any circumstances. Any lost or damaged parts will become our property.

Replacement of parts

If we accept your claim and decide the part(s) can be replaced, we will, at our option:

- pay you the reasonable cost of replacing the part(s) to as near as possible to the condition, standard and specification it was before the accident;
- pay you the sum insured of the part(s) involved and take ownership of any salvage; or
- pay you the current market value of the part(s) (where there is no agreed value) and take ownership of any salvage.

Where you have not specified a separate sum insured for the part of the pleasure craft, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances.

We will not:

- pay the extra costs to repair your RC to a better condition and standard than it was before the loss or damage;
 - fix a fault in your RC that existed before the loss or damage occurred; or
 - pay for repairing pre-existing damage that you did not repair, or make a claim for in the past. If we agree, you can pay the extra cost of repairing this damage as part of our repairs.
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Contribution to repairs

If your RC is less than five (5) years old we will pay for the cost of repairs using new parts as needed.

If your RC is aged five (5) years or more we may require you to contribute towards the cost of buying new parts used for repairing your RC if the damaged parts are affected by age or wear and tear.

Pairs of blades

It is agreed that in the event of total loss of one blade from a pair of blades and a matching replacement blade is unavailable, then the pair of blades will be considered a total loss and we will pay the sum insured of the pair of blades or replacement price whichever is the lesser.

You must clearly mark all pairs of blades so as to be easily identified as your property.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

In no case will this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
 - any chemical, biological, biochemical, or electro-magnetic weapon.
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This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

Additional exclusions applying to this Policy

We will not cover you:

1. for your legal responsibility arising out of the use of the RC.
2. when your RC is outside the cruising limits defined in the Policy Wording or as described in your Policy Schedule.
3. when your RC was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred. But we will cover you if you were not on board the RC at the time and can clearly demonstrate that you had no reason to suspect that the person in control would be under the influence of alcohol and any drug or had a percentage of alcohol or drugs in excess of legal limits.
4. when your RC was being used for an unlawful purpose.
5. when your RC was being used for hire or charter, or for payment or reward at the time of the accident.
6. when your RC was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law. But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed.
7. when your RC is being transported on a non purpose built trailer.
8. when your RC is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you.
9. when you do not keep the RC in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (e.g. Waterways Authority Regulations).

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Automatic reinstatement

When we pay a claim for your RC or an item under this Policy, the sum insured for your RC or that item is automatically reinstated to the amount shown in the current Policy Schedule, provided you:

- give us written details of the replacement RC or item(s) within 14 days of buying them; and
- pay us any additional premium that we ask for.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- if there is any significant change in the condition or use of your RC which may affect our decision to insure it, including but not limited to:
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- a change of storage location,
- a change of type of storage,
- a change of the use of the RC,
- if any event happens that may mean you may make a claim, and/or a claim may be made against you by another person, you must tell us within thirty (30) days of the event happening.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do

For us to consider your claim, you must:

- promptly take all reasonable and responsible precautions to prevent any further loss or damage to your RC;
- make a report to the police if there is injury, malicious damage and theft or attempted theft of your RC;
- contact us and tell us details of what has happened; complete our claim form and any other form we ask you to
- complete, and take it or email it to our claims department at any of our offices. Our claim form is available from your financial service provider or you may download it from www.qbe.com.au.

You must not authorise repairs to your RC without our consent

Only we have the right to settle or defend a claim against you by another person.

If we agree you have a claim, only we have the right to:

- make or accept any offer or payment, or in any other way admit you are liable;
- settle or attempt to settle any claim;
- or defend any claim.

When we may refuse a claim

We may refuse a claim if amongst other things:

- you do not do what your duty to disclose facts (duty of disclosure) requires you to do;
 - in the application or when making a claim, you: are not truthful,
 - have not given us or refuse to give full and complete details, or have not told us something when you should have,
 - you do not at all times take reasonable care to:
 - prevent theft of the RC, rowing equipment, blades, oars and accessories and trailer,
 - protect your RC against any initial or further loss or damage, keep your RC in good condition,
 - prevent loss or damage to other peoples property, and
 - obey any statutory requirements that safeguard people or their property,
 - you do not give us the documents and information we may need to help us decide on any amount that we may pay you;
 - you do any of the following without our knowledge and consent:
 - make or accept any offer or payment, or in any other way admit you are liable,
-

- settle or attempt to settle any claim, or defend any claim,
- you do not as soon as possible make a report to the police about: any malicious damage or vandalism to your RC, or
- any theft or attempted theft of your RC,
- You must give us a written statement from the police saying that you reported such an event to them.

What we do

We may take over and conduct recovery proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
 - The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.
-

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- proof of purchase (e.g. a sales receipt, sales invoice or sales contract) that shows a description, amount paid, where and when you bought it and from whom including financial transactions (e.g. debit details, credit card or bank statements);
- if registered, the current registration papers for your RC;
- valuations that substantiate the value of your RC;
- survey reports that substantiate the condition and value of your RC;
- current photographs of your RC including interior and exterior views.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Excesses

For most claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule.

The following details the excess payable based on the sum insured of your RC:

Sum insured Policy excess

Sum insured	Policy excess
\$0 - \$15,000	\$250 per insured item
\$15,001 - \$25,000	\$350 per insured item
\$25,001 - \$50,000	\$500 per insured item
\$50,000 and above	\$1,000 per insured item
Other Policy excess	
Blades and oars	\$50 each
Overseas racing extension	As agreed

When you will not have to pay an excess

You will not have to pay an excess for claims for total and/or constructive total loss of your RC.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.
