

Effective 15 December 2023

Farm & Lifestyle Block Insurance

Boat Policy



Welcome to your AMP Farm & Lifestyle Block insurance policy

Thank you for choosing this AMP Farm & Lifestyle Block insurance policy to protect what's important to you.

This AMP branded general insurance products is underwritten by Vero Insurance New Zealand Limited. Vero will be your contact for the ongoing management of your insurance and for any claims you need to make.

In this policy wording, we've set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

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Welcome to the Boat policy — insurance for your personal boat

Our Boat policy is designed for private *boats* and their equipment. It also includes *dinghies* and jet skis, as well as most legal liabilities owners might incur. It covers you for most *accidental* damage and liability when using and storing your boat, and for damage to your boat when it is being towed.

In this policy wording, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

Who we mean by 'you'

When we say 'you' or 'your' we mean any party named in your policy *schedule*. 'You' includes any other person using your *boat* with your direct permission.

Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited — Vero Marine.

The documents that make up your insurance policy

Your insurance policy is made up of three parts.

- This policy wording. It explains what we do and don't cover, how to contact us, the responsibilities you have under the policy, and how to make a claim.
- Your policy *schedule*. It gives details specific to you, including who and what is insured, and when cover starts and ends. Your policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
- Other information we give you or you give us, for example in the proposal, application, declaration, emails, or conversations. This applies whether we receive the information from you or your broker or adviser. It applies to information in any format, including verbal information and physical or electronic documents.

Read your policy wording, so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording and your policy *schedule*, as long as your *premium* payment is up to date.

Read your policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this document, contact your insurance broker or adviser if you would like more information.

Words in italics have specific meanings

When words are in italics, they have specific meanings that we've defined in the 'Definitions' section on page 19.

Headings in this policy wording are descriptive, and examples are illustrative

The headings in this policy wording are descriptive, to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret policy's meaning.

The examples we give in this policy are to illustrate ideas only — they're not contractually binding.

Your Boat cover under this policy

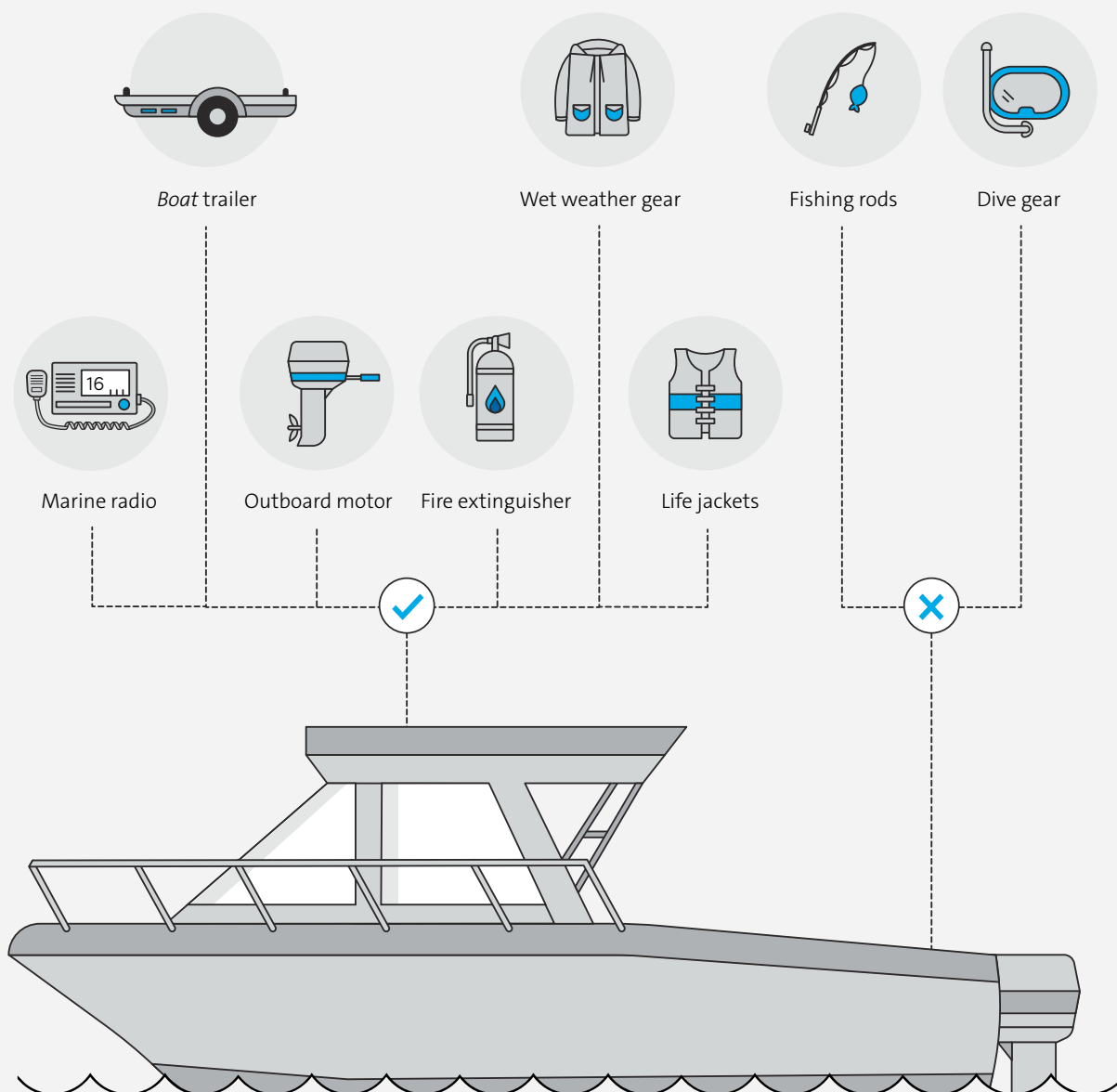
You're covered for *accidental loss* anywhere in *New Zealand* during the *period of insurance* to:

- your *boat* — as noted on your *schedule*
- *other property*
- fishing, diving, and sporting gear if it is specified on your *schedule*.

Your cover also includes the benefits listed under the heading 'Benefits we include in your cover' on page 5, if the circumstances they outline apply.

Your cover, including the benefits and optional benefit, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

Boat and accessories



Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

Boat change — we'll temporarily cover replacement or additional boats

If you change your *boat* or buy another one for your own use, we cover it automatically for 30 days.

We cover the replacement or additional *boat* for its *market value*, up to \$50,000 — but otherwise on the same policy terms that apply to the *boat* currently listed on your *schedule*.

You must give us full details of the replacement or additional boat within 30 days of buying it. If you don't, cover for it stops automatically.

Boat parts and accessories at home — we'll cover parts and accessories that aren't fitted to your boat

We'll cover *boat accessories* or spare parts that are not fitted to your *boat*, and that you keep at your *home*. We'll cover them if they are:

- stolen
- *accidentally* damaged by fire.

We'll pay up to \$500 for any one event, after deducting your *excess*.

Emergency costs — we'll cover emergency transport and repairs

If you have an *accident* that we've agreed to cover under this policy, we'll pay for some emergency costs if you need us to.

We'll pay for:

- the reasonable cost incurred by you for the rescue of you, your crew, and passengers — up to \$1,000
- accommodation and transport to get you, your crew, and passengers to your home if your boat is unusable after the *accident* — up to \$500
- getting your *boat* to the nearest repairer or safe place, or the cost of essential repairs so you can get the *boat* to your destination or a repairer
- returning your *boat* to your home after it's repaired, or if it was stolen and recovered.

Legal liability — we'll cover your legal liability if you cause damage, loss, or injury

We'll cover you for your legal liability to pay *damages* or *reparation* for *accidental loss* to someone else's property, or *accidental bodily injury*.

The liability must:

- arise from a single *accidental* event during the *period of insurance*
- be caused in some way by your *boat*
- happen in *New Zealand*.

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence that resulted in damage to someone else's property or *bodily injury* to another person.
- Obtain our written approval before you make any offer of *reparation*.

Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* if any of the following apply.

- You're using a boat that belongs to someone else and is not hired to you under a hire purchase or lease agreement. We won't pay for *loss* to the boat you're using.
- Someone else is using your *boat* with your permission, or is being towed by your *boat* while water-skiing (or similar) — as long as they're not otherwise excluded from cover or otherwise insured. Where there is cover for this person under this benefit, the word 'you' also includes the person entitled to cover.
- The loss to someone else's property, or *bodily injury*, is caused by you raising, removing, or destroying the wreck of your *boat*, or trying or failing to do any of these.

What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for *loss* to property that you own, or that's in your custody and control.

We won't pay for any exemplary or punitive damages awarded against you.

We won't pay for any legal liability:

- arising from the ownership, possession or use of any mechanically propelled vehicle which is both of the following.
 - Registered under the Transport Act 1962.
 - Able to tow or carry property insured under this Boat policy wording.
- relating in any way to any business or employment, or to any passenger who's paid a fare.
- where any exclusion in the section 'Exclusions – things we don't cover' applies.
- where you, anyone else, or any organisation covered under this benefit either:
 - is entitled to cover under any other policy
 - fails to meet the terms and conditions of this policy.

Limits on what we'll pay for Legal liability

For any one *event*, we'll pay:

- for *loss* or damage to someone else's property, up to \$5,000,000
- for *bodily injury*, up to \$1,000,000.

During any one *period of insurance*, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$5,000,000.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above. The maximum we will ever pay for any one event is \$5,000,000.

We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll pay your legal defence costs and expenses incurred by you. We won't pay legal defence costs and expenses in relation to an offence or where you're legally liable to pay *reparation*.

Medical payments — if someone suffers an injury on your boat

If there's an accident causing an injury to any person while they're on board, boarding or leaving your *boat*, we'll pay up to \$2,000 towards their reasonable medical and ambulance costs.

We'll pay for costs incurred within one year of the injury.

Replacing flares and extinguishers — if they were used to try to minimise loss

If we accept a claim under this policy, we'll pay up to \$1,500 to replace flares or extinguishers used in an attempt to minimise *loss* or damage.

Salvage and associated costs — removing a wreck after an accident

If you abandon your *boat* after an accident that we cover, we'll pay the reasonable costs for:

- salvage and wreck removal costs, you're liable for
- expenses you incur in minimising further *loss* from the *accident*.

Storage or repair — for boat parts or other property removed from your boat

We'll cover any part of your *boat*, or *other property*, if you temporarily remove it from the boat to repair or store it in securely locked premises.

We'll also cover the part of your *boat* or *other property* while it's in transit to be repaired or securely stored.

Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit, it will appear on your *schedule*.

Racing risk cover for sail boats — we'll cover accidental damage to equipment while racing

If you're racing your sail *boat* and it suffers *accidental loss*, we'll pay the cost to repair or replace your:

- masts
- spars
- booms
- spinnaker poles
- sails
- rigging
- anchors.

We'll pay up to the *market value* at the time of the claim for the damaged equipment listed above.

We won't pay for any proportion of the cost of repair or replacement that will put the equipment in better condition than it was prior to the *accident*.

We'll apply the additional excess listed on your *schedule* to any claim under this benefit.

Exclusions – things we don't cover

This policy doesn't cover everything. This section explains the exclusions.

Alcohol or drugs

We won't provide cover if, at the time of the *accident*, the person in control of your *boat* or towing your *boat*:

- had a breath or blood alcohol level higher than allowed by New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of intoxicating drugs.

We'll assume the alcohol in the person's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is in control of your boat or towing your *boat* with your permission.

Communicable diseases

We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following:

1. communicable disease
2. the actual, or perceived, fear or threat of communicable disease
3. actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion doesn't otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or *event* contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things:

- any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
 - virus
 - bacterium
 - parasite
 - other organism
 - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the *Health Act 1956*.

Costs covered by ACC

We won't cover you for amounts that can be recovered under ACC, or money that ACC doesn't pay due to:

- a failure to correctly notify a claim to the ACC within the time required under the *ACC Act*
- a failure to claim any entitlement under the *ACC Act* for any other reason
- ACC declining a claim or limiting its liability.

Criminal or reckless activity

We won't cover any loss, damage, cost, or liability in any way connected with:

- criminal activity involving anything this policy covers, unless you prove that you didn't have reason to suspect that criminal activity was happening
- any deliberate, intentional, knowing, wilful or reckless act, or failure to act, whether criminal or otherwise, committed by you, or anyone this policy covers.

Cyber acts and incidents

We won't cover any loss, damage, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a loss covered by this policy causes a *cyber incident*.

However, if there's resulting loss to your *boat* caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

Data

We won't cover any loss, damage, liability, cost or expense of any kind in any way connected to:

- *data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted or misappropriated
- errors in creating, amending, entering, deleting or using *data*
- total or partial inability or failure to receive, send, access or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.

Defects or faults

We won't cover any cost to remedy a design fault or defect in design or construction. We won't cover any cost to alter your *boat's* design.

However, if there's resulting *loss*, we'll cover it (unless it's excluded under another part of this policy).

Excesses

We won't cover any *excesses*.

Fire and Emergency Act 2017

We won't cover you where your liability arising directly or indirectly from any fire you intentionally lit that didn't comply with either:

- the Fire and Emergency Act 2017
- any other statutory or local body requirements governing the lighting of fires

Hire or charter

We won't cover any *loss*, damage, or liability that is caused while your *boat* is let out on hire or charter, or used for anything other than private pleasure purposes.

Illegally leaving the scene of an accident

We won't cover any *loss*, damage, or liability if the person in control of your *boat* or towing your boat doesn't stop or leaves the scene of an *accident* when it's an offence to do so.

This exclusion applies to anyone who is in control of your *boat* or towing your *boat* with your permission.

Invalid or breach of driver's licence

We won't cover *loss*, damage, or liability if the person towing your *boat* either:

- didn't have a valid licence to drive the vehicle at the time and place of the *accident*
- wasn't complying with the conditions of their driver's licence

Loss of use, consequential loss, or loss of value

We won't cover any *loss*, damage, or liability that involves, or is in any way connected with loss of use, consequential loss, or loss of value.

Mechanical or electrical breakdown

We won't cover breakdown, breakage, or failure of:

- any part or *accessory*
- the engine
- the transmission
- mechanical, electrical, or electronic systems.

If any of the above do break down, break, or fail, we also won't cover any *loss* that their failure may cause to the rest of these systems.

This exclusion won't apply if the breakdown, breakage or failure of the above was caused by any of the following:

- A malicious act
- Collision
- Impact
- Earthquake
- Fire
- *Flood*
- Lightning
- Overturning of your *boat*
- Theft
- Illegal conversion
- Volcanic eruption.

Moorings

We won't cover *loss*, damage, or liability caused by or involving any one of these situations.

- Your *boat* being unattended at anchor or on a swing mooring for more than 24 hours. We will provide cover if this is your *boat's* usual mooring or berth, or if the mooring meets the standards of the Port Authority or Local Authority.
- Permanent moorings that are not in good order, or don't meet the minimum standards of the Port Authority or Local Authority.
- Swing moorings that haven't been inspected and maintained within the last 3 years.

Nuclear activity

We won't cover *loss*, damage, or liability in any way connected with nuclear weapons, ionising radiation, contamination by radioactivity from nuclear fuel, or its waste.

Outboard motors unsecured

We won't cover *loss* by theft of outboard motors unless they were secured in one of these ways.

- Securely locked to a *boat*.
- Stored in a securely locked part of a *boat*.
- Stored in a securely locked building.

Pre-existing damage

We won't cover any pre-existing damage.

Racing your motorboat

If your *boat* is mainly motor powered, we won't cover *loss* while it's racing, or being prepared for a race, reliability or time trial, or similar event.

Racing your sail boat

Unless your *schedule* shows you have the optional 'Racing risk cover for sail boats' benefit (see page 7), while you're racing your sail *boat*, we won't cover either:

- *loss* to sails or protective covers caused by wind, or
- any damage to masts, spars, booms, spinnaker poles, rigging, or anchors.

Terrorism

We won't cover *loss*, *damage*, or *liability* that's in any way connected with any act of terrorism. This includes any act of terrorism that's in any way connected to pollution, contamination, or explosions that are:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act that:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

War

We won't cover *loss*, *damage*, or *liability* in any way connected with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- civil commotion assuming proportions of or amounting to an uprising
- military uprising
- popular uprising
- rebellion
- revolution
- insurrection
- military or usurped power.

Wear and tear, corrosion, or depreciation

We won't cover:

- depreciation
- wear and tear
- leakage and breakage
- *loss* or damage caused by the action of light
- inherent nature of the insured property
- delamination, corrosion, rust, electrolysis, rot, mildew, mould, or gradual deterioration
- damage caused by marine organisms, insects, or vermin (except possums).

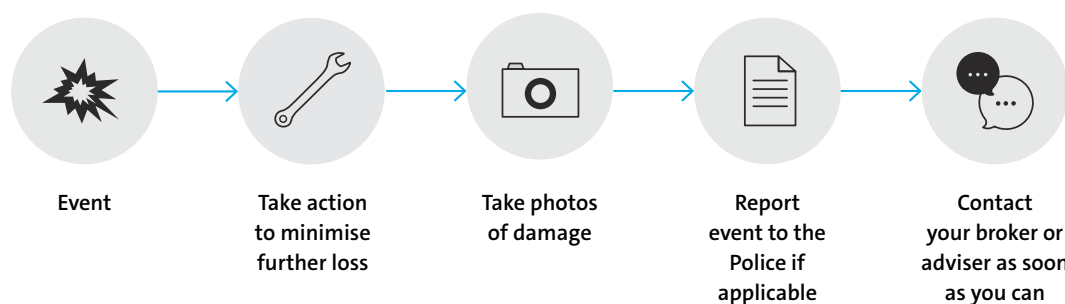
How to make a claim and what happens next

If something happens and you think you may need to make a claim, first make sure everyone is safe. Then, contact your AMP adviser, broker, or us as soon as possible. Once we have all the information we need, we'll decide the best way to advance your claim.

How to make a claim

If something happens that could cause you to claim under this policy, you must tell us or your broker or adviser as soon as possible. You must also:

- do whatever is reasonable to minimise the loss
- take photographs of the damage in case you need to show them to us later
- as soon as possible, send us any communications you receive related to an *event* which may give rise to a claim
- allow us to inspect any damage
- get our consent before doing repairs
- provide any information or help we request, such as proof of value and ownership. Proof might include receipts, bank or credit card statements, valuations, photographs and sale and purchase agreements
- report it to the Police if applicable, and note their reference number
- at your cost, cooperate with our assessors, investigators, lawyers, and anyone else helping us. These costs could include meeting with them.



! Claim responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay or decline your claim
- require you to pay back to us anything we've paid for the claim.

When we settle a claim

We may direct disposal or salvaging of your boat

When we've accepted your claim, we may direct disposal or salvaging of your *boat*. Unless we've accepted you abandoning the *boat* to us, you remain the owner and you are still legally liable for your property.

We'll act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

We'll share and collect information about your claim

You allow us to share information with *others* about any claim you make under this policy. You also allow us to get information from *others* that's relevant to any claim you make under this policy.

What you must do to help us settle your claim

Obtain our permission before you incur expenses or negotiate claims

You must get our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

Complete documents agreeing settlement

Before we settle your claim, you must complete documents accepting our settlement for your claim.

You'll have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim. The *excess* forms the first part of any loss you're claiming for.

We'll take the *excess* away from the amount of your claim, not from any policy limit.

If *loss* arises from multiple incidents, occasions, or *events*, the *excess* (or each relevant *excess*) applies to each incident, occasion, or *event* that causes *loss*. If more than one *boat* insured under this policy is damaged, the *excess* applies to each *boat*.

Different types of excess can apply

More than one type of *excess* could apply — the specific circumstances of your claim will determine the total value of the *excess* you need to pay. If more than one *excess* applies, they'll apply cumulatively — they'll be added together to reach the total *excess*. Any amount shown on your policy *schedule* or described in this policy wording as an *excess* could apply, this could also include imposed or voluntary *excesses*.

You pay the excess in one of two ways

When you make a claim, we'll handle the *excess* in one of two ways.

- We'll ask you to pay the *excess* — either to us, or to the repairer directly.
- We'll subtract the *excess* from the money we pay you when we pay your claim.

How we settle your Boat insurance claim

If your *boat* or *other property* suffers *loss* which we accept under this policy, we'll decide if it's safe and economical to repair, or if it needs to be replaced.

We will pay the cost of repairing or replacing your boat and *other property* up to their *market value* at the time of the claim.

We may ask you to contribute to the cost of repairs

We may ask you to contribute to the cost of repairs for your *boat* or *other property*. We'll do that if, after the repairs, it is in much better condition or worth more money than before the *accident*.

We won't ask you to contribute if the *boat* or *other property* is less than 1 year old when the damage occurs.

Your responsibilities

This section outlines the responsibilities you must meet.

Information given to us must be correct

Your proposal, application, or declaration form is the basis of this contract.

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration — whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. We will also cancel the policy at this point without any refund of any unused *premium*.

You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy,
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or *avoid* the policy. This may affect your ability to obtain insurance in the future.

Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Some examples of when you might need to do this are when you:

- make any modifications to the manufacturer's standard specifications
- make structural changes to your *boat*
- modify your *boat's* performance, speed or stability
- *change where you keep your boat.*

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, reduce any claim payment, or *avoid* the policy.

If you're paid reparation, you may need to pay it to us

If anyone covered by this policy is paid *reparation* for loss to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we've made, up to the amount of the *reparation* received.

Policy conditions and other important information

How your policy can be cancelled

You can cancel your policy

You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel it within 30 days if you change your mind. We'll refund all the *premium* you've paid if you haven't made a claim.

You can cancel after the cooling-off period

You can cancel your policy in writing at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any *premium* you've already paid for insurance cover after the cancellation date.

We can cancel your policy

We can write to you to cancel your policy

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your insurance broker or adviser.

Your policy will be cancelled from 4.00pm on the 7th day after we send the letter. We'll refund any *premium* you've already paid us for cover after the effective date of the cancellation.

We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We will not refund any *premium* you've already paid for cover after the cancellation date.

! If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You'll have to pay back any claim payments we've made to you, and we'll refund you any *premium* you've paid to us.

This might mean you find it difficult to get other insurance in the future.

We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured by this policy has breached any of these terms or conditions, we can refuse a claim, or reduce the payment.

However, nothing in this policy wording affects our rights or yours under common law, including our right to *avoid* this policy for not making full disclosure in accordance with your duty of disclosure.

This policy can cover multiple parties as joint insureds

This policy is a joint policy if your policy *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each insured person as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all insured people from claiming under this policy.

We only pay once if more than one policy or benefit could apply

We'll only pay once under one of your policies for the same loss or liability. This is the case even if more than one policy or the same benefit under more than one policy could apply.

Assigning or transferring your policy to someone else

You must not assign this policy, or your interest in it, to any other person or party without our written permission. For example, if you sell your *boat* you cannot transfer this policy to the buyer.

Care of your boat, trailer and mooring

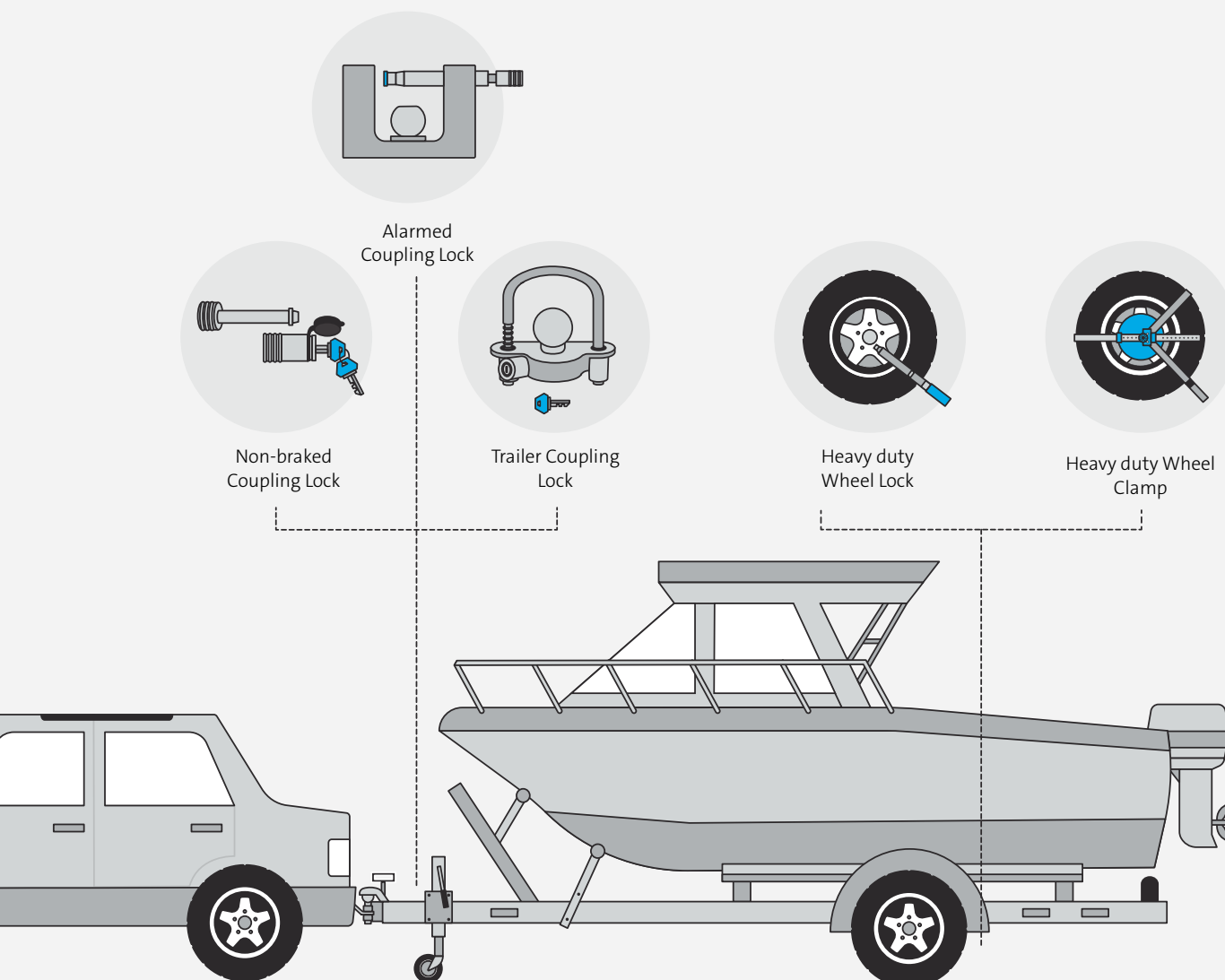
You must take all reasonable steps to prevent loss or damage to your *boat*, *trailer* and mooring and maintain them in good condition. These steps will be at your cost or expense. Your *boat* must be seaworthy, and your *trailer* must be roadworthy and fit for purpose.

We won't accept a claim for loss or damage, and any resulting damage, caused by wear and tear.

We won't accept a claim for loss or damage, and any resulting damage, if it's reasonable to attribute it to poor maintenance.

You must secure your *trailer craft* and *trailer* with a recognised *security device* when unattended, unless kept in a fully enclosed and secured building. If your *trailer craft* or *trailer* isn't secured, a further \$2,500 *excess* applies for claims involving its *theft*.

Recognised security devices



Being reckless or negligent in the care of your boat, trailer or mooring

We won't cover loss, damage, or legal liability in the *event* that you are reckless or grossly negligent. Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the loss happened.

Our right to examine your boat and trailer

We have the right to examine your *boat* and *trailer* if you ask to amend your insurance with us. We can also examine it:

- during a *period of insurance*
- after a *period of insurance* has finished if you have an outstanding claim.

Moving your boat

We'll only pay costs caused by moving your *boat* if we've agreed to beforehand.

If your boat is financed

If your *boat* is secured under any kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy.

Where required, we'll share personal information about you with any party that holds a financial interest.

We don't cover parties with a financial interest under this policy, and those parties can't make claims.

New Zealand law applies to this policy

This policy is governed by New Zealand law and New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

When this policy mentions an *Act* of New Zealand Parliament, this includes any substitution, amendment, or replacement of the *Act*. It includes the regulations under the *Act*.

We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

Definitions

Definitions explain words frequently used in the policy. Defined words are shown in italics.

ACC

The Accident Compensation Act 2001, or the Accident Compensation Commission.

Accident, accidental, and accidentally

A sudden and unforeseen *event* causing physical loss, damage, or *bodily injury* that a reasonable *boat* owner wouldn't intend or expect.

Amphibious vehicle or amphibious boat

A *vehicle* or *boat* that can navigate on water, as well as moving under its own power on land. It uses wheels, powered air cushions or tracks to move on land. *Hovercraft* are not included under this definition and cannot be insured under this policy.

Avoid (a policy)

We'll treat your policy as though it never existed in accordance with the legal principles which govern the duty of disclosure and its remedies.

Boat

Any type of craft or vessel that's made or intended to float on or in, or travel through water.

Boat includes the hull and any fixtures, fittings, and equipment, which are permanently on board, including:

- sails, masts, spars, and rigging
- machinery and motors (inboard and outboard)
- anchors and warps
- fish finders, depth sounders, other navigational aids, and marine radios
- boat trailers.

Bodily injury

Bodily injury (including death), illness, disability, disease, shock, fright, mental anguish, or mental injury to another person

Burglary

Theft following violent and forced entry or exit to a boat or building. The theft must be reported to the Police.

Constructive total loss

Loss where your *boat* is a complete loss, but not physically destroyed. Your *boat* can be a *constructive total loss* when:

- the cost of saving or repairing it is more than its insured value in your policy *schedule*
- there has been *accidental* loss or damage to your *boat*, and it was reasonable for you to abandon it.

Computer system

Computer system means any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including data processing equipment
- server, cloud or microcontroller equipment
- any similar system, input, output, data storage device, networking equipment or back up facility.

Cyber act

Cyber act means one or more unauthorized, malicious or criminal acts, involving accessing, processing, using or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

Cyber incident

Cyber incident means either of the following:

- Any error, omission or series of related errors or omissions involving accessing, processing, using or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using or operating any *computer system*.

Damages

Money you have to pay because of a judgment against you, or a settlement we negotiate. *Damages* can include the other party's costs, and interest.

Damages doesn't include:

- punitive or exemplary damages
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

Data

Data means any kind of information, including facts, concepts or code.

In this definition, we mean information that is converted, recorded or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

Event

A specific incident that occurs at one place and one time. An *event* may or may not give rise to a payable claim.

Excess

The amount you must pay towards the cost of any claim.

Flood

The inundation of land by water that has either:

- escaped or been released from the normal confines of the sea, a watercourse, reservoir, pond, dam, or lake
- run off, accumulated, or pooled.

The definition does not apply if it is only your property that is inundated.

Hovercraft

A powered aircushion *vehicle*, which is fully or partially supported by air reacting against the surface it operates on. *Hovercraft* cannot be insured under this Pleasurecraft policy.

In New Zealand

Any of the following locations:

- in New Zealand
- in transit within New Zealand
- within 150 kilometres of New Zealand's coastline, but not on trips to or from ports and/or places outside New Zealand.

Loss

Accidental physical loss or physical damage. It doesn't mean prevention of use or loss of functionality or usefulness.

Market value

The value of your *boat* or *other property* immediately before the *loss*.

Other property

Your dinghy, gear, and equipment kept permanently on board your *boat* but not permanently attached to it, including:

- life jackets
- flares
- fire extinguishers
- tools
- clothing and wet-weather gear
- bedding
- food and cooking utensils
- other similar accessories.

Period of insurance

A continuous period during which your *boat* is insured with us. This period is most often one year.

Personal watercraft

Popularly known as a jet-ski — a recreational watercraft powered by an inboard motor incorporating a water-jet pump and normally ridden by straddling a seat. This definition also includes the watercraft's *trailer*.

Premium

The amount you need to pay us to ensure cover commences and remains in force. This includes the first *premium* and any subsequent *premium*, and includes any government levies and taxes.

Recognised security device

A device attached to your *boat*, *trailer*, or *personal watercraft*, designed to deter and prevent *theft*. It includes *trailer* locks, security cables, wheel clamps, and tow bar locks. See image in the 'Care of your *boat*, *trailer* and mooring' section.

Reparation

An amount a New Zealand court orders you to pay to the victim of an offence under section 32 of the Sentencing Amendment Act 2014.

Reparation doesn't include:

- reparation resulting from an offence under the Health and Safety at Work Act 2015
- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes, or any other payment that is unlawful to insure against
- your legal defence costs or expenses relating to an offence.

Road

Any type of road as defined in the Land Transport Act 1998. For example, this includes a beach.

Schedule

The policy schedule, policy change, endorsement, expiry notice, or renewal notice that we most recently issued to you or your insurance adviser.

Theft

The act or crime of stealing, reported to the New Zealand Police.

Trailer

A wheeled cradle or structure designed for, or suitable for, transporting your *boat* or *personal watercraft* on land.

Total loss

We have declared that your property is damaged beyond economic repair or is stolen and remains unrecovered.

Contact us

0508 806 244 | amp.co.nz

Thank you for choosing AMP to protect your home and assets.
Contact your AMP Adviser or Broker if you need any further assistance.