

# Boat Insurance

Product Disclosure Statement (PDS)



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It pays to belong

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We are one of the largest providers of general insurance in Queensland. You have access to our network of stores and agents throughout Queensland and we have a call centre that you can reach 24 hours a day, every day. If you have any questions about our products or services or need help to make a claim, you can:



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Policy enquiries

**13 1905**

Claims enquiries

**13 7202**

Membership enquiries

**13 1905**

General enquiries

**13 1905**



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**9:00 to 5pm**

**Monday to Friday**

(check your local branch for weekend or outside normal business hours opening)



## Read more about us at

Insurance

[racq.com/insurance](http://racq.com/insurance)

Membership

[racq.com/membership](http://racq.com/membership)



## Send us an email

Policy enquiries

[racq@racq.com.au](mailto:racq@racq.com.au)

Claims enquiries

[claims@racq.com.au](mailto:claims@racq.com.au)

General enquiries

[racq@racq.com.au](mailto:racq@racq.com.au)

Membership enquiries

[lifestyle@racq.com.au](mailto:lifestyle@racq.com.au)



## Write to us at

General enquiries

**PO Box 4, Springwood Queensland 4217**

# Welcome

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## What is this document?

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase a policy.

This PDS sets out the conditions that apply to your policy including what we do and don't cover, the exclusions that apply under your policy, and what we pay when you make a claim. This PDS applies to any offers of renewal we make unless we tell you otherwise.

This PDS, your Certificate of Insurance, and any Supplementary Product Disclosure Statement are very important documents and you should read them carefully. If you don't understand anything in them, you should consider getting advice or call us so we may assist you.

## Who is this product for?

There are several types of cover which are disclosed within this PDS. To understand who this product has been designed for, the different types of cover, and if the cover is likely to be consistent with your needs, objectives, and financial situation, you can review the Target Market Determination document which is available on our website at [racq.com/insurance](http://racq.com/insurance), or you can request a copy by calling us on 13 1905.

## Who issues your policy?

RACQ Insurance Limited issues your insurance policy and is responsible for the obligations set out in this PDS and any Supplementary Product Disclosure Statements.

# Snapshot of this PDS

This is a guide to the key sections of the Boat Insurance policies we offer. Please read this PDS, your Certificate of Insurance, and any Supplementary Product Disclosure Statements for full details.

## 1. How your policy works

p.13-15

Who is involved in this contract of insurance, when the policy starts, and what happens if you change your mind.

We also explain the other important documents that make up your policy.

The documents that make up your policy are:

- Certificate of Insurance
- Product Disclosure Statement (PDS)
- Supplementary Product Disclosure Statements

## 2. What your cover includes

p.17-35

What we consider to be your boat and what you are covered for.

The type of cover you have will depend on your boat and the level of cover you have selected.

You may have more than one type of cover if you have more than one boat insured.

Specific exclusions apply to certain parts of your cover. See the section of cover that applies to the type of cover you have for more information.

The type of cover you have is shown on your Certificate of Insurance.

This PDS is made up of 2 types of cover:

- Comprehensive Boat Insurance
- Third Party Liability Boat Insurance

## 3. What your cover does not include

p.37-41

The general things we do not cover under your policy. These are known as general exclusions and apply to all parts of your cover, and all types of cover.

You should read these carefully to understand what we will not cover as a part of your policy.

These general exclusions apply in addition to the specific exclusions found within the 'What your cover includes' section.

It is important that anyone who uses, is in control of, or who drives or tows your boat are aware of these general exclusions as they apply to them also.

## 4. What you are responsible for

p.43-49

The responsibilities you have, and conditions that apply to your policy.

It is important for you to know about these responsibilities and conditions.

If you don't comply with any condition or term of your policy, it may affect whether we pay your claim.

## 5. What you need to know about claiming

p.51-58

What happens when you need to claim on your policy, and the process that we will follow with your claim.

This includes how to make a claim under your policy, your responsibilities when making a claim, how we settle your claim, and what excesses may apply to your claim.

## 6. Other information

p.61-70

Other important information you should know such as how we calculate your premium, handle your personal information, manage disputes or complaints, and definitions for words that have special meanings.

# How to read this PDS

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We have designed this PDS so it is easy for you to see what is covered, any limits that apply to your cover, what is not covered, your responsibilities, and how making a claim works.

## Coloured tabs to assist navigation

You can use the coloured tabs down the side of the page to help you navigate through the sections of this PDS. These can be helpful when flicking between sections of the PDS.

## Helpful tips and other information boxes

If there is information within the PDS that we feel needs to be brought to your attention, we utilise the below highlighted boxes.

### Helpful tips example



We use boxes like this one to highlight important and helpful information, or to help you navigate around this PDS.

## Words with special meanings used in this PDS

There are some words used in this PDS that have special meanings. To help you understand how we define these words, see 'Words with special meanings' in the 'Other information' section on pages 67-70.

### You and your



Refers to the policyholders shown on the Certificate of Insurance.

### We, our or us



Refers to RACQ Insurance Limited, ABN 50 009 704 152, AFS Licence number 233082.

## Symbols with special meanings used in this PDS

There are symbols used in this PDS that have special meanings. To help you understand how we use symbols within the 'What your cover includes' and 'What your cover does not include' sections we use the following:



This shows what you are covered for in the type of cover that you have chosen.



These are the limits that apply. Although we provide cover for you, there may be limitations to how much cover you have or can claim on your policy.



This is what we don't cover – known as exclusions.

You are not covered for these items, costs, circumstances or events.

You should read these exclusions carefully to ensure you understand what your policy doesn't cover you for.



This relates to additional important information about the cover you have chosen.

## Amounts shown

All policy limits and amounts shown in this PDS include any government statutory charges, levies, duties, GST and other taxes that may apply.

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1.

# How your policy works

This section explains who is involved in this contract of insurance, when the policy starts, and what happens if you change your mind. We also explain the other important documents that make up your policy.

## Contract between you and us

Your policy is a legal contract between you and us. We agree to give you the insurance set out in your policy for the premium you pay us.

## More than one policyholder

If more than one person is named as the policyholder on your Certificate of Insurance, then each person is jointly responsible for:

- the completeness and accuracy of information in any application forms, statements, claims or documents that are provided by any one of them to us,
- complying with the conditions of your policy, and
- the acts and omissions of all policyholders.

If more than one person is named as the policyholder on your Certificate of Insurance, then any one policyholder will be taken to be authorised by all policyholders to transact on the policy (including to change or cancel your policy, or make a claim under the policy).

## When your policy starts

When you pay the annual premium or first monthly instalment, then your policy starts on the time and date shown on your Certificate of Insurance.

If you renew your current policy, then your policy starts at midnight on your renewal date.

## Cooling off period

When you take out a new policy or renew a current policy with us, we give you a cooling off period of 21 days. The cooling off period starts from:

- the date and time we issue a new policy to you, or
- midnight on your renewal date.

If you want to cancel your policy during the cooling off period, you must tell us you want to do that. If you cancel your policy during the cooling off period, we refund your premium in full (as long as you haven't made a claim).

## Documents that make up your policy

Your policy includes this Product Disclosure Statement (PDS), your Certificate of Insurance and any Supplementary Product Disclosure Statements. These documents show the conditions that apply to your policy. Please read the documents carefully and keep them in a safe place.

### 1. Product Disclosure Statement (PDS)

This PDS sets out the conditions that apply to your policy including what we do and don't cover, the exclusions that apply under your policy, and what we pay when you make a claim.

We give you a PDS with your Certificate of Insurance when you take out a new policy with us. You can download a copy of our PDS from [racq.com/insurance](http://racq.com/insurance).

### 2. Certificate of Insurance

Your Certificate of Insurance shows the type of cover that applies to your policy and also shows any specific details that apply to your policy.

For example, your policy number, boat details, listed drivers, your period of insurance, the premium for your policy, and any excess that apply to your policy.

We give you a Certificate of Insurance when you take out a new policy, renew a current policy, or make a change to your policy.

When you receive your Certificate of Insurance, you should check the details to make sure they are correct. If the details are incorrect, please contact us.

### 3. Supplementary Product Disclosure Statement

If we need to make a change to the PDS conditions, we may issue a Supplementary Product Disclosure Statement which sets out the change.

If we issue any Supplementary Product Disclosure Statements, we will give you a copy.

#### Sample documents



1. Product Disclosure Statement (PDS)



2. Certificate of Insurance



3. Supplementary Product Disclosure Statement

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## 2.

# What your cover includes

This section explains what we consider to be your boat and what you are covered for.

The type of cover you have will depend on your boat and the type of cover you have selected.

You may have more than one type of cover if you have more than one boat insured.

Specific exclusions apply to certain parts of your cover. See the section that applies to the type of cover you have selected for more information.

The type of cover you have is shown on your Certificate of Insurance.

# Types of cover you may choose

This PDS is made up of 2 different types of cover. The type of cover you have will depend on your boat and the type of cover you have selected. You may have more than one type of cover if you have more than one boat insured. The type of cover you have for each boat is shown on your Certificate of Insurance.

We have the following 2 types of cover within this PDS:

- Comprehensive Boat Insurance
- Third Party Liability Boat Insurance

## Summary of cover under your policy

The table below summarises the cover we give you under the policy you choose. For full details about your cover, read the sections that apply to your policy within this document.

Summary of cover	Comprehensive Boat Insurance Pages 21-31	Third Party Liability Boat Insurance Pages 33 - 35
<b>Your boat cover</b>		
Loss or damage to your boat caused by an incident that happens during the period of insurance.	✔	✘
<b>Third party liability cover</b>		
Your legal liability to pay compensation to someone for loss or damage to their property or for death or bodily injury which results from certain incidents during the period of insurance directly caused by the use of your boat.	✔	✔
<b>Included benefits</b>		
Benefits we include as part of your cover.	✔ 16 benefits	✘
<b>Optional benefits</b>		
Benefits you can add to increase your cover (you need to pay more for these benefits).	✔ Up to 2 benefits	✘

# Your boat

We cover your boat if this is shown on your Certificate of Insurance. This section outlines what we include as your boat under your policy.

## Your boat

Your boat refers to the boat that is shown on your Certificate of Insurance.

For example, your runabout or dinghy.

Your boat includes and is made up of:

-  hull (including any manufacturers accessories for the make and model of your boat),
-  motors (including any auxiliary and trolling motors),
-  trailer,
-  mast, spars, sails, and rigging,
-  boat tender,
-  any other accessories and modifications we have agreed to cover.

Accessories or modifications will only be deemed part of your boat if they are attached to, or inside your boat when the incident happens.

### Modifications – what we need you to do

There are some modifications that we will not cover.

If you are unsure if your modification can be covered, please contact us to discuss:

- when you buy a new or second hand boat and add it to your policy.
- when you add modifications to your boat.



Call us on **13 1905**



Visit an RACQ store

We can help you 24 hours a day, every day.

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## 2.1

# Comprehensive Boat Insurance

This section explains the cover provided under the following:

### Comprehensive Boat Insurance

Under this type of insurance, you get cover for:

- Loss or damage to your boat
- Third party liability
- 16 included benefits
- Up to 2 optional benefits

The type of cover that you have chosen will be shown on your Certificate of Insurance.

# Summary of your cover

The table below provides a brief summary of the cover we give you. For full details about your cover and the exclusions and limits that apply, see the relevant pages shown in the last column.

Comprehensive	Limit	Page
<b>Your boat cover</b>		
Loss or damage to your boat	Up to the sum insured shown on your Certificate of Insurance	23
<b>Included benefits</b>		
Changing your boat	14 days	24
Choice of repairer	Included	25
Contents	Up to \$500	25
Emergency repairs and assistance	Up to \$2,500	26
Equipment and accessories	As shown on your Certificate of Insurance	26
Fatality	\$5,000	26
Fishing equipment	Up to \$5,000	26
Inspecting your hull	Up to \$1,000	27
New boat replacement	Up to 2 years	27
Personal property	Up to \$5,000	28
Safety equipment	Replacement value of mandatory safety equipment	28
Salvage	Reasonable costs	29
Temporary accommodation	Up to \$500	29
Towing and storage	Up to \$1,000	29
Transportation	Included	29
Water sports equipment	Up to \$5,000	30
<b>Optional benefits</b>		
Legal liability extension – water sport towing activities	Up to \$10,000,000	30
Yacht and sailboat racing	Up to 100 nautical miles race length	31
<b>Third Party Liability Boat Insurance</b>		
Loss or damage to other people's property Injury to other people	Up to \$10,000,000	34

# Your boat cover

## Loss or damage to your boat

### You are covered for:



Loss or damage to your boat that is caused by an incident, for example:

- your boat is involved in a collision with another boat or watercraft,
- your boat is involved in a collision with an object above or below the water,
- your boat is involved in a road accident when being towed,
- your boat catches fire,
- someone steals your boat, or
- your boat is damaged by a storm, hail or flood.

### Limit:



Up to the sum insured shown on your Certificate of Insurance.

### You are not covered for:



Loss or damage caused by:

- birds, animals or insects biting, chewing, scratching or soiling your boat,
- structural failure or mechanical, electrical or electronic breakdown or failure,
- marine growth (for example, algae, barnacles or molluscs),
- corrosion, electrolysis, osmosis, delamination, rust or deterioration, or
- wear and tear.



Loss or damage to your boat, including any damage to the gelcoat, timber, fabrics and exterior or interior paintwork, caused by actions of light or atmospheric or climatic conditions including gradual damage caused by wind, rain or sand.



Loss or damage to paintwork that does not match the manufacturer's specifications unless agreed to by us.



Loss or damage to the tyres of your trailer caused by:

- applying the brakes, or
- bursting, cuts or punctures.



The cost to fix previous repairs because of poor workmanship unless they are repairs from an incident authorised by us.



Any unrepaired damage to your boat prior to taking out the policy with us.



The cost to fix a defect or a design or construction fault in any part of your boat that you, or a reasonable person in the circumstances, would have been aware of.



Any indirect loss resulting from loss or damage to your boat including, but not limited to:

- financial loss or damage, for example:
  - you can't use your boat and have to arrange alternative holidays, or
  - you experience a reduction in your boat's value after it has been repaired,
- any inconvenience or other non-financial loss of any kind, for example:
  - loss of enjoyment from not being able to use your boat.

However, this exclusion does not stop you from making a claim for any included benefit or optional benefit you may be entitled to – see pages 24-31.

-  Loss or damage to sails if they are split by wind or blown away when set (but we do cover your sails if your boat has been stranded or has collided with another object).
-  Loss or damage while involved in racing unless the optional benefit 'Racing risk' is shown on your Certificate of Insurance.
-  The general exclusions shown on pages 38-41.

### What is an incident?



An incident is an event which a person would not reasonably expect or intend.

### What is the sum insured?



The sum insured is the amount that we agree to insure your boat and its components for.

The sum insured will be an agreed value.

This is shown on your Certificate of Insurance.

The sum insured includes all relevant statutory charges, GST and taxes.

## Included benefits

We provide a range of included benefits as part of your policy. You don't need to pay more for these benefits – we include them as part of your cover.

### Making a claim for an included benefit

Unless we state otherwise in the benefit, you can only claim for included benefits if we accept your claim for an incident that causes loss or damage to your boat.

We pay for included benefits on top of any payment made for loss or damage to your boat or third party liability cover unless the benefit limit is stated as included within the sum insured.

The general exclusions shown on pages 38-41 apply to all included benefits.

## Changing your boat

### You are covered for:



If you sell your boat and replace it with a similar boat during the period of insurance, we cover the replacement boat for 14 days from when you buy it as if it was the boat that is shown on your Certificate of Insurance as long as you:

- tell us within 14 days from when you buy it, and
- pay any additional premium that applies.

Cover under this benefit ends when we agree to cover your replacement boat under this policy or at the end of 14 days, whichever is earlier.

### Limit:



Up to the purchase price of the replacement boat.

## Choice of repairer

### You are covered for:



If we choose to repair your boat, then you can have the repairs complete by a qualified or licensed repairer of your choice.

### Limit:



Up to the amount we approve for the repairs.

## Contents

### You are covered for:



Loss or damage to your contents inside your boat, that is caused by an incident.

### Limit:



Up to \$500.

### You are not covered for:



Theft of unsecured contents where there is no sign of forcible removal from the boat.



The following items:

- cash, gift cards, cheques, travellers cheques, credit, any other type of financial transaction card, digital currency systems, stocks or shares relating to any business,
- mobile phones and their accessories,
- cut or uncut gems or stones, works of art, gold or silver articles, jewellery, watches or collections of any kind,
- pets, livestock or plants, or
- musical instruments or sporting equipment including, camping equipment, parachute, model craft, aircraft, or hang gliders and their parts and accessories.



Contents not inside your boat at the time of the incident.



Anything that is covered under the included benefit

- 'Fishing equipment' – see page 26
- 'Personal property' – see page 28
- 'Water sports equipment' – see page 30.



Loss or damage to your contents that is caused by:

- electrical current to lighting, heating devices, fuses or other electrical or electronic equipment,
- rot, mould, actions of light or atmospheric or climatic conditions including loss or damage caused by wind, rain or sand happening over an extended period of time, or
- water or rain entering through an opening of the boat including doors, windows, vents or skylights (but we do cover you if the opening was caused by a storm).



Replacing contents that are not available or no longer made (but we do cash settle these items).



Loss or damage that is caused by wear or tear, corrosion, rust or deterioration.

## Emergency repairs and assistance

### You are covered for:



If an incident happens to your boat, we pay you the cost for:

- conducting emergency repairs to minimise damage to your boat,
- emergency and volunteer rescue services, and
- securing your boat to prevent any further damage to it or that it may cause to other property.

You do not need to consult us before arranging these emergency repairs or assistance.

### Limit:



Up to \$2,500.

## Equipment and accessories

### You are covered for:



Loss or damage to equipment and accessories in or on your boat that is caused by an incident.

### Limit:



Up to the replacement value of the item.



This benefit is included within the sum insured of your boat shown on your Certificate of Insurance.

### You are not covered for:



Loss or damage caused by wear, tear, corrosion, rust or deterioration.



Items not in or on your boat at the time of the incident.

## Fatality

### You are covered for:



If your boat is involved in an incident that causes loss or damage to your boat, we will provide a payment if you are fatally injured solely and directly as the result of that incident.

### Limit:



Up to \$5,000 to the estate of the deceased.

## Fishing equipment

### You are covered for:



Loss or damage to fishing equipment in or on your boat that is caused by an incident.

**Limit:**

 Up to \$5,000.

**You are not covered for:**

-  Theft of unsecured fishing equipment where there is no sign of forcible removal from the boat.
-  Fishing equipment when in use.
-  Loss or damage to fishing equipment not in or on the boat at the time of the incident.

## Inspecting your hull

**You are covered for:**

-  If your boat is stranded or has run aground, we pay the cost of having your hull assessed for damage by a qualified shipwright.

**Limit:**

 Up to \$1,000.

**You are not covered for:**

-  Any exclusions that apply to loss or damage to your boat also apply to loss or damage under this included benefit – see page 23.

## New boat replacement

**You are covered for:**

-  If an incident occurs that caused loss or damage to your boat, we will replace your boat with a new one if:
  - we decide your boat is a total loss,
  - you purchased your boat as a new or demonstrator boat, and
  - the hull, motor and trailer of your boat is less than 2 years old at the time of the incident. We start counting the age of your boat from its original registration date or date of purchase, whichever is earlier.
 If we replace your boat:
  - we give you the boat and cover all on-road and on-water costs, and
  - your policy continues (the new boat replaces the boat on your policy and you don't need to pay any extra premium for the change).

**Limit:**

-  A new boat of the same make, model and specifications (but not colour) with the equipment, accessories and modifications which were on your boat.
-  If a new boat is not readily available or a financier with a secured interest does not give us their written agreement to replace your boat, then we pay the sum insured shown on your Certificate of Insurance which includes the value of any equipment, accessories or modifications that were attached to, or inside your boat when the incident happened, excluding the cost of any extended warranties.



We deduct from the amount we pay you:

- any adjustments based on your Input Tax Credit (ITC) entitlements, and
- any relevant excess.

### You are not covered for:



Loss or damage to your boat that is caused by unrepaired damaged to your boat.



The incident happens 2 or more years from your boat's original registration date or its purchase date, whichever is earlier.

## Personal property

### You are covered for:



Loss or damage to personal property that belongs to you that is:

- inside your boat when an incident occurs, and
- loss or damaged as a result of the incident.

### Limit:



Up to \$5,000.

### You are not covered for:



Loss or damage to:

- computer hardware and software,
- cash, gift cards, cheques, travellers cheques, credit, any other type of financial transaction card, digital currency systems, stocks or shares relating to any business,
- mobile phones and their accessories,
- cut or uncut gems or stones, works of art, gold or silver articles, jewellery, watches or collections of any kind,
- pets, livestock or plants, or
- musical instruments or sporting equipment including, camping equipment, parachute, model craft, aircraft, or hang gliders and their parts and accessories.



Theft of unsecured personal property where there is no sign of forcible removal from the boat.



Loss or damage to personal property not inside your boat at the time of the incident.

## Safety equipment

### You are covered for:



If your boat is involved in an incident and you need to use your safety equipment or it is lost or damaged in the incident, we will pay to:

- recharge fire extinguishers,
- replace distress flares,
- replace any other mandatory safety equipment damaged or lost in the incident.

### Limit:



Up to the replacement costs of the mandatory safety equipment.

## Salvage

### You are covered for:



If your boat is involved in an incident and it is stranded, submerged, sinks or is burnt and is required to be salvaged, removed or the wreck destroyed, we pay the costs to complete this including the clean up of debris or liquids from the boat as part of the salvage.

### Limit:



Reasonable salvage costs.

### You are not covered for:



Any exclusions that apply to loss or damage to your boat also apply to loss or damage under this included benefit – see page 23.

## Temporary accommodation

### You are covered for:



Your travel and accommodation costs if your boat is involved in an incident and you:

- can't use your boat or trailer, and
- are more than 100km away from home.

### Limit:



Up to \$500.

## Towing and storage

### You are covered for:



If you are unable to tow, drive or sail your boat, we pay the costs to tow or move your boat from where the incident happened or from where your boat was recovered to the closest repairer, storage facility, holding yard or safe place.

### Limit:



Up to \$1,000.

### You are not covered for:



Any storage costs you incur before you make a claim with us.

## Transportation

### You are covered for:



Loss or damage to your boat while it is being towed or transported on a trailer designed for the boat anywhere within Australia.

### Limit:



Up to the sum insured shown on your Certificate of Insurance.

## Water sports equipment

### You are covered for:



Loss or damage to water sports equipment in or on your boat that is caused by an incident.

### Limit:



Up to \$5,000.

### You are not covered for:



Theft of unsecured water sports equipment where there is no sign of forcible removal from the boat.



Water sports equipment when in use.



Loss or damage to water sports equipment not in or on the boat at the time of the incident.

## Optional benefits

---

You can choose to add optional benefits to your policy. You will have to pay an additional premium for any optional benefit you select. We show any optional benefits we've agreed to cover on your Certificate of Insurance.

### Making a claim for an optional benefit

Unless we state otherwise in the benefit, you can only claim for optional benefits if we accept your claim for an incident that causes loss or damage to your boat.

The general exclusions shown on pages 38-41 apply to all optional benefits.

## Legal liability extension – water sport towing activities

### You are covered for:



If 'Water sport towing activities' is shown as ticked on your Certificate of Insurance we cover you or anyone else's legal liability to pay compensation for loss or damage to someone else's property or for death or bodily injury which results from an incident that is directly caused by water sport towing activities that happens while you or they are:

- in charge of or in control of your boat, or
- being towed by your boat.



You can make a claim for this benefit on its own without making a claim for an incident that causes loss or damage to your boat.

### Limit:



Up to \$10,000,000 for any one incident to include:

- compensation amounts,
- costs for legal representation or advice from lawyers appointed by us, and other legal costs you incur, as long as you get our approval before you incur them. We will approve all reasonable costs in a timely way.

### You are not covered for:

-  Legal liability to pay compensation for property damage or for injury or death if you don't have a competent observer on board your boat watching at all times while someone is participating in water sport towing activities.
-  Legal liability to pay compensation for death or bodily injury to the people named on your Certificate of Insurance.
-  Legal liability to pay compensation arising from incidents which result from barefoot skiing or using a ski ramp, parasail or any other aerial device.
-  Any exclusions that apply to third party liability also apply to your liability under this included benefit – see page 34-35.

## Yacht and sailboat racing

### You are covered for:

-  If 'Racing risk' is shown as ticked on your Certificate of Insurance, we cover loss or damage to your yacht or sailboat's masts, spars, sails, and rigging if an incident occurs while your boat is being used in a sailing race.

### Limit:

-  Up to the sum insured of your mast, spars, sails and rigging as shown on your Certificate of Insurance.

### You are not covered for:

-  Loss or damage if your boat is competing in races greater than 100 nautical miles in length or over 20 nautical miles from mainland.

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## 2.2

## Third Party Liability Boat Insurance

This section explains the cover you are provided with under the following:

- Third Party Liability Boat Insurance

Under this type of insurance, you are covered for:

- Third party liability - property damage
- Third party liability – death or bodily injury

The type of cover that you have chosen will be shown on your Certificate of Insurance.

# Third party liability cover

Third party liability cover protects you if someone makes a claim against you or sues you for loss or damage to their property as a result of an incident which is caused by the use of your boat. For example, while using your boat you drive into another boat causing damage to that boat that you are legally responsible for.

It also protects you if someone makes a claim against you or sues you for death or bodily injury as a result of an incident which is caused by the use of your boat, which you are legally responsible for.

The general exclusions shown on pages 38-41 apply to all areas of this section.

## Included in Comprehensive cover

- ! If you have chosen Comprehensive Boat Insurance, Third party liability cover is included within the cover.

## Third party liability

### You are covered for:

- ✓ Your legal liability to pay compensation to someone for loss or damage to their property or for death or bodily injury which results from an incident which is directly caused by:
  - the use of your boat,
  - launching or retrieving your boat,
  - something falling from your boat or from its trailer if it is not being towed or attached to a vehicle, or
  - loading or unloading items from your boat whilst on its trailer and not attached to your vehicle (as long as you are on a public road or any public place at the time).
- ✓ The same third party liability cover that we give you under this policy we also give to any person that is in charge or control of your boat with your prior permission.
- ! When someone else uses your boat, they must comply with all of the terms and conditions of your policy, as if they were the policyholder.
- ✓ If your boat is a yacht or sailboat, we also cover your legal liability which results from an incident directly caused by racing your yacht or sailboat, as long as the race takes place up to 20 nautical miles off the Australian or Tasmanian mainland and does not exceed 100 nautical miles in distance.

### Limit:

- \$ Up to \$10,000,000 for any one incident to include:
  - compensation amounts,
  - costs for legal representation or advice from lawyers appointed by us, and
  - other legal costs you incur, as long as you get our approval before you incur them. We will approve all reasonable costs in a timely way.

The limits apply for each incident regardless of the number of claims which may result from that incident.

If we exhaust the \$10,000,000 limit arising out of a single incident, your policy ends. We will notify you in writing of this.

## You are not covered for:

- ⊗ Legal liability for loss or damage to property that you or anyone covered by your policy owns or has a financial interest in.
- ⊗ Legal liability for death or bodily injury to:
  - you, or
  - anyone who is in charge or control of your boat.
- ⊗ Legal liability for incidents that are directly caused by waters sport towing unless the optional benefit 'Water sport towing activities' is shown as ticked on your Certificate of Insurance.
- ⊗ Legal liability for any claim made by you against anyone else that was in charge or control of your boat.
- ⊗ Legal liability you accepted under a contract or agreement, unless you would be legally liable even if there was no contract or agreement.
- ⊗ Legal liability for which you or any other person are entitled to be indemnified or covered under a statutory scheme (or would have been entitled to if you had complied with your obligations under that scheme).
- ⊗ Another person's interest in your boat unless that interest is shown on your Certificate of Insurance.
- ⊗ Legal liability that is caused by, arises from or is connected with equipment or accessories which are not part of your boat, for fault or failure due to defect or misuse.
- ⊗ Legal liability for parties that are no longer on your boat when an incident occurs unless due to direct activity or use of your boat.
- ⊗ Legal liability which arises from or is caused by pollution from the emission of exhaust gases, discharge or escape of oils, fuels, lubricants, waste, the use of any chemical or the presence of asbestos or other airborne contaminants (but we do cover some clean-up costs under the 'Salvage' benefit).
- ⊗ Legal liability that is caused by or contributed to by a defect in your boat.
- ⊗ The general exclusions shown on pages 38-41.

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### 3.

## What your cover does not include

This section explains the general things we do not cover under your policy. These are known as general exclusions and they apply to all parts of your cover, and all types of cover. You should read these carefully to understand what we will not cover as a part of your policy.

These general exclusions apply in addition to the specific exclusions found within the 'What your cover includes' section.

# General exclusions

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It is important that anyone who uses, is in control of, or that drives or tows your boat are aware of these general exclusions as they apply to them also. These general exclusions apply in addition to the specific exclusions found within the 'What your cover includes' section.

We will not cover you for any loss or damage to your boat or for any legal liability which is caused by or arises out of or in connection with any of the following:

## Deliberate acts

### You are not covered for:

- ⊗ Deliberate or intentional acts by:
  - you or anyone else who is in charge or control of your boat,
  - anyone who has your prior permission to use your boat, or
  - anyone who enters your boat with your express or implied consent.

## Disease

### You are not covered for:

- ⊗ Any disease, or fear or threat of any disease, that can be transmitted between living things:
  - by any substance or agent, including any virus, bacteria, parasite or other organism, and
  - by any method, including by air or bodily fluid, or from or to any thing, whether solid object, liquid or gas.

## Driver responsibilities

### You are not covered for:

- ⊗ Incidents which occur when anyone in charge or control of your boat:
  - is under the influence of any alcohol or drug or both,
  - has in their breath or blood an amount of alcohol or drug which is equal to or more than the limit allowed by law,
  - refuses to take a legal test for alcohol or drugs,
  - doesn't stay at the scene of the incident until the police arrive or as required by law (unless they had a reasonable cause),
  - doesn't immediately comply with the requirements of public authorities,
  - is not licensed or allowed by law to drive, sail or tow your boat,
  - doesn't comply with any condition of their driver's or marine licence, or
  - doesn't comply with any relevant laws that apply where your boat is being driven, sailed or is being towed.

However, we do cover you if you can satisfy us that you did not know, and could not reasonably have known, that any of the above applied to the person who was in charge or control of your boat and that person is not a policyholder.

## Driving and using your boat

### You are not covered for:

- ⊗ Your boat:
  - being used for any purpose other than private, social, domestic or pleasure purposes,
  - if it forms part of someone's stock in trade,
  - being used to carry paying passengers or hired or rented to someone,
  - being used to receive a financial reward out of the use of your boat, or
  - being used for an industry trade experiment, test, trial or demonstration.
- ⊗ Your boat:
  - being used to carry or tow a heavier load or carry or accommodate more people than it is designed for or is allowed by law,
  - being used in an unlawful way or for an unlawful purpose, or
  - being used to carry or tow nuclear material or waste.
- ⊗ Your boat being tested for racing, pace making, a reliability trial or a speed or powerboat test or is being used in a race for any purpose.  
But we do cover yachts and sailboats for loss and damage, under the optional benefit 'Yacht and sailboat racing'.
- ⊗ Your boat being used in a manner other than designed for or outside the manufacturer's specifications.
- ⊗ If the power (horsepower or kilowatt) or weight of your boat's motors exceeds the maximum design specification for your boat's hull.

## Electronic data and computers

### You are not covered for:

- ⊗ A computer program or electronic system failing to process any form of data including day or date functions properly and accurately.  
However, if you have Comprehensive Boat Insurance for your boat and any computer equipment or processor that forms part of your boat fails to process day or date functions properly and accurately and as a result, accidental damage occurs to your boat, we will pay for the damage (subject to the other terms of your policy), but we won't pay for:
  - damage to the computer equipment itself,
  - damage to the processor itself or any item containing the processor, or
  - the cost of repairing or modifying any computer equipment or processor so that functions relating to days or dates are properly and accurately processed.

## Fines

### You are not covered for:

- ⊗ Any fines or penalties for which you are liable.

## Further loss or damage

### You are not covered for:

-  Further loss or damage to your boat if you (or anyone who is in charge or control of your boat) don't do everything you reasonably can do to limit and prevent further loss or damage to your boat.  
For example, you continue to drive, sail or tow your boat after it is damaged, shows signs of mechanical problems or your boat including the trailer becomes unsafe, unseaworthy or unroadworthy.
-  Any loss or damaged caused by or related to wear and tear.

## Geographical limits

### You are not covered for:

-  Your boat being more than 200 nautical miles (370km) from the Australian or Tasmanian mainland.

## Gradual deterioration and mould

### You are not covered for:

-  Corrosion, gradual deterioration, mould, rot or rust.  
However we will cover mould damage to your boat that happens within 21 days of loss or damage caused by and directly attributable to flood, storm, storm surge, submersion (partial or complete), tsunami or water runoff.

## Non-compliant gas

### You are not covered for:

-  A gas bottle or system which does not comply with the law.

## Pollution

### You are not covered for:

-  Pollution, pollutants, contamination including the escape, release or discharge of any gases, fuels, oils, lubricants, wastes or the use of any chemical or the presence of asbestos or other airborne contaminants (but we do cover some clean-up costs under the 'Salvage' benefit see page 29).

## Radioactivity

### You are not covered for:

-  The use, existence or escape of nuclear weapons material.
-  Radiation or radioactive contamination from nuclear fuel, nuclear waste or the action of nuclear fission.

## Repossession and confiscation

### You are not covered for:

-  Your boat being lawfully confiscated, nationalised or requisitioned.
-  Your boat being repossessed by someone who leased it to you or who has a security interest in your boat.

## Safety and security

### You are not covered for:

-  Your boat including the trailer being used in an unseaworthy, unroadworthy or unsafe condition or being towed by a vehicle in an unroadworthy or unsafe condition.
-  You or someone who is in charge or control of your boat doesn't take reasonable precautions to keep your boat safe and secure by using a commercially manufactured locking device and protect it from loss or damage.

## Terrorism or war

### You are not covered for:

-  An act of terrorism which involves biological, chemical or nuclear weapons or devices.
-  Germ, disease, pollution or contamination caused by or in connection with an act of terrorism.
-  War or other acts of foreign enemy, whether war is declared or not, revolution or other civil disturbances.

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# 4.

## What you are responsible for

This section explains the responsibilities you have, and conditions that apply to your policy.

It is important for you to know about these responsibilities and conditions.

If you don't comply with any condition or term of your policy, it may affect whether we pay your claim.

# General conditions

---

## What you should tell us and why

When you become a member with RACQ and take out, renew, extend or vary your insurance policy, it is important that you understand you are answering our questions for yourself and anyone else whom you want to be covered by the policy.

You should always give us complete and honest answers to all the questions we ask you, by answering questions about yourself and other named policy holders (or named drivers) to the best of your knowledge.

If you breach your duty to us, we may be entitled to refuse to pay your claim, reduce the amount payable for a claim or cancel your policy. If your breach is fraudulent, we can also cancel the policy from the beginning.

## Changes to your circumstances

### You must tell us as soon as possible if:

- You or any person who drives or is in control of your boat, has had any loss of licence, cancellation, disqualification, suspension of licence, amended licence conditions or Good Driver Behaviour period imposed.
- You or any person who drives or is in control of your boat has been convicted of any criminal offence.
- You have had any insurance policy refused, cancelled, or voided.
- Any details on your certificate of insurance are no longer accurate and complete including where:
  - You have changed your boat.
  - You move home or change the location of where you store or moor your boat.
  - You changed the way in which you use your boat, whether it is for private, or business use.
  - Your boat or trailer is deregistered or becomes unregistered.
  - You made any changes or modifications to your boat, trailer or motor.
  - Another driver is now the primary driver of the boat or the listed drivers have changed.
  - Boat make, year of build or registration is incorrect.

If any of these changes occur, this may affect the premium and excesses applied to your policy.

If you would like to know more about how this might affect you, please contact us by:



Calling us on  
13 19 05



Visiting us online  
<https://www.racq.com/support/faqs>

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## Your premium

Your premium is the amount you pay for the cover we give you under your policy. It includes any government statutory charges, levies, duties, GST or other taxes that may apply.

For more information about how your premium is calculated and discounts which may apply, review the 'Premium & discount guide' section of the PDS on page 63.

### Paying your premium

If you want to pay your annual premium by monthly instalments, you can ask us to deduct monthly payments from your account or credit card with a bank, credit union or building society. There is a higher premium if you choose to pay in monthly instalments, rather than annually. The additional premium may be referred to as a fee in other policy documents.

Your Certificate of Insurance shows your premium amount and whether you are paying annually in advance or by monthly instalments if you choose the Pay by the Month option.

If you are paying:

- annually, then you must pay by the due date, or
- by monthly instalments, then you must make sure that you have enough money in your account to cover each instalment on your payment date.

### Automatic Renewal of premium payment

If you have an automatic renewal arrangement, we will automatically renew your cover and that means your monthly payments will also continue.

### If you don't pay your premium

If you are paying your premium annually in advance and you don't pay the full amount by the due date shown on your Certificate of Insurance, then your policy won't be valid and you won't be covered. In that case, you need to reapply for cover.

If you are paying your premium by monthly instalments and any instalment payment is overdue for at least 14 days, we may refuse to pay a claim.

If, after the first instalment is paid, any following instalment is overdue for one month, we may immediately cancel your policy. If we cancel your policy, we will send a letter to your last known address which tells you the reason why and when we cancelled your policy.

### Changing your premium in our renewal offer

If you make a claim after we send you an offer to renew your policy but before the renewal date, then we may need to increase the premium in our renewal offer.

### When we deduct your payments for Pay by the Month

Once you give us your account or credit card details, we deduct your:

- first payment approximately 14 days after your policy starts, and
- second and following payments on your monthly payment date.

Depending on your payment date, we may deduct 2 payments in a month. For example, if your payment date is the 31st of each month, then we'll deduct your November instalment on 1st December (as November only has 30 days) and deduct your December instalment on 31st December.

If your payment date falls on a non-business day in Sydney or Melbourne (e.g. a weekend or public holiday), then your financial institution won't process the payment request until the next business day. If you're not sure when the debit will be processed to your account, you should contact your financial institution.

## cancelling or deferring payments for Pay by the Month

You may ask us to cancel your direct debit authority or to defer an individual payment by:



Calling us on  
13 1905; or



Writing to us at  
Reply Paid 4  
RACQ Insurance - Pay by the Month  
Springwood QLD 4127.

For us to process your request in time, we must receive it at least 14 days before your next payment date.

## Conditions for Pay by the Month

The following terms and conditions apply when you choose to pay your premium through the Pay by the Month option:

- If you make any changes to your policy which affect your premium, then we may increase or decrease your payment amount in line with your new premium. You may need to make an additional payment.
- If your premium changes when we offer to renew your policy, then we may increase or decrease your payment amount in line with your new premium.
- When you pay the first instalment, your insurance cover starts from the first day of the period of insurance shown on your Certificate of Insurance.
- If you have an automatic renewal arrangement, we will continue to deduct payments from your account or credit card until you tell us that you want to cancel or change that arrangement.
- If your financial institution rejects a payment request, we will either try to debit the payment from your account again or contact you to arrange another way to pay it. The date of our second payment request is fixed and can't be changed.
- If another payment falls due after your financial institution rejects a payment request but before you pay the missed instalment, we may deduct 2 instalments on your next payment date.
- We may cancel the direct debit arrangement if your financial institution rejects:
  - 1 payment request from a credit card account, or
  - 3 or more payment requests from any other type of account.
- If your bank account details change, you need to tell us at least 7 days before your next payment date.
- If your credit card details change, you must tell us at least 7 days before your next payment date.

### How to apply for Pay by the Month



If you would like to pay your premium by monthly instalments that are deducted from your account, call us on 13 1905 or visit an RACQ store.

## Managing or changing your policy

### Changes that you ask for

You may ask us to make a change to your policy. If you do that, then we may charge you an additional premium. The change or addition only takes place when:

- we confirm it in writing to you or show it on a new Certificate of Insurance, and
- you pay any additional premium that applies.

If you don't pay any additional premium in full within 14 days, we will reduce your period of insurance in line with the premium you paid before you made the change to your policy.

### Waiver

A condition of your policy is only waived if we agree to alter your contract in writing.

### Renewing your policy

We may offer to renew your current policy. If we do, we will send you a renewal Certificate of Insurance before your policy expires. You are responsible for checking the details that apply for the new insurance period and advise us of any changes. Please ensure you check the amount of your sum insured on your renewal to see if your level of cover is still right for you.

If you have an automatic renewal arrangement, we will automatically renew your cover and that means your monthly payments will also continue during the next period of insurance. If the information in your renewal is correct and you wish to continue with your automatic renewal arrangement then you have nothing else to do, we will continue to deduct the renewal premium from your account or credit card.

If you do not have an automatic renewal arrangement, you will receive information from us in your renewal outlining how to accept your renewal offer should you wish to do so.

If we decide not to renew your policy, we will provide you with notice of this decision prior to your current policy expiring.

### Receiving your documents and notices

If you agree, we may send you your policy documents and notices electronically. We will continue to provide these documents and notices electronically until you tell us otherwise. Each electronic communication will be deemed to be received by you at the time it leaves our information system, unless we receive a failure to deliver notification. You are responsible for making sure your email address is up to date.

Please contact us if you need to update your email address.

# Cancelling your policy

## Cancellation by you

You may cancel your policy at any time, including during the cooling off period. If you want to cancel your policy (or cancel the cover under your policy for a boat shown on your Certificate of Insurance) you need to call us or tell us in writing. The cancellation will take effect from:

- the date we receive your request, or
- another date you request, if we agree to that date.

## Cancellation by us

We can only cancel your policy when we are legally allowed to. We will provide you notice in writing with our reasoning prior to the cancellation.

## Premium refunds when a policy is cancelled outside the cooling off period

### Annual Premiums

If a policy (or cover under your policy for a boat shown on your Certificate of Insurance) is cancelled, we will refund the portion of your annual premium which relates to the remaining period of insurance. If the refund amount is less than \$10, we will not provide the refund.

### Monthly Instalment Premiums

If you are paying your premium by monthly instalments, we will refund the portion of your most recent monthly instalment which relates to the period between your cancellation date, and the date on which cover related to your most recent instalment was due to expire. If your most recent instalment does not cover the entire period up to your cancellation date, we will deduct an amount from your nominated account to reflect the period up to your cancellation date. If the refund amount is less than \$10, we will not provide the refund. If any amount you owe us is less than \$10, you do not need to pay that amount.

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# 5.

## What you need to know about claiming

This section explains what happens when you need to claim on your policy and the process that we will follow with your claim.

This includes how to make a claim under your policy, your responsibilities when making a claim, how we settle your claim, and what excesses may apply to your claim.

# Making a claim

If you need to make a claim on your policy, there are certain steps you are required to take and responsibilities that you have so we can manage your claim and make a stressful time as easy as we can for you.

## How to lodge your claim



Lodge your claim online at [racq.com/insurance](http://racq.com/insurance)



Call us on 13 7202



Visit any RACQ store during business hours

We can help you 24 hours a day, every day.

Incident	Lodge	Assess	Settle
<ul style="list-style-type: none"> <li>• Check you and your passengers are safe.</li> <li>• Check your boat is in a safe position.</li> <li>• Notify emergency services if needed.</li> <li>• Exchange contact and licence details with the other drivers.</li> <li>• Make a note of the registration, and type of other boats or vehicles.</li> <li>• Take photos of any damage to your boat and other boats or vehicles involved in the incident.</li> </ul>	<ul style="list-style-type: none"> <li>• Contact us as soon as you can.</li> <li>• Put together a list of and keep proof of any out of pocket expenses.</li> <li>• Send us any documents we require.</li> <li>• Provide proof of ownership for any lost items including fishing equipment, personal property, watersports equipment, and equipment or accessories</li> </ul>	<ul style="list-style-type: none"> <li>• We will explain the process.</li> <li>• You may have to take your boat to a repairer for them to inspect the damage.</li> <li>• We will assess any damage and quotes for repair.</li> <li>• We will review liability for the incident.</li> <li>• We will accept your claim if it fits within the terms and conditions of your policy.</li> <li>• If we decline your claim, we will provide a clear explanation of why your claim isn't covered.</li> </ul>	<ul style="list-style-type: none"> <li>• We will let you know the outcome of our assessment.</li> <li>• You will need to pay any excesses that apply.</li> <li>• We will make payment or authorise any repairs.</li> </ul>

# Claim responsibilities

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You must co-operate with us fully, even if we have already paid your claim.

This includes:

- giving us any information, written statements, evidence and help we may need to defend, prosecute or investigate your claim or recover from someone else we consider responsible for the incident,
- providing proof that you owned the property being claimed for, if requested. For example, receipts, invoices, photographs, valuations, warranties or logbooks,
- immediately sending us any communications you receive about the incident. This includes telling us about any email, letter of demand, claim, pending court proceedings or offers of settlement,
- assisting and attending interviews with our representatives. For example, solicitors, investigators or loss assessors,
- attending court to give evidence,
- asserting rights against any person nominated by us,
- telling us about any impending prosecutions or inquest,
- telling us if there is another insurance policy that may cover the loss or damage,
- any other responsibility highlighted in the 'when an incident occurs', 'lodging & assessing your claim', or 'settling your claim' sections.

## When an incident occurs

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### What you need to do

- Check you and your passengers are safe and that your boat is in a safe position.
- Contact the emergency services if you are in danger.

You must:

- contact the police if a criminal act has caused loss or damage to your boat. For example, someone has stolen, attempted to steal or caused malicious damage to your boat. Keep record of where you made the report, the police officer's name and the incident number,
- do everything you reasonably can to limit the loss or damage and prevent more loss or damage, and
- get the following details where reasonably practical:
  - the full name, phone number and residential address for each person involved in the incident, and,
  - the registration details of any other boat or vehicle that was involved in the incident.
  - Photos of any damage to your boat and the other boat or vehicles involved in the incident.



### What we will do

We will:

- assist with arranging towing or emergency repairs if you need help.



### What you must not do

You must not:

- admit fault to any other party involved, agree to repair anyone else's property or negotiate, pay or settle a claim with anyone,
- leave your boat unattended if it is likely to cause further loss or damage,
- drive, sail or tow your boat after it is damaged, shows signs of mechanical problems or your boat including the trailer becomes unsafe, unseaworthy or unroadworthy – if you do, then we won't cover you for any further damage to your boat including the trailer,
- throw out damaged property unless we tell you to, or
- do any repairs or authorise anyone to do repairs (except emergency repairs as per the included benefit 'Emergency repairs and assistance'. See page 26).

# Lodging and assessing your claim

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## What you need to do

You must:

- tell us about the incident and make a claim as soon as possible,
- if a police report has been completed, tell us the incident number, where you made the report and the officer's name,
- take your boat for assessment if required,
- tell us about and send us a copy of any notice, letter, claim, writ or summons, against you relating to the incident as soon as possible after you receive it, and
- provide any additional information we request in a timely manner.



## What we will do

We will:

- tell you what you need to do to help us process your claim,
- provide you with the names of repairers in your area and tell you how to get your boat assessed,
- review who is at fault and make any further enquiries to determine who is at fault if required,
- assess the damage and any repair quotes, and
- accept your claim if it meets the terms and conditions of your policy, or decline your claim and provide you with a clear explanation for our decision.



## What you must not do

You must not:

- give false or misleading information.

If you are making a claim you must not give us false or misleading information. If you make a false or fraudulent claim under your policy, we can reduce the amount we pay you, refuse to pay your claim, and may also cancel your policy as allowed by law.

If any other person makes a false or fraudulent claim under your policy, we may reduce the amount we pay them or refuse to pay their claim.

# Settling your claim

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To determine the most appropriate way to settle your claim, we consider factors such as the terms and conditions of your policy, safety, timeliness, cost, and any legal obligations.

Your claim will be settled in one or more of the following ways:

- ① Repairing your boat.
- ② Pay you the cost to repair your boat.
- ③ Pay your claim as a total loss.
- ④ Pay your third party legal liability claim.

We also pay any included benefits and optional benefits that apply to your claim. We may deduct any relevant excess from any amount we pay you.

## ① Repairing your boat

To repair your boat, you can choose to have repairs completed by a qualified or licensed marine repairer, marine service centre or professional boat builder.

## ② Pay you the cost to repair your boat

Pay you the cost to repair your boat or replace components of your boat as assessed by us based on a fair and reasonable market rate, less the excesses and any adjustments we make based on ITCs which you may have been entitled to had you made the acquisition. We provide the information about how we assess the cost to repair your boat to you.

- If we agree to pay you the cost to replace components of your boat:
  - this will be based on the \$ amount shown on your Certificate of Insurance for the listed item.
  - if these items are not specifically listed on your Certificate of Insurance, we will pay the cost to replace the item with an item of similar quality and specifications. Proof of ownership will be required.

## ③ Pay your claim as a total loss

Your boat may be deemed to be a total loss if it has been stolen and not recovered, or if it is uneconomical or it is unsafe to repair.

The decision to pay your claim as a total loss is dependent on the type of cover you have and the sum insured on your Certificate of Insurance, we will:

- pay you the sum insured shown on your Certificate of Insurance, or
- settle your claim under the included benefit 'New boat replacement' if you have Comprehensive Boat Insurance and are eligible for the benefit – see page 27.

Any total loss payment will be less any:

- unpaid premiums for the remainder of the period of insurance.
- excesses that apply to your claim.
- any adjustments we make based on your Input Tax Credit entitlements.

If you were paying by annual premium, we don't refund any premium you've already paid us.

We do not refund any on water/road costs you have incurred, including your boat's registration.

We pay any financier of your boat the outstanding debt you owe under any finance agreement or loan first, and any remaining balance will be paid to you. The terms and conditions of your policy apply to a financier the same way they apply to you.

Your boat becomes our property and we are entitled to its salvage value.

Your policy ends when we tell you that we have decided to pay your claim as a total loss. However, if we settle your claim under the included benefit 'New boat replacement', your policy will continue - see page 27.

## 4 Settling your third party legal liability claim

If you cause loss or damage to property or death or bodily injury to someone else that you may be liable for we will:

- obtain information surrounding the incident to understand what happened. For example, contact witnesses to get their statements,
- review the information to assess if you are entirely or partially responsible for the incident,
- require you to pay any excesses that apply to the claim before we settle, and
- settle the claim of the other person, either directly to them or their insurer if the claim is valid.

We will, as necessary to defend a legal liability claim:

- represent you or any person that is entitled to be covered under your policy at an inquest, official enquiry and in court proceedings about any incident covered by your policy,
- appoint a lawyer to advise or represent you, or
- take over the matter and defend or settle any claim in your name or the name of any person entitled to be covered under your policy. We will determine how to defend or settle your claim.

If we exhaust the \$10,000,000 limit arising out of a single incident, your policy ends. If this occurs, we will notify you in writing.

# Types of excesses

Your excess is the amount you pay towards the cost of each claim you make. Your Certificate of Insurance shows the type, and amount of excesses that apply to your policy. More than one excess may apply to a single claim.

## Paying your excess

If you make a claim, we will let you know:

- which excesses apply and how much they are,
- when and how to pay any excesses, and
- who to pay any excesses to – we may ask you to pay an excess to us or a third party on our behalf. For example, a repairer or supplier when you pick up your boat.

In some cases, we may deduct any excess from the amount we pay you.

Type of excess that may apply		Comprehensive	Third party liability
Basic excess	Applies to all claims		
Listed driver excess	Must be paid on top of the basic excess if applicable to your claim		

## Types of excesses that may apply

### Basic excess

Your basic excess applies to all claims.

The excess that is applicable to your policy is shown on your Certificate of Insurance and is payable for each and every claim made under your policy.

## Listed driver excess

A listed driver excess may apply to a listed driver that is shown on your Certificate of Insurance. Any excess amount is shown beside the relevant driver's name.

You pay that excess if that person was in charge or control of your boat when the incident happened. This excess is in addition to any other excesses that apply.

## When you don't need to pay any excess

You don't need to pay any excess if we agree someone else is entirely responsible for the incident.

To assist us in confirming who is entirely responsible, you should collect and provide us with the following details:

- the other person's full name, phone number and residential address, and
- the type of boat or vehicle and registration details of the other boat or vehicle (if another boat or vehicle was involved).

## Reimbursing your excess

If you have paid your excess and we later determine someone else is entirely responsible for the incident, we will reimburse your excess.

## Claims that are less than your excess

We won't proceed with your claim if the total amount you are claiming is less than the excesses that apply to your claim.

# Other claim considerations

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## Parts we use to repair your boat

When we assess any damage to your boat, we authorise the use of any replacement parts that are required, taking into consideration the age and condition of your boat.

Generally, we use new parts to repair your boat. However, we may use:

- second hand or exchange parts,
- Australian Design Rule compliant parts to replace windscreens and window glass, or
- parts produced by Original Equipment Manufacturer suppliers to repair or replace components.

For mechanical and safety related parts, we only use new parts (unless they are not available, or you agree to something different).

If a part is not available in Australia and has to be purchased overseas, we will pay for:

- the part, and
- the cost of surface freight.

If the repairer needs to get someone else to do any part of the repairs to your boat, they must get our approval first.

## Additional repair costs we don't pay for

We don't pay any additional costs:

- to replace parts that are not available or no longer made,
- to supply, modify or paint undamaged parts to create a uniform appearance. For example, if you damage only one side of your boat, we will not paint the undamaged side,
- for any exceptional transportation costs, including air freight costs unless we authorise it first,
- to repair any pre-existing damage to your boat. Any claim settlement will be less the cost to repair the pre-existing damage,
- to fix previous repairs because of poor workmanship, unless they are repairs from an incident authorised by us, or
- for any reduction in the value of your boat after it has been repaired.

## Our property

If we replace or pay for an item, then the damaged item becomes our property.

## Claims we decline or you withdraw

If we decline your claim due to fraud you must reimburse us for any costs (for example, investigation costs) we have already incurred or benefits we have paid towards your claim.

If we decline your claim for a reason other than fraud, or you decide to withdraw your claim, you must reimburse us for any amount we have already paid towards any benefits under your claim.

## If you're registered or required to be registered for GST

Each time you make a claim you must tell us the percentage of Input Tax Credits (ITC) you are entitled to claim on your premium for the period of insurance during which the incident happened. If you do not tell us the correct percentage of ITCs, you may have to pay GST, penalties and interest. We will not cover you for these amounts.

You must also tell us whether you would be entitled to claim ITCs if you repaired or replaced the item you are making a claim for. We will reduce any payment we make to you by an amount equal to the ITC you would be entitled to, if any.

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6.

## Other information

This section explains other important information you should know such as how we calculate your premium, handle your personal information, manage disputes or complaints, and definitions for words that have special meanings.

# Dispute resolution process

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RACQ Insurance provides a free and impartial dispute resolution process, established to address any complaint you may have in relation to our products, services, staff, processes or a privacy issue.

We can provide additional support to people who are experiencing vulnerability and we recommend you let us know about your circumstances so we can do our best to support you. You can find further information on how we can support you on <https://www.racq.com/support/supporting-vulnerability>

It is important we know about your concern as soon as possible so we can work with you to resolve the issue using the following steps:

## 1. Let us know about your complaint

Please refer your complaint to us by:



Visiting us online

<https://www.racq.com/contact-us/feedback-and-complaints>



Writing to us at

RACQ Insurance – Customer Dispute Resolution Department  
PO Box 3004, Logan City QLD 4114



Emailing us at

[racqidisputeresolution@racq.com.au](mailto:racqidisputeresolution@racq.com.au)



calling us on

1300 851 381 or 13 7202 outside business hours.

## 2. Reviewing your complaint

When you lodge your complaint with us, we would appreciate you providing us with your contact details and preferred contact time. This will enable us to acknowledge your complaint, provide you with updates on the progress of the review, and contact you with a decision in line with our complaints management policy. You can find further information on our complaints management policy by visiting <https://www.racq.com/contact-us/feedback-and-complaints>.

## 3. Refer to external dispute resolution

We expect that together, we can find a fair and balanced outcome. However, if you are not happy with our decision, or the handling of your complaint, you can access the External Dispute Resolution Scheme, managed by the Australian Financial Complaints Authority (AFCA). AFCA's role is to provide consumers (you) with free, fair and independent dispute resolution for complaints relating to financial service providers (RACQ Insurance).

AFCA deals with complaints that fall within their 'Complaint Resolution Scheme Rules' and will only consider your complaint after we have first had the opportunity to resolve your complaint through our internal dispute resolution process.

To find out whether your complaint qualifies for the AFCA, you can:



write to

Australian Financial Complaints Authority Limited,  
GPO Box 3, Melbourne, VIC 3001



call 1800 931 678



visit <http://www.afca.org.au>



email [info@afca.org.au](mailto:info@afca.org.au)

# Premium & discount guide

## How we calculate your premium

To calculate your premium, we assess the likelihood of you making a claim according to various items of information about your policy which we call premium rating factors. The importance of the premium rating factors we use, and the way in which we combine them to determine your premium varies by type of cover and from person to person and may change over time. The table below shows significant premium rating factors that might affect your premium.

Your premium also includes any discounts to which you may be entitled, as well as any applicable government statutory charges, levies, duties, GST and other taxes.

When you change or renew your policy, we review your premium and increase or decrease it in line with any relevant changes to your circumstances. Even if you do not make any changes to your policy, your renewal premium may change. We may choose to limit the amount of any premium increase or decrease you experience on renewal. Your renewal premium may change because the premium is affected by other factors including:

- the cost of claims we have paid and expect to pay in the future,
- new data we have collected on premium rating factors,
- changes to the cost of running our business, or
- changes in government statutory charges.

The table below shows significant premium rating factors that might affect your premium. This is not an exhaustive list of our premium rating factors.

Premium Factors	Comprehensive Boat Insurance	Third Party Liability Boat Insurance
<b>You and other listed drivers</b>		
<b>Claims history</b> Premiums may be lower if you have not made insurance claims in the past.	✓	✗
<b>Your boat</b>		
<b>Address and storage location</b> Premiums may be higher for boats stored (or moored) in areas where incidents occur more often or repairs are more expensive.	✓	✗
<b>Boat type</b> The type of boat (for example a dinghy versus a yacht) and other characteristics including its primary construction material and length can affect the cost for parts or repairs, its attractiveness to thieves, and its general performance, handling and safety record. Premiums may be higher where any of these characteristics increase the likelihood of an incident and increase your boat's vulnerability to damage.	✓	✓
<b>The sum insured amount</b> Premiums may be higher for boats with higher insured values since these tend to be more expensive to repair or to settle total loss claims than boats with lower sums insured. Your sum insured is listed on your Certificate of Insurance and may include amounts listed for the hull, sails, motors, trailers, tenders and any other equipment, accessories or modifications.	✓	✗

Premium Factors	Comprehensive Boat Insurance	Third Party Liability Boat Insurance
<b>Your policy choice</b>		
<b>Optional benefits</b> Choosing an optional benefit will increase your premium.	✓	✗
<b>Premium payment frequency</b> There is an additional premium if you choose to pay in monthly instalments, rather than paying them upfront. The additional premium may be referred to as a fee in other policy documents.	✓	✓

## What discounts can be applied to your premium

You may be entitled to the premium discounts shown in the table below. When you apply for insurance or we send you an offer to renew your policy, we calculate your premium and apply the discounts that you're entitled to. We will show the types of discounts applied to your premium on your Certificate of Insurance.

We don't apply any premium discounts to additional premiums arising from your choice to pay premiums by monthly instalments, any government statutory charges such as GST and Stamp Duty that are included in the cost of your insurance.

Premium discounts	Comprehensive Boat Insurance	Third Party Liability Boat Insurance
<b>Multi-policy discount</b> If you have 3 or more qualifying policies with RACQ Insurance.	✓	✓
<b>Roadside Assistance loyalty discount</b> If you hold RACQ Roadside Assistance (excludes Business Roadside Assistance).	✓	✓
<b>No Claim Discount</b> If you haven't made a claim in 12 months.	✓	✗

Visit [racq.com/insurance](http://racq.com/insurance) for the details of discount rates.

## No claim discount

Your no claim discount (NCD) reduces the premium you pay for your policy. When you first take out insurance with us, we decide whether to give you an NCD based on your claims and driving history. If we decide that you qualify for an NCD, we apply your NCD to reduce your premium.

The table below shows the rating we give you based on your claims and driving history and the NCD that applies to that rating. Your NCD rating is shown on your Certificate of Insurance.

Rating	NCD applied to your premium
Rating 3	15%
Rating 2	20%
Rating 1	25%

If you don't make an at fault claim during the period of insurance, we'll change your rating and increase your NCD at your next policy renewal. For example, if you're a Rating 3 with 15% NCD, then you'll move to a Rating 2 with 20% NCD.

However, if you make an at fault claim, we'll change your rating and we'll reduce your NCD at your next policy renewal.

For example, if you're a Rating 1 with 25% NCD and you make an at fault claim, then you'll move to a Rating 2 and at your next policy renewal your NCD will reduce to 20%. Your NCD can be reduced by more than one rating at your next policy renewal if you have multiple at fault claims in a single period of insurance.

## When we won't reduce your NCD for a claim

We won't reduce your NCD if:

- we agree that someone else was 100% responsible for the incident,
- we agree that the person in charge or control of your boat is not in any way responsible for the incident and the loss or damage is caused by any of these incidents:
  - windscreen or window glass breakage,
  - weather conditions (e.g. storm, hail or flood),
  - a collision with an animal,
  - fire,
  - theft or attempted theft, or
  - malicious damage.

### At fault claims



An at fault claim is where your boat is involved in an incident and it is determined the person in charge or control of your boat at the time of the incident is partially or wholly responsible for the incident.

## Personal information

The personal information you give us is used to set up and administer your policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums.

If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim.

## Our Privacy Statement

RACQ collects, holds, uses and discloses your personal information in a number of ways. RACQ is bound by the Privacy Act 1988 (Cth) (Act) and the Australian Privacy Principles contained within the Act.

To obtain a copy of the RACQ Group Privacy Statement visit our website at [racq.com/insurance](http://racq.com/insurance) or [racq.com/privacy](http://racq.com/privacy). You can also call us on 13 1905 or email us on [privacy@racq.com.au](mailto:privacy@racq.com.au) to request a copy.

# General Insurance Code of Practice

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The General Insurance Code of Practice sets standards for insurers. RACQ Insurance is a signatory to the General Insurance Code of Practice.

You can get a copy of the General Insurance Code of Practice from the Insurance Council of Australia by:



calling  
**1300 728 228**



visiting  
**www.insurancecouncil.com.au**

## Financial Claims Scheme

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The Financial Claims Scheme protects general insurance policyholders from potential loss if an institution fails. You may be entitled to a payment under the Financial Claims Scheme if you meet their eligibility criteria. If you want more information about the scheme, you can:



call  
**1300 558 849**



visit the Financial Claims Scheme website at  
**www.fcs.gov.au**

## RACQ membership

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By entering into this policy, you agree to become a member of the Royal Automobile Club of Queensland Limited ACN 009 660 575 (RACQ).

As an RACQ member, you may vote at RACQ general meetings and agree to the constitution of RACQ and any rules made under the constitution, which may vary from time to time. The RACQ constitution and rules are available at [racq.com](http://racq.com).

RACQ members enjoy wide-ranging benefits. You can find out more about the specific rewards, discounts and privileges RACQ membership offers by:



visiting us at  
**[racq.com/membership](http://racq.com/membership)**



calling us 7 days a week on  
**13 1905**



visiting one of our RACQ stores



writing to us at  
**PO Box 4, Springwood Queensland 4217**

The conditions set out below apply:

If you cease to hold and do not renew your policy and do not have any other RACQ eligible products, you will no longer be entitled to be a RACQ member.

# Words with special meanings

Word or term	Special meaning
Accessories	Items manufactured and intended for use on your boat, these may be portable or permanently attached to the hull and include boat covers and canopies including biminis, storm and other protective covers, batteries, anchors, paddles, oars, boat tender.
Agreed value	The amount that we agree to insure your boat for. This amount is shown on your Certificate of Insurance. The agreed value includes all relevant statutory charges, GST and taxes.
At fault claim	Your boat is involved in an incident and it is determined the person in charge or control of your boat at the time of the incident is partially or entirely responsible for the incident.
Boat tender	<p>A small auxiliary boat or dinghy used as a lifeboat or means of transportation to get to or from your boat.</p> <p>The boat tender must be marked with the same registration number as your boat shown on your Certificate of Insurance and towed behind or carried on your boat and not registered in its own right.</p> <p>The boat tender's value is included within the sum insured of your boat.</p>
Compensation amount	<p>Any costs we pay in relation to a third party claim against you, including:</p> <ul style="list-style-type: none"> <li>• damages,</li> <li>• interest,</li> <li>• settlement payments, or</li> <li>• legal costs of other parties that you are legally required to pay.</li> </ul>
Competent observer	An observer who is older than 12 years and competent to tell the driver of the boat about the dangers to, and actions of, a water skier.
Contents	<p>Any items not used in the operation or navigation of your boat but kept and used exclusively on board, including, but not limited to your,</p> <ul style="list-style-type: none"> <li>• bedding and manchester,</li> <li>• unfixed furniture and furnishings,</li> <li>• utensils, crockery and cooking equipment, and</li> <li>• household portable kitchen appliances.</li> </ul> <p>Contents does not include personal property or cash, gift cards, cheques, travellers cheques, credit, any other type of financial transaction card, digital currency systems, stocks or shares relating to any business, mobile phones and their accessories, cut or uncut gems or stones, works of art, gold or silver articles, jewellery, watches or collections of any kind, pets, livestock or plants, or musical instruments or sporting equipment including, camping equipment, parachute, model craft, aircraft, or hang gliders and their parts and accessories.</p>
Equipment	Items manufactured and intended for use on your boat that are permanently kept on board. These may be portable or permanently attached to the hull and include depth sounders, marine radios/ transceivers, navigation equipment, fish finders, tools for emergency breakdown and maintenance reasons.

<b>Excess</b>	The amounts you contribute towards the cost of your claim. Your Certificate of Insurance shows the amount and types of excesses that apply to your policy. More than one excess may apply.
<b>Fishing equipment</b>	Fishing equipment such as: <ul style="list-style-type: none"> <li>• rods,</li> <li>• reels,</li> <li>• tackle, and</li> <li>• other similar equipment used for recreational fishing, including hand held fish finders.</li> </ul>
<b>Floatation device</b>	A device that is usually inflatable and is made and designed to be ridden by someone while being towed by a boat.  It does not include tyre inner tubes, parasails, hang gliders (or any other aerial devices).
<b>Forcible removal</b>	Illegal entry into your boat, lockable cabin or compartment which includes illegally using keys, picking locks, or damaging the securing devices. It does not include entering an unlocked compartment, door, window or skylight.
<b>Geographical limits</b>	The distance in nautical miles off mainland Australia and Tasmania within which cover under this policy is available for your boat.
<b>Hull</b>	The hull is: <ul style="list-style-type: none"> <li>• the frame and structure of your boat (above and below waterline),</li> <li>• deck,</li> <li>• cabin,</li> <li>• fixtures and fittings that are permanently attached to your boat — for example, winches, a fixed fridge, fixed fishing rod holders, duck board, railings.</li> </ul>
<b>Incident</b>	An event which a person would not reasonably expect or intend that happens during the period of insurance.
<b>Input Tax Credit (ITC)</b>	A credit any GST registered person or business entity can be entitled to claim, for the GST they pay for items or services purchased in the course of carrying on their business.
<b>Listed driver</b>	A person that is shown as a driver on your Certificate of Insurance.
<b>Malicious damage</b>	Intentional damage to your boat by someone other than you and without your consent.
<b>Modifications</b>	Any changes, alterations or additions to your boat that are not part of the manufacturer's standard specifications for your boat and which enhance the performance, alter the structural integrity or alter the safety or handling of your boat. For example, alterations or additions that increase engine output or modify the length of your boat.
<b>Moor or moored</b>	Your boat attached or secured to a structure in the water or land like a jetty, post, pile, pontoon or wharf. It does not include an anchor.
<b>Motor</b>	A device that propels your boat through the water. This includes outboard engines, stern drive units, inboard engines and electric trolling engines and includes the propeller, shaft, gearbox, skeg, wiring harness, instruments, portable fuel tank, control cables, joystick management systems and generators.
<b>Nautical mile</b>	A unit of measure used in marine navigation. 1 Nautical mile = 1852 metres.

<b>Period of insurance</b>	The period we cover under your policy which is shown on your most recent Certificate of Insurance.
<b>Personal property</b>	Clothing, shoes, waterproof gear, prescription glasses, sunglasses and prescription sunglasses and portable electronic equipment (except for mobile phones and their accessories) belonging to you which are being used or stored on your boat at the time of loss.
<b>Pollution</b>	Pollution, pollutants, contamination including the escape, release or discharge of any gases, fuels, oils, lubricants, wastes or the use of any chemical or the presence of asbestos or other airborne contaminants.
<b>Policy</b>	Your policy includes: <ul style="list-style-type: none"> <li>• this Product Disclosure Statement,</li> <li>• your Certificate of Insurance, and</li> <li>• any Supplementary Product Disclosure Statements we have issued.</li> </ul>
<b>Premium</b>	The total amount you pay for the cover you've chosen. It includes any government statutory charges, levies, duties, GST and other taxes that may apply.
<b>Safety equipment</b>	Equipment you legally need to carry on your boat — for example, fire extinguishers, life jackets, distress flares and other mandatory safety equipment.
<b>Sum insured</b>	The value we cover your boat up to. This value will be the agreed value.  This value includes the following components; <ul style="list-style-type: none"> <li>• the hull,</li> <li>• motor(s),</li> <li>• trailer,</li> <li>• mast, spars, sails, rigging, and,</li> <li>• equipment and accessories.</li> </ul> The sum insured you have is shown on your Certificate of Insurance.  The sum insured includes all relevant statutory charges, GST and taxes.
<b>Terrorism</b>	Any act by any person or group, including the use of or threat to use force or violence for political, religious, ideological, ethnic or similar purposes (including the purpose of influencing the government) or that is intended to put the public, or any section of the public, in fear.
<b>Total loss</b>	When your boat has been stolen and not recovered, or it is uneconomical or unsafe to repair considering: <ul style="list-style-type: none"> <li>• the sum insured shown on your Certificate of Insurance,</li> <li>• the amount the repairs will cost as assessed by us,</li> <li>• the estimated salvage value,</li> <li>• applicable state or national regulatory requirements.</li> </ul>
<b>Trailer</b>	A device that is specifically designed to carry your boat and be towed behind a motor vehicle.
<b>Unsecured</b>	Not contained within a cabin, compartment or structure that is secured with a locking device and permanently attached to your boat.
<b>Unroadworthy</b>	Not in good working order or unable to operate safely and efficiently or is not reasonably fit for its intended purpose for what it is designed for.

<b>Unseaworthy</b>	Not in good working order or unable to operate safely and efficiently or is not reasonably fit for its intended purpose for what it is designed for.
<b>Water sports equipment</b>	<p>Water sports equipment owned by you, including:</p> <ul style="list-style-type: none"> <li>• diving equipment such as tanks, regulators, fins, snorkels, buoyancy compensation devices and other commercially manufactured equipment used for recreational diving.</li> <li>• water skiing or aquaplaning equipment such as water skis, wakeboards, kneeboards, vests, ropes and other professionally designed and manufactured equipment for the purpose of water skiing, aquaplaning or wakeboarding behind your boat.</li> </ul> <p>Water sports equipment does not include flyboards and any other aerial device.</p>
<b>Water sport towing</b>	<p>A person or persons being towed behind your boat across the surface of the water on:</p> <ul style="list-style-type: none"> <li>• water skis,</li> <li>• a surfboard,</li> <li>• a knee board,</li> <li>• an aqua tube/ ski tube,</li> <li>• a wakeboard, or</li> <li>• other similar equipment professionally designed and manufactured for the purpose of being towed by your boat.</li> </ul>
<b>We, us, our</b>	RACQ Insurance Limited – ABN 50 009 704 152, AFS Licence Number 233082.
<b>You, your</b>	The persons shown as the policyholders on the Certificate of Insurance.
<b>Your boat</b>	<p>Your boat is made up of:</p> <ul style="list-style-type: none"> <li>• a hull,</li> <li>• motors — which includes any auxiliary and trolling motors,</li> <li>• a trailer,</li> <li>• equipment and accessories,</li> <li>• masts, spars, sails and rigging,</li> <li>• a boat tender.</li> </ul>

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# Contact us

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## RACQ Insurance Limited

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