



# Personal Insurance Plan

## BoatPlan

### Welcome to BoatPlan

We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact *us* if *you* would like further information.

### 30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during this period we will give *you* a full refund of any *premium* paid.

### Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

### Definitions

*Definitions explain words frequently used in the policy. Defined words are shown in this type style.*

*Accident* and *accidental* mean a sudden and unforeseen event, not intended or expected by *you*.

*Act* means any Act of the New Zealand Parliament in force at the commencement of the *period of cover*, or which comes into force during the *period of cover*, and

any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.

*Boat* means the hull and any fixtures fittings and equipment which is permanently affixed, including sails, masts, spars, and rigging, machinery and motors (both inboard and outboard) anchor and warp, fish finder, depth sounder, other navigational aids and marine radios and boat trailers.

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

*Damages* means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

*In New Zealand* means within 150 kilometres of New Zealand's coastline but not while on voyages to and/or from ports and/or places outside New Zealand.

*Market value* means the reasonable retail value of *your boat* or *other property* immediately prior to the loss or damage.

*Other property* means dinghy, gear and equipment kept permanently on board the *boat* but which is not permanently affixed, including life jackets, clothing, wet weather gear, flares, tools, bed clothing, foodstuffs, cooking utensils and other similar accessories, but excluding fishing or sporting gear unless specified on the *schedule*.

*Period of cover* means the "period" or "period of insurance" specified in the *schedule*.

*Premium* is the consideration for this contract. This may mean the first premium or any subsequent premium and includes any government levies and taxes.



*Reparation* means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 (or any replacement Act) and any subsequent amendments to be paid to the victim of an offence. Reparation does not include:

- a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015 (or any replacement Act) and any subsequent amendments; or
- b. damages, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c. your legal defence costs or expenses in relation to an offence.

*Schedule* is the latest current policy schedule, expiry notice or insurance renewal issued to you.

*We, us or our* means Vero Insurance New Zealand Limited.

*You or your* means the insured person or persons named in the *schedule*, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.

## Introduction

We will provide the cover set out in this policy during the *period of cover* shown in *your schedule* provided you have paid the *premium* and subject to the policy's terms, limits, conditions and exclusions.

Your insurance contract consists of three parts:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to you; and
3. the information in the proposal, application or declaration.

## What you are insured for

We will insure you for *accidental* loss or damage to your *boat* anywhere in *New Zealand* during the *period of cover* with us.

What we will pay – at our option

1. The cost to repair or replace your *boat* and other

*property* or make a payment, up to the *market value* but no more than the Sums Insured specified on the *schedule*.

2. If any repair makes a major improvement to the pre-*accident* condition or value of your *boat* and other equipment, then you may be required to make a contribution towards the cost of repairs.

Such contribution will not be required if the property is less than one year old at the date of such loss or damage.

## Additional benefits

### We will also pay for:

#### 1. Salvage and associated costs

1. reasonable salvage costs;
2. wreck removal costs which you or any person covered by this policy become legally liable to pay;
3. reasonable expenses incurred in minimising further loss or damage from the same *accident*.

Provided the costs or expenses follow an *accident* for which there is a valid claim under this policy.

#### 2. Boat parts and accessories at home

If you have *boat* accessories or spare parts that are not fitted to the *boat*, and they are stored at your home, we will pay up to \$500 any one event after deducting your *excess*, for loss or damage by fire and theft, unless you have named an item and its value, and it is shown on the *schedule*.

#### If you have *boat* and contents insurance with us, you can only claim this benefit under one policy.

#### 3. Boat change

If you replace a *boat*, or buy an additional *boat* then we will insure the replacement or additional *boat* for its *market value* but otherwise on the same terms that apply to the *boat* shown on the *schedule*, but only if:

1. you tell us within 30 days after buying the replacement or additional *boat* with full details; and
2. you pay any extra *premium* which we may require; and



3. the *boat* purchased is valued at no more than \$50,000.

#### 4. Premium credit

Where *your boat* is treated as a total loss and we insure *your replacement boat*, we will credit the unused *premium* towards insurance on the replacement. Provided that:

1. the person in control of *your boat* was completely free of blame; and
2. the identity of the other party who caused the damage is established.

#### 5. Recharge of extinguishers and replacement of flares

In the event of a claim we will pay up to \$1,500 for the recharge of extinguishers and replacement of flares used in minimising loss or damage.

#### 6. Emergency costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable incurred costs of:

1. rescuing *you*, *your* passengers or *your* crew, to a maximum of \$1,000;
2. having *your boat* removed to the nearest repairer or place of safety;
3. essential repairs to the *boat* so *you* can get to *your* destination or a repairer;
4. returning *your boat* to *your* home following its repair, or if it was stolen, following its recovery.

We will also pay the reasonable costs of accommodating and transporting *you* and *your* passengers to *your* home if *your boat* cannot be used, to a maximum of \$500.

#### 7. Storage or repair

We will cover insured *boat* equipment and *other property* temporarily removed from *your boat*;

1. for the purpose of repair;
2. for storage in securely locked premises;
3. while in transit to repair or storage.

#### 8. Goods and services tax - GST

Provided the GST is recoverable by *us*, the sum insured under this policy is exclusive of GST.

This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All limits, amounts or excesses shown are GST inclusive.

#### 9. Legal liability

**If *you*, or a member of *your* household, have any other insurance with *us*, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.**

##### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for loss or damage to someone else's property or *bodily injury* happening during the *period of cover* as a result of a single *accidental* event in *New Zealand* caused by *your boat*.

##### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for loss or damage to someone else's property or *bodily injury* happening during the *period of cover* as a result of a single *accidental* event in *New Zealand* and was caused by *your boat*, provided that:

- *you* tell *us* immediately if *you* are charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person; and
- *you* obtain *our* written approval before any offer of *reparation* is made.

##### C. Extended Liability

Provided all the requirements for cover are met, we will extend the "Liability for *Damages*" and "Liability for *Reparation*" benefits to provide cover:

- to any person who is using *your boat* with *your* consent and who is not otherwise excluded from the policy cover;
- to any person engaging in water skiing or



similar sport while being towed by *your boat*;

- for *accidents* caused by any other boat being used by *you* in person provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement. No cover is provided for damage to the boat being used;
- for costs that result from the raising, removal or destruction of the wreck of *your boat* or an attempt at any of these. *We* will also cover any loss of or damage to property or *bodily injury* that arises, because *you* fail to raise, remove or destroy the wreck of *your boat*.

**But we will not pay:**

- a. for damage to property belonging to *you* or in *your* custody or control;
- b. if *you* or any person or organisation to whom this section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy;
- c. for any *accident* arising directly or indirectly from or in connection with the ownership possession or control by or on behalf of the insured of any mechanically propelled vehicle registered under the Transport Act 1962 and subsequent amendments by which any property insured is drawn or conveyed;
- d. for any exemplary or punitive damages.

**Limits on what we will pay under legal liability:**

In respect of any one event, *we* will pay:

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

In addition, where *your* legal liability is to pay *damages* *we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

**Our liability to you under all legal liability benefits ("Liability for Damages" and "Liability for Reparation"), will be limited to the applicable sub-limits, and will never exceed \$1,000,000 in total**

**during any period of cover plus your legal defence costs and expenses incurred with our consent as provided in the policy.**

**Optional Additional Benefits**

**10. Racing risk option**

If *you* have paid for this extension and it is shown on the *schedule*, the following cover applies:

If *you* are racing *your* sailboat and it suffers *accidental* loss or damage, then *we* will pay the cost of repair or replacement of *your* masts, spars, booms, spinnaker poles, sails, rigging and anchors.

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

This extension will be subject to the racing risk excess shown on the *schedule*.

**11. Medical payments insurance**

If this extension is shown on the *schedule*, the following cover applies:

*We* will pay the reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing services and in event of death, funeral costs incurred within one year from the date of an *accident* to any person while in, upon boarding or leaving *your* insured vessel.

The most *we* will pay for any one *accident* shall not exceed the amount of insurance shown for medical payments in the *schedule*, regardless of the number of persons involved in the *accident*.

Special requirements:

Any person seeking medical payments by *us* under this section must:

1. provide *us* with all documentation, bills and reports requested by *us*;
2. submit to a physical examination by a physician selected by *us* when and as often as *we* reasonably require; and
3. provide *us* with written authorisation for release to *us* of copies of pertinent medical reports and records.



## Exclusions

### We will not pay for:

#### 1. Any excess

You must contribute the amounts shown in the *schedule* under the heading "excesses" as the first amount of any claim.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by you with us under more than one insurance policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that we could apply under any of the policies affected.

Where you suffer a total loss and you have been paying your premium to us by instalment the standard excess shown on the *schedule* will be increased to include:

- i. the difference between the amount you have paid and the amount of premium you would have paid if you had instead elected to pay your premium annually; and
- ii. the total value of the instalment fees for all of the premium instalments.

#### 2. We will not pay for:

- a. loss of use or consequential loss;
- b. depreciation, deterioration, wear and tear, delamination, corrosion, rust, rot, mould, or damage caused by marine organisms or by vermin (except opossums) or by electrolysis;
- c. breakdown, failure or breakage of:
  - i. any component or accessory; or
  - ii. the engine transmission, mechanical, electrical or electronic systems, or
  - iii. any loss which their failure may cause to the rest of these systems;
- d. loss or damage by wind to sails or protective covers when racing, except where the racing risk extension applies;
- e. loss or damage to masts, spars, booms, spinnaker

poles, rigging, and anchors while racing your sailboat, except where the racing risk extension applies;

- f. any loss or expenditure incurred solely in remedying a fault in design or, in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alteration in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction;
- g. any claim while the boat is let out on hire or charter or is used for any purpose other than private pleasure purposes;
- h. loss or damage to boats primarily powered by motor while participating in or while being prepared for a race, speed competition, speed testing, reliability or time trial or any similar activities;
- i. any loss, damage, cost or liability arising from:
  - i. any criminal activity carried out at, or involving, any property insured under this policy unless you establish that you did not have reason to suspect that criminal activity was taking place;
  - ii. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by you or any other person entitled to cover under this policy.
- j. theft of outboard motors that are not securely locked to the boat, or stored in a securely locked part of the boat; or stored in a securely locked building.

#### 3. Any losses when your boat is under the control of any person who:

is affected by alcohol or drugs.

#### 4. Any losses when any person is driving a vehicle towing the boat and:

- a. has a proportion of blood/alcohol or breath/ alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test;
- b. is doing so without a licence or not complying with the conditions of their licence.



**5. Loss, destruction, damage or liability directly or indirectly caused by:**

- a. war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- c. any act of terrorism including but not limited to where that loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
  - pollution,
  - contamination, or
  - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

**6. Loss, destruction, damage or liability directly or indirectly resulting from:**

- a. the *boat* being left unattended at anchor or on swing moorings other than its usual mooring or berth or moorings to Port or Local Authority standards for more than twenty four consecutive hours;
  - b. permanent moorings that don't meet the minimum specifications recommended by Port or Local Authorities;
  - c. permanent moorings that are not in good order; or
  - d. swing moorings that have not been inspected and maintained for more than 3 years.
- 7. We will not pay for any amounts that can be recovered (including by the victim of an offence)**

under the Accident Compensation Act 2001, (or any subsequent Act) or any amendment, or which would be recoverable but for:

- The victim's failure to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- The victim's decision not to claim any amount he or she would be entitled to claim under the Act; or
- The Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever;

but this doesn't reduce or limit *your* cover under the Medical payments benefit.

**Policy conditions**

These conditions give *you* information about *your* and *our* obligations arising from this policy.

**1. Assignment**

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

**2. Breach of Policy Terms and Conditions**

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects the common law rights of either party, including the right to avoid the policy for non-disclosure.

**3. Cancellation**

*We* may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. The cancellation will take effect at 4.00 pm on the 7th day after the letter has been sent. *We* will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

**4. Care of *your boat***

*You* must take all reasonable steps to prevent loss or damage and maintain *your boat* in good repair. *We* shall always have the right to examine *your boat*.



## 5. Care of your *boat* trailer

*You* must take all reasonable steps to prevent loss or damage and maintain *your boat* trailer in good repair and roadworthy condition. *We* shall always have the right to examine *your boat* trailer.

## 6. Claims

- a. On the happening of any event that may give rise to a claim under this policy *you* must:
  - i. immediately notify *us* of such event;
  - ii. take all reasonable steps to minimise the extent of loss or damage;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs;
  - v. make *your boat* available for inspection by *us*;
  - vi. provide all proofs, information and other evidence; and otherwise give all possible assistance that *we* may require; and
  - vii. in the case of loss by theft, burglary or vandalism advise the Police immediately;
- b. *You* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim;
- c. If legal proceedings are brought against *you* that relate to a possible claim against this policy, *we* are entitled (but not obliged) to defend *you* and to control, settle and deal with those proceedings as *we* see fit. Where *you* face a claim for *damages*, that is covered by this policy, *we* will pay all reasonable legal and related costs of defending *you*, provided *we* appoint the solicitors and *we* have agreed in writing to do so, but *we* won't pay any costs not agreed to in advance or any punitive or exemplary *damages* awarded against *you*.
- d. If *we* pay the *market value* then the cover is finished and no *premium* is refundable. *We* may keep whatever is left or recovered of the *boat*.

## 7. *Reparation*

If any person is ordered to pay *reparation* to anyone *we* insure under this policy for loss to any property that *we* have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.

## 8. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract. All statements made by *you* or on *your* behalf either on the proposal form or otherwise in support of this policy or any claim must be complete and correct in all respects. If any claim under this policy is supported by any incorrect information or statement all benefits will be forfeited.

## 9. Duty of Disclosure/Change of Circumstances

*You* must tell *us* everything that may be relevant to *our* decision to issue, renew or alter the policy and *you* must tell *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

## 10. Instalment *premiums*

Where *we* have agreed to accept payment of *premium* by instalments:

- a. *we* reserve the right in the event of a claim being made to require immediate payment of the balance of any annual *premium*; and
- b. all benefits under this policy will be forfeited from the date the first unpaid instalment was due and *your* policy automatically cancelled if:
  - i. any three consecutive fortnightly instalments remain unpaid; or
  - ii. any two consecutive monthly instalments remain unpaid; or
  - iii. any quarterly or half yearly payments remain unpaid 14 days after the due date of the instalment.

Where any instalment is overdue and the policy has not been cancelled, all benefits under this policy will be forfeited from the date the first unpaid instalment was due until the date *we* receive all the overdue instalment *premiums*.



Any claim proceeds payable to *you* under this policy will be withheld by *us* until *you* have brought all instalments up to date.

#### **11. Joint Insureds**

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you* not just the person responsible.

#### **12. Jurisdiction**

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

#### **13. Modifications**

*You* must tell *us* of any modifications which have been made to the *boat* since insuring it with *us*.

#### **14. Other Insurance**

This policy does not cover loss or liability where cover is already provided by other insurance.

*We* will not contribute towards any claim under any other policy.

#### **15. Other Interests**

If *your boat* is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.