

Vero Pleasurecraft Policy Updates



We have redrafted the Vero Pleasurecraft policy wording in plain language, to make it easier for you to understand what you are and are not covered for. There are some differences in the way we have worded your policy, in some instances we have added more detail or examples to explain a clause more thoroughly, these are not all included in this document. Other than the changes outlined below, the plain language drafting of the wordings is not intended to change, restrict or expand the cover you are entitled to under your policy. Please read your new policy wordings in full to see the detail of the changes below.

Section	Previous cover	Pg	New cover	Pg
What we will provide	<p>If any repair or replacement makes an improvement to the pre-accident condition or value of <i>your boat</i> and other equipment, then <i>you</i> may be required to make a contribution towards the cost of repairs.</p> <p>A contribution from <i>you</i> will not be required provided the item that has been repaired or replaced</p> <ol style="list-style-type: none"> is less than 1-year-old at the date of such loss or damage, or is less than 3 years old for sails, fabric protective covers and outboard motors. <p>Following a claim we have accepted which involves painting, recoating or treating a damaged area of <i>your boat</i> following repair, we may, at <i>our</i> option, pay for painting, recoating or treating adjacent undamaged areas to match colours and finish. If <i>we</i> do, <i>we</i> may require a contribution from <i>you</i>.</p>	7	<p>You may have to contribute to improvements</p> <p>We may require you to contribute to improvements to your boat if its repair or replacement will improve its condition or value, when compared to its pre-<i>accident</i> condition or value. If we require you to contribute, we will do this in one of the following ways:</p> <ul style="list-style-type: none"> before any repair or replacement, we will agree with you your contribution to the total cost; where we are unable to reach agreement with you, or you have already arranged the repair or replacement without consultation and agreement with us, we will only pay what we think is reasonable to return your boat to its pre-<i>accident</i> condition. <p>For example, if we accept a claim involving painting, recoating, or treating a damaged area of your boat, you may ask us for similar work to undamaged areas, such as to match colours and finish. If we agree, you may need to contribute to these costs.</p>	10
Benefits included in your cover	<p>Boat change</p> <p>If <i>you</i> replace <i>your boat</i>, we will insure <i>your</i> replacement <i>boat</i> for its <i>market value</i> (or if specifically agreed by <i>us</i>, its agreed value) on the same terms that applied to the original <i>boat</i> stated in this policy's Schedule, but only if:</p> <ol style="list-style-type: none"> <i>you</i> tell <i>us</i> and provide full details within 30 days after buying the replacement <i>boat</i>; and <i>you</i> pay any extra <i>premium</i> which we may require; and the <i>market value</i> of the <i>boat</i> purchased is no more than 10% greater than the current <i>boat</i>; and the replacement <i>boat</i> is of a similar type and construction. 	8	<p>Boat change – we'll insure your replacement boat</p> <p>If <i>you</i> replace your <i>boat</i> with another <i>boat</i> of similar type, age, and construction, we'll automatically insure it for 30 days after purchase. We'll cover your replacement <i>boat's market value</i>. We'll cover it on the same terms that applied to the original <i>boat</i> in your policy <i>schedule</i>.</p> <p>The replacement <i>boat</i> must have a <i>market value</i> no more than 10% higher than the original <i>boat</i>.</p> <p><i>You</i> must:</p> <ul style="list-style-type: none"> give full details of the replacement <i>boat</i> within 30 days from buying it pay any extra <i>premium</i> requested. <p>If your replacement <i>boat</i> is not of similar value, type, age, and construction, you'll need to talk to us before we cover it.</p>	12

Section	Previous cover	Pg	New cover	Pg
Benefits	<p>Additions</p> <p>If you purchase any fixtures, fittings or <i>boat's gear</i> for your <i>boat</i> during any one <i>period of insurance</i>, we will automatically provide cover provided that you produce receipts in the event of <i>accidental</i> loss or damage. You must advise us of these additions and their values, prior to the end of the <i>period of insurance</i> during which you purchased them. When advised, we will adjust the sum insured and <i>premium</i> effective from the commencement of the following <i>period of insurance</i>.</p> <p>The maximum amount payable in any <i>period of insurance</i> under this benefit is NZ\$5,000 for <i>trailer craft</i> and NZ\$25,000 for <i>moored craft</i>.</p>	8	<p>Additions – we'll cover fixtures, fittings, and gear you add to your boat</p> <p>We'll automatically provide cover for any fixtures, fittings or <i>boat's gear</i> you buy for your <i>boat</i> during a <i>period of insurance</i>. You must:</p> <ul style="list-style-type: none"> • tell us about the items and their values before the end of the <i>period of insurance</i> you buy them in • provide receipts if there's <i>accidental</i> loss or damage. <p>When you tell us about the items, we'll change the sum insured and <i>premium</i>. This change will take effect when the next <i>period of insurance</i> starts.</p> <p>The maximum amount payable in any period of insurance under this benefit is \$25,000.</p>	12
Benefits	<p>Legal defence costs</p> <p>We will pay for, without deduction of excess, legal defence costs necessarily and reasonably incurred to defend you from a charge under s65 of the Maritime Transport Act 1994, or of manslaughter, resulting from an <i>accident anywhere in New Zealand</i> when using your <i>boat</i>.</p> <p>We will also pay for, without deduction of excess, legal defence costs necessarily and reasonably incurred to defend you from a charge under s65 of the Maritime Transport Act 1994, or of manslaughter, resulting from an <i>accident anywhere in New Zealand</i> when using another <i>boat</i>.</p> <p>The maximum we will pay under this benefit is NZ\$25,000 in any one <i>period of insurance</i>.</p>	8	<p>Legal defence costs – we'll help pay for your defence in court</p> <p>After an <i>accident</i>, you may face a manslaughter charge as defined in the Crimes Act 1961, or a charge under s65 of the Maritime Transport Act 1994. If you do, we'll pay for legal defence costs necessarily and reasonably incurred to defend you from the charge, without deducting an excess. You must be intending to plead not guilty. Your plea of not guilty must be reasonable, based on the evidence, the law, and the prospect of a successful defence. We'll cover charges resulting from an <i>accident anywhere in New Zealand</i>, using your <i>boat</i> or another <i>boat</i>. We'll pay up to \$25,000 under this benefit in any one <i>period of insurance</i>.</p>	13
Benefits	<p>Medical payments not covered by ACC</p> <p>If any person suffers <i>bodily injury</i> in direct connection with your <i>boat</i>, when stepping on to, or whilst on board, or when stepping from your <i>boat</i> whilst afloat or whilst your <i>boat</i> is being put into or retrieved from the water, we will pay the reasonable medical and ambulance expenses of each person, up to the maximum amount of NZ\$2,000 in total for all events, during any one <i>period of insurance</i>. These payments must not be covered by ACC and must be incurred within one year of the <i>accident</i>.</p>	9	<p>Medical payments not fully covered by ACC – we'll fill the gap</p> <p>Someone may suffer <i>accidental bodily injury</i> directly connected to your <i>boat</i>. We'll pay their reasonable medical and ambulance expenses accepted, but not fully covered, by ACC.</p> <p>The injury must happen:</p> <ul style="list-style-type: none"> • when stepping onto your <i>boat</i>, on board, or when stepping from your <i>boat</i> • while your <i>boat</i> is afloat, being put into the water, or being retrieved from the water. <p>The expenses must be incurred within one year of the <i>accident</i>.</p> <p>We'll pay up to \$2,000 under this benefit in any one <i>period of insurance</i>.</p>	13

Section	Previous cover	Pg	New cover	Pg
Your cover			<p>No Fault No Excess – we'll cover your full claim when someone else is at fault</p> <p>If someone else is fully at fault for loss of or damage to your <i>boat</i>, you may not need to pay your <i>excess</i>. The damage must:</p> <ul style="list-style-type: none"> • be greater than your <i>excess</i> • happen while your <i>boat</i> is moored at a marina, or in a collision while underway on the water • not happen while racing or preparing to race. <p>You must provide us with accurate written details of who caused damage to your <i>boat</i>. This must include their full name and contact details, and details of their insurance.</p>	14
Your cover	<p>Floating mooring, dry dock or air berth</p> <p>Where your <i>boat</i> is insured with us under this policy, and where you have specifically included a floating mooring, dry dock or air berth for use with your <i>boat</i>, and there is an amount stated in this policy's Schedule, the following cover applies:</p> <p>We will cover you for <i>accidental</i> loss or damage to your floating mooring, dry dock or air berth up to its current <i>market value</i> at the time of loss or damage.</p> <p>We will not pay for:</p> <ol style="list-style-type: none"> a) damage to your floating mooring, dry dock or air berth where the damage is limited solely to marring or scratching; b) damage to your <i>boat</i> or your floating mooring, dry dock or air berth where the damage is attributable to their incompatibility to be used together; c) an alternative floating mooring, dry dock or air berth, or other storage charges while your floating mooring, dry dock or air berth cannot be used. 	10	<p>Floating dry dock or air berth – extend your cover</p> <p>If you buy the 'Floating dry dock or air berth' benefit, we'll cover you for <i>accidental</i> loss or damage to your floating dry dock or air berth when used with your <i>boat</i>. We'll pay up to the current <i>market value</i> of your floating dry dock or air berth at the time of loss or damage. Your cover is limited to the sum insured shown on your policy <i>schedule</i>. We'll deduct the <i>excess</i> shown on your policy <i>schedule</i> for the 'Floating dry dock or air berth' benefit from any claim.</p> <p>We won't pay for damage:</p> <ul style="list-style-type: none"> • to your floating dry dock or air berth where the damage is limited solely to scratching • where your <i>boat</i> and your floating dry dock or air berth are not compatible and the damage is attributable to this. <p>We won't pay for an alternative floating dry dock or air berth, or other storage charges, while your floating dry dock or air berth cannot be used.</p>	15
Exclusions	<p>When any person is driving a vehicle towing your <i>boat</i> who:</p> <ol style="list-style-type: none"> i. has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test; 	13	<p>Alcohol or drugs</p> <p>We won't cover loss, damage or legal liability if anyone affected by alcohol or drugs is controlling your <i>boat</i>.</p> <p>We won't cover or cover loss, damage or legal liability when any person driving a vehicle towing your <i>boat</i>:</p> <ul style="list-style-type: none"> • has a blood alcohol or breath alcohol concentration over the legal limit • is affected by alcohol or drugs • refuses to take or fails a breath or blood test, a compulsory impairment test or an oral fluid test. 	17

Section	Previous cover	Pg	New cover	Pg
<p>Exclusions</p>	<p>We will not pay for any loss or damage caused by</p> <p>a) any <i>mechanical or electrical breakdown</i>. However, we will pay for any loss or damage such <i>mechanical or electrical breakdown</i> causes to any other part of <i>your boat</i> or if the <i>mechanical or electrical breakdown</i> is caused by:</p> <ol style="list-style-type: none"> i. fire, explosion or lightning ii. collision with another <i>boat</i> or external object other than water iii. a malicious act by <i>others</i> iv. <i>theft</i>; 	14	<p>Breakdown</p> <p>We won't cover any loss or damage caused by any <i>mechanical or electrical breakdown</i> within a system. A system is made from parts and components that combine together to work for a specific purpose. Systems include any engine or transmission system, and any other <i>mechanical, electrical, electronic or alarm system</i>.</p> <p><i>Mechanical or electrical breakdown</i> is any part or component within a system failing, breaking, or failing to operate. The <i>breakdown</i> includes any damage the failure causes to other parts or components within that system.</p> <p>This exclusion does not apply to any loss or damage the <i>breakdown</i> causes to any other system of your <i>boat</i>. Refer to 'Emergency towage costs while afloat' for details on towage.</p> <p>For example,</p> <ul style="list-style-type: none"> • the engine and the transmission gearbox are separate systems. If a component in one system fails, only the resulting damage to the other system is covered. So if your engine seizes and damages your gearbox, we'd pay for damage to your gearbox but not your seized engine. And vice-versa. • You may be using your sailing <i>boat</i> and have an outboard motor to help you manoeuvre. Your outboard motor starter fails as you approach a jetty. You collide with the jetty, damaging the hull of the <i>boat</i> so the glass fibre needs a small repair. In this situation we won't pay to repair the outboard motor, but we will pay to repair the <i>boat's</i> hull. 	17
<p>Exclusions</p>	<p>while <i>your boat</i> is let out on hire, or charter with a paid master and/or crew, or is used for any purpose other than private pleasure purposes.</p>	13	<p>Commercial use</p> <p>We won't cover loss, damage or legal liability if your <i>boat</i> is let out on hire, or chartered with a paid master or crew, or is used for anything other than private use. Any commercial use of your <i>boat</i> while you insure it with us means you are not insured throughout the <i>period of insurance</i>, even for your private use.</p> <p>This exclusion does not apply to volunteer marine rescue, other volunteer or charity work, or entertaining co-workers, when not done for profit.</p>	18

Section	Previous cover	Pg	New cover	Pg
Exclusions			<p>Communicable diseases</p> <p>We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following:</p> <ol style="list-style-type: none"> 1. communicable disease 2. the actual, or perceived, fear or threat of communicable disease 3. actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease. <p>Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion doesn't otherwise apply to.</p> <p>This exclusion:</p> <ul style="list-style-type: none"> • takes priority over any other term in this policy or any endorsement (including any that might contradict it) • applies regardless of any other cause or <i>event</i> contributing at the same time or in any other order to 1–3 above. <p>When we say communicable disease, we mean any of these things:</p> <ul style="list-style-type: none"> • any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any: <ul style="list-style-type: none"> • virus • bacterium • parasite • other organism • any variation of any of the above, whether living or not. • any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956. 	18
Exclusions			<p>Cyber acts and incidents</p> <p>We won't cover any loss, damage, liability, cost, or expense in any way connected to a <i>cyber act</i> or <i>cyber incident</i>. This exclusion does not apply if a loss covered by this policy causes a <i>cyber incident</i>. However, if there's resulting loss to your <i>boat</i> caused by a <i>cyber act</i> or <i>cyber incident</i>, we'll cover it (unless it's excluded under another part of this policy).</p>	19
Exclusions	b) scratching, denting or marring to your jet-boat, amphibious boat or personal watercraft caused by being in shallow waters, or loss or damage to the jet unit or motor caused by dirt or debris entering and/or leaving the jet unit or motor;	13	<p>Damage to jet-boats, amphibious boats and personal watercraft (jet ski)</p> <p>We won't cover:</p> <ul style="list-style-type: none"> • denting or scratching to your jet-boat, amphibious boat or personal watercraft caused by being in waters that are not navigable by propeller-driven craft 	19

Section	Previous cover	Pg	New cover	Pg
Exclusions	f) any loss or damage or loss of use, reduction in function or damage to systems on <i>your boat</i> caused by a loss or corruption of <i>electronic software</i> or <i>data</i> ;	13	<p>Data</p> <p>We won't cover any loss, damage, liability, cost or expense of any kind in any way connected to:</p> <ul style="list-style-type: none"> • <i>data</i> being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted or misappropriated • errors in creating, amending, entering, deleting or using <i>data</i> • total or partial inability or failure to receive, send, access or use <i>data</i> for any time • any loss of use of <i>data</i>, or <i>data</i> being reduced in functionality, repaired, replaced, restored or reproduced • the value of any <i>data</i>. <p>This exclusion applies whether any other causes or <i>events</i> contribute at the same time, or in any order, to any of the above.</p>	19
Policy conditions			<p>If we avoid your policy</p> <p>If we <i>avoid</i> your policy, we treat it as though it never existed. You'll have to pay back any claim payments we've made to you, and we'll refund you any <i>premium</i> you've paid to us. This might mean you find it difficult to get other insurance in the future.</p>	27
Policy conditions	g) arising from <i>your boat</i> being on a mooring or berth <ul style="list-style-type: none"> i. that has not been inspected or serviced within a period; or ii. does not meet the minimum specifications <p>set by any port, harbourmaster, local council or any other legally competent authority;</p>	13	<p>Care of your boat, trailer and mooring</p> <p>You must take all reasonable steps to prevent loss or damage to your <i>boat</i>, <i>trailer</i> and mooring and maintain them in good condition. These steps will be at your cost or expense. Your <i>boat</i> must be seaworthy, and your <i>trailer</i> must be roadworthy and fit for purpose.</p> <p>We won't accept a claim for loss or damage, and any resulting damage, caused by wear and tear. We won't accept a claim for loss or damage, and any resulting damage, if it's reasonable to attribute it to poor maintenance.</p> <p>You must secure your <i>trailer craft</i> and <i>trailer</i> with a <i>recognised security device</i> when unattended, unless kept in a fully enclosed and secured building. If your <i>trailer craft</i> or <i>trailer</i> isn't secured, a further \$2,500 <i>excess</i> applies for claims involving its <i>theft</i>.</p>	28
Policy conditions			<p>Moving your boat</p> <p>We'll only pay costs caused by moving your <i>boat</i> if we've agreed to it beforehand.</p>	29
Policy conditions	<p>Other interests</p> <p>If <i>your boat</i> is mortgaged or secured by any other financial agreement, we may make payment for any loss direct to the interested party. This will meet <i>our</i> obligations under this policy.</p>	16	<p>If your boat is financed</p> <p>If your <i>boat</i> is secured under any kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy. Where required, we'll share personal information about you with any party that holds a financial interest. We don't cover parties with a financial interest under this policy, and those parties can't make claims.</p>	29

Section	Previous cover	Pg	New cover	Pg
Definitions	Racing means when <i>your boat</i> is entered into, and participating in, an organised competition, regatta or other race event. <i>Your boat</i> is not <i>racing</i> when participating in an informal club cruising event which does not require the completion of an entry form and the payment of a fee, and in which spinnakers or extras are not permitted.	4	<p>Competitive yacht racing</p> <p>Entering your <i>boat</i> and participating in an organised competition, regatta, or other race event. Your <i>boat</i> is not <i>competitive yacht racing</i> when participating in <i>social yacht racing</i>.</p> <p>Social yacht racing</p> <p><i>Social yacht racing</i> is any yacht racing which:</p> <ul style="list-style-type: none"> • doesn't include the use of spinnakers or extras • doesn't go for more than 50 nautical miles, measured along the course's most direct route. 	31
Definitions			<p>Computer system</p> <p><i>Computer system</i> means any of the following in any configuration:</p> <ul style="list-style-type: none"> • computers, hardware, and software • communications systems • electronic devices, including smart phones, laptops, tablets, and wearable devices • electronically controlled equipment, including <i>data</i> processing equipment • server, cloud or microcontroller equipment • any similar system, input, output, <i>data</i> storage device, networking equipment or back up facility. 	31
Definitions			<p>Cyber act</p> <p><i>Cyber act</i> means one or more unauthorized, malicious or criminal acts, involving accessing, processing, using or operating any <i>computer system</i>. <i>Cyber act</i> also includes the threat or hoax of these acts.</p> <p>Cyber incident</p> <p><i>Cyber incident</i> means either of the following:</p> <ul style="list-style-type: none"> • Any error, omission or series of related errors or omissions involving accessing, processing, using or operating any <i>computer system</i>. • Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using or operating any <i>computer system</i>. 	31
Policy exclusions	b) secure <i>your personal watercraft</i> to the trailer or conveyance with a recognised security device when <i>your personal watercraft</i> is not in use.	15	Exclusion no longer applies.	