



# BoatCover Insurance Product Disclosure Statement (PDS)

Preparation date: 6 April 2021

ShareCover is issued by Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as ShareCover Enterprises

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## Important Information

### About ShareCover

ShareCover Boat Insurance is issued by Insurance Australia Limited ABN 11 000 016 722, AFS Licence Number 227681 trading as ShareCover Enterprises (ShareCover). In this Policy, ShareCover is called “We”, “Us” or “Our”.

You can contact Us in relation to this insurance by:

E-mail: [contact@sharecover.com](mailto:contact@sharecover.com)

Website: [www.sharecover.com](http://www.sharecover.com)

Post: ShareCover Enterprises, Tower Two – Darling Park, 201 Sussex Street, Sydney NSW 2000.

### About this Product Disclosure Statement

This Product Disclosure Statement (‘PDS’) tells You about this insurance and is designed to help You make an informed choice before buying this insurance. This PDS explains Your cover, what happens in the event of a claim, and what You need to do.

It is important that You read this PDS and the Certificate together to understand the cover provided, and to make sure all the information We have is correct. If You need to change anything, please contact Us.

From time to time We will need to update this PDS. If the update results in a material change from the PDS You hold, We will send You another PDS or a Supplementary PDS. You may request a copy of the PDS or any Supplementary PDS free of charge at any time by contacting Us.

This PDS was prepared on 6 April 2021.

### Summary of what You and an Owner are covered for and the purpose of the cover

We will cover loss or damage to an Owner’s Boat during a period of Temporary Rental to a Renter during the Period of Insurance resulting from an Insured Event up to the Cover Limit.

The insurance is entered with You and provides cover for Owners in the terms set out in the Policy. There is no cost or other amount payable for this Policy by an Owner who may be covered under this Policy. An Owner must pay the applicable Excess(es) for any claim made under the Policy. You may pay the applicable Excess(es) on behalf of the Owner.

Owners are not parties to the contract between Us and You. This means that Owners cannot do certain things (for example, they cannot vary or cancel the Policy – only You can do this).

Owners have a right to recover their loss in accordance with the cover We have agreed to provide to You by way of right under section 48 of the *Insurance Contracts Act 1984 (Cth)*. Section 48 provides that Owners have the same obligations in relation to a claim made by them that You would have to Us (for example complying with the ‘Claims Conditions’ and may discharge an Owner’s obligations in relation to a loss. We have the same defences to an action by an Owner as We would in an action by You.

Where the Policy covers Owners, You:

- a) are not Our agent;
- b) act independently from Us in entering into this insurance contract; and

- c) do not hold an Australian Financial Services Licence and are not authorised by Us to provide any recommendations or opinions about the insurance or other financial services to Owners or any other party. An Owner should consider obtaining their own financial product advice about the cover from a person who is able to give such advice under an Australian Financial Services Licence.

An Owner may contact Us on [contact@sharecover.com](mailto:contact@sharecover.com) to verify that the Owner is covered by this Policy and this Policy remains current. The Owner will not be charged for this information.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to You, but will not be sent to an Owner. You are required to notify Owners when this occurs.

You must provide all Owners:

- a) with a notice if this Policy is, or is likely to be, cancelled or not renewed. If You fail to provide such notice You may be liable to compensate an Owner who suffers loss or damage;
- b) if You have reason to believe that the Owner will be entitled to cover under this Policy, with a copy of this Policy; and
- c) a copy of this Policy free of charge within a reasonable time after an Owner has requested it.

As We are not in direct contact with, nor do We know the identity of, Owners prior to the commencement of a Temporary Rental, We rely on You to ensure that Owners receive the required information.

#### Important note of limitation of cover

It is important You read this PDS and Your Certificate to ensure that You understand what this Policy does and does not cover. We will cover loss or damage to an Owner's Boat during a period of Temporary Rental to a Renter during the Period of Insurance resulting from an Insured Event that is directly or indirectly caused by an act or omission of a Renter or a Renter's visitor occurring in Australia, subject to the Cover Limit.

There are important limitations You need to be aware of including that only Owners of a Boat using the Platform to rent a Boat as described in this Policy are covered under this Policy.

This Policy is only intended to provide cover where the loss, damage or costs claimed are not covered under another policy of insurance except where this would contravene section 45 of the *Insurance Contracts Act 1984 (Cth)*.

This insurance does not cover any property other than the Boat and Contents that the Owner is renting to a Renter through the Platform pursuant to a Temporary Rental Agreement.

This Policy also may not provide cover to fully indemnify an Owner entitled to benefit under the Policy in relation to loss or damage to a Boat. Under this Policy, the maximum amount payable for any claim is the Cover Limit even if the cost to repair or replace the loss or damage to a Boat is more than the Cover Limit. This means that an Owner may be responsible for the costs to repair or reinstate or replace the Boat that exceed the Cover Limit.

We may recover all or part of any claim paid under this Policy from a Renter or any other party responsible for loss or damage to a Boat.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- a) to commit Us to high standards of service;
- b) to promote better, more informed relations between Us and You;
- c) to maintain and promote trust and confidence in the general insurance industry;
- d) to provide fair and effective mechanisms for resolving complaints You make about Us; and
- e) to promote continuous improvement in the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our commitment to You

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or the Code Governance Committee.

### Complaints

For the purposes of this 'Complaints' section only, "You" and "Your" will mean You and an Owner.

What to do if you have a complaint:

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, let us know so we can help.

Email us on [contact@sharecover.com](mailto:contact@sharecover.com) or go to our website for more information: [www.sharecover.com](http://www.sharecover.com). We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517

Free Fax: 1800 649 290

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Mail: Customer Relations Reply Paid 62759 Sydney NSW 2000 Free post (no stamp required)

Customer Relations will contact you if they require additional information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678

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

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

### Privacy

For the purposes of this 'Privacy' section only, "You" and "Your" will mean You and an Owner.

We use information provided by You to allow Us to offer Our products and services. This means that We may need to collect Your personal information, and sometimes sensitive information about You as well. We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes or as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and approved entities who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at <https://sharecover.com/privacy.html>.

By applying for, using or renewing any of Our products or services, or by providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in the Privacy Policy. Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law and how We deal with Your complaints.

### Subrogation

Subject to the *Insurance Contracts Act 1984 (Cth)*, We have the right to recover any amount paid by Us from any person. You or an Owner may be able to hold liable (this is termed a subrogation right) and:

- a) We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name or the name of the Owner;
- b) You and an Owner will provide Us with any relevant documents and information We require to conduct any action in Your name or the name of the Owner; and
- c) You and the Owner and any other person entitled to recovery under this Policy must provide Us with any relevant information and cooperation We may require in a timely manner when requested by Us.

We will only request documents and information relevant to handling Your claim and will explain why the documents and information are required.

### Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that Insurance Australia Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

### Cooling off period

You have 21 days (the 'cooling off' period) after You purchase Your Policy to change Your mind and tell Us that You want to cancel the Policy. We will refund Your Premium so long as:

- no claims have been made under the Policy; and
- You tell Us You want to cancel Your Policy before the first day of any Temporary Rental.

### Cancellation

You may cancel Your Policy at any time by giving Us notice in writing. We may only cancel Your Policy in the circumstances permitted by the *Insurance Contracts Act 1984 (Cth)* including if You do not comply with the Policy terms and conditions. If We cancel Your Policy, We will inform You in writing and We will refund any Premium You have paid for the period after cancellation.

### Claims payment and Excess payment examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

#### *Claims example 1 – Replacing the motor*

During a period of Temporary Rental, the Renter hits a log that is under water and causes damage to the Boat's motor. We decide to pay the Owner the reasonable cost to replace the motor. The cost for a new motor is \$4,500.

Agreed policy value \$10,000, with an excess of \$500. To settle the claim, we pay the Owner \$4,000 (that is, \$4,500 - \$500) and the Platform pays the Owner \$500 using the deposit collected from the Renter by the Platform.

#### *Claims example 2 – Repairing the boat*

During a period of Temporary Rental, the Renter loses control of the Boat while trying to anchor next to a jetty and crashes into some rocks. The Renter is at fault for the crash. We decide to repair the Boat. The cost to repair the Boat is \$2,850.

The agreed policy value is \$250,000, with an excess of \$500. To settle the claim, the Owner pays the \$500 using the deposit collected from the Renter by the Platform, to the marine repairer and we pay the marine repairer \$2,350 (that is, \$2,850 - \$500) to repair the Boat.

#### *Claims example 3 – Repairing the boat*

During a period of Temporary Rental, the Renter loses control of the Boat while heading towards a boat ramp and crash into someone else's boat. The Renter is at fault for the crash. We decide to repair your boat. The cost to repair your boat is \$8,750. The cost to repair the damage to the other boat is \$15,000.

The agreed policy value is \$250,000, with an excess of \$500. To settle the claim, the Owner pays the \$500 using the deposit collected from the Renter by the Platform. We pay the marine repairer \$8,250 (that is, \$8,750 - \$500). We pay the owner of the other boat \$15,000 from the policy Liability cover.

#### *Claims example 4 – Liability claim for personal injury*

During a period of Temporary Rental, the Renter seriously injures themselves while on the Boat. We or a court decide that the Owner is liable for \$300,000 for the claim made against the Owner by the

Renter. We settle the Renter's claim for \$300,000 and pay this amount. We also pay Our lawyers \$7,500 to defend the claim on the Owner's behalf. The Owner does not need to pay Us the Excess as it does not apply to claims under the Liability Cover.

*Claims example 5 – Total loss of the boat*

During a period of Temporary Rental, the Renter accidentally causes the Boat to catch fire while on the water. The Boat needs to be salvaged. The cost to move the Boat is \$1,200. We decide that the Boat is a total loss and the market value is determined to be \$50,000.

The agreed policy value is \$250,000, with an excess of \$500. To settle the claim, We pay \$1,200 to the salvage company and we pay the Owner \$49,500 (that is, \$50,000 - \$500), and the Owner collects the \$500 deposit paid by the Renter, from the Platform. We keep Your boat.

## Loss and Damage Cover

We will cover an Owner for loss or damage to an Owner's Boat whilst rented to a Renter through the Platform during a period of Temporary Rental during the Period of Insurance directly caused by any of the following Insured Events occurring in Australia that are directly or indirectly caused by an act or omission of a Renter or a Renter's visitor, subject to a maximum of the Cover Limit, but only if the loss or damage is not covered under any other policy of insurance (to the extent that this would not contravene section 45 of the *Insurance Contracts Act 1984 (Cth)*):

### 1) Accidental and malicious damage

Accidental or malicious damage but not:

- a) loss or damage specifically excluded under the other Insured Events;
- b) loss or damage caused by a deliberate, intention or malicious act by the Owner or the Owner's Family.

### 2) Collision or crash

collision or crash.

### 3) Theft or attempted theft

theft or attempted theft but not:

- a) theft or attempted theft by the Owner or someone who lives with the Owner or the Owner's Family; or
- b) the unexplained disappearance of any Equipment or Accessories.

### 4) Fire or explosion

fire or explosion but not loss or damage:

- a) if the fire was started with the intention to cause damage by You, the Owner or the Owner's Family;
- b) from smoke, scorching or melting if the location where the Boat is at the time of loss or damage did not catch on fire:
  - i) caused to a heat or fire-resistant item, unless damaged by a fire that had a different ignition point;
  - ii) to the item that exploded;
  - iii) caused by any flammable substance if it is in breach of statutory regulations and that breach caused or contributed to the loss or damage; or
  - iv) from intervention in relation to a fire or explosion.

## Conditions

If an Owner or Renter with permission of the Owner detaches parts of a Boat from the Hull, We will only insure those parts while they are in one of the following areas that can be securely locked and is securely locked at the time of the loss or damage:

- a) a home building;
- b) a garage or shed; or
- c) a cabin or compartment on a Boat.

## Additional Benefits Cover

We will pay the following additional benefits provided that the maximum amount We will pay for claims arising out of one event or series of events attributable to the same source or cause under the Loss and Damage Cover and Additional Benefits Cover is the Cover Limit.

### Emergency expenses

If We have paid or agreed to pay a claim for loss or damage to an Owner's Boat, We will also cover the following reasonable and necessary emergency expenses:

- a) tow the Boat while in the water from the area in which it was damaged to the nearest safe and secure place because it can't safely be operated to get back to land;
- b) sink the Boat if a lawful authority tells the Owner or Renter to do so;
- c) minimise or avoid further loss or damage to the Boat;
- d) arrange for emergency repairs to make a Boat secure or transport a Renter from the Boat while in the water from the area in which it was damaged to the nearest safe and secure place on land; and
- e) flush, dry and oil a submerged motor.

We will pay up to **\$5,000** under this additional benefit.

### Rescue services

If a Renter and/or a Renter's guests that are using the Boat during a period of Temporary Rental are lost or reported missing and a maritime rescue service needs to search for or rescue them and the Boat, We will pay the reasonable and necessary costs charged by a maritime rescue service to search for and rescue the Renter and/or the Renter's guests and the Boat.

We will pay up to **\$5,000** under this additional benefit.

We will not provide cover under this additional benefit if any Renter and/or Renter's guest or the Boat are reported missing outside smooth or partially-smooth waters or more than 15 nautical miles from the Australian mainland or Tasmania, if the boat is appropriately registered.

### Salvage costs

If We have paid or agreed to pay a claim for loss or damage to an Owner's Boat, and it sinks or is stranded on the water (for example, a Boat sinks after it catches fire), We will also pay the reasonable and necessary salvage costs to move the Boat.

We will only pay these costs if We agree to pay the costs before they are incurred.

### Storage costs

If We have paid or agreed to pay a claim for loss or damage to an Owner's Boat, and it needs to be taken to a storage facility or holding yard until we assess it, We will also pay the reasonable and necessary costs to store the Boat from the time the claim is lodged until the Boat has been assessed.

We will only pay these costs if We agree to pay the costs before they are incurred. You or the Owner must move the Boat if We ask You or the Owner to during the period of storage.

### Towing on land

If We have paid or agreed to pay a claim for loss or damage to an Owner's Boat, and it needs to be towed on land because it can't be safely towed on the Owner's trailer, We will also pay the

reasonable and necessary costs to tow the Boat from the area in which it was damaged to the closest of a repairer We recommend or the nearest safe and secure place.

We will only pay the costs of one tow. If the Boat needs to be towed more than once in any one claim, We will pay for the lowest cost tow.

We will pay up to **\$750** under this additional benefit.

## How we settle a claim

Subject to section 45 of the *Insurance Contracts Act 1984* (Cth), under this Policy We will only pay for loss, damage or costs that are not covered by any other policy of insurance.

If We accept a claim for loss or damage to a Boat under the 'Loss and Damage Cover' of this Policy, We may at Our option:

- a) repair the Boat.  
If We choose to repair the Boat and We choose the repairer, We will guarantee the quality of the workmanship and materials used in the repair.  
The Owner may choose a marine repairer or mechanic to repair the Boat provided they have all necessary licenses to do the repairs, but if the Owner does, We may require the Owner to provide two quotes for the repair of the Boat, including one from Our repairer of choice.  
The Owner must obtain our agreement before your chosen repairer commences any repairs.
- b) pay the reasonable cost to repair the Boat.  
We will determine the reasonable cost to repair the Boat based on quotes from a marine repairer or mechanic or other repairer or mechanic and from reports from Our assessors.
- c) pay the Market Value if We determine the Boat is a total loss.  
We will determine the Boat to be a total loss if the cost of repairs plus the salvage value is equal to or exceeds the Market Value or if the Boat is not found within two weeks of it being reported as stolen or missing to the police.  
We are entitled to the wreck of the Boat if we determine the Boat is a total loss.

Our choice will have regard to the circumstances of the claim and consider any preference the Owner may have.

Whichever settlement option We choose:

- a) We may need to inspect the Boat and if We do, the Owner must assist Us to have the Boat inspected at any reasonable time and place;
- b) if We agree to repair the Boat or pay the reasonable cost to repair the Boat, if the Boat had any unrepaired damage before the incident the subject of the claim, the Owner will be required to contribute to the cost of repairs if the unrepaired damage results in repair or replacement of more areas of the Boat than:
  - i) were affected by the incident the subject of the claim; or
  - ii) required repair or replacement from the incident the subject of the claimHowever, We will not proceed with these repairs until We have discussed this with the Owner and sought the Owner's agreement; and

if We agree to repair the Boat or pay the reasonable cost to repair the Boat, We will not repair any undamaged areas of the Boat to create a uniform appearance or to match other areas.

We will make a fair and reasonable attempt to match new parts used to repair or replace the damaged parts of the Boat with the original, undamaged parts. If the Owner is not satisfied with the closest match:

- 1) You or the Owner are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance; or
- 2) We will pay the Owner the reasonable cost to repair the damaged area, provided that cost is available to or actionable by You or the Owner.

We will deduct the amount of the Excess(es) from any cash settlement We make under this Policy. If We repair the Boat, You or the Owner will be required to pay the Excess(es) to Us or any other party We specify.

We will pay up to the Cover Limit for any claim under the 'Loss and Damage Cover' of this Policy.

The maximum amount We will pay for claims arising out of one event or series of events attributable to the same source or cause under the Loss and Damage Cover and Additional Benefits Cover is the Cover Limit.

## Liability Cover

We will indemnify an Owner for all amounts the Owner is legally liable to pay as compensation (including the legal costs and expenses of any claimant) in respect of death, personal injury or property damage happening whilst the Boat is rented to a Renter through the Platform during a period of Temporary Rental during the Period of Insurance up to a maximum of **\$10,000,000** in respect of any one claim.

We will also pay the reasonable legal costs and expenses:

- a) incurred by an Owner with Our prior written agreement to defend a claim for which the Owner is entitled to indemnity under this Policy; and
- b) incurred by Us to defend a claim for which the Owner is entitled to indemnity under this Policy.

If We indemnify an Owner in relation to a claim under this Liability Cover, We will also pay up to a maximum of **\$250,000** in respect of any one claim for amounts the Owner is legally liable to pay to remove, contain or clean up any debris or liquids released from the Boat as a result of the incident the subject of the claim. We will not cover any:

- a) fine or penalty relating to release of debris or liquid;
- b) liability arising out of the transportation of the Boat by a land-based motorized vehicle;
- c) liability arising out of the discharge, emission, spillage or leakage of any radioactive material or substance of any kind; or
- d) costs, expenses or liability to the extent that it is caused or contributed to by the Owner failing or refusing to report the incident the subject of claim as required by law when the Owner knows or should know of the incident;
- e) costs, expenses or liability to the extent that it is caused or contributed to by the Owner failing or refusing to provide all reasonable cooperation and assistance requested by a responsible official in connection with the removal, containment or clean-up activities.

Under this Liability Cover, We will not cover:

- a) any claim for loss of, damage to or liability relating to property the Owner owns or has in their control or possession;
- b) any claim caused by or arising from the use of a Boat's Trailer while it is attached to a motor vehicle;
- c) any liability caused by or arising from death or personal injury to the Owner or the Owner's Family; or
- d) any liability for death, personal injury or property damage in any way connected with a water-skier or person riding a flotation device being towed by a Boat.

## General exclusions for all cover

The exclusions set out in this section apply to all sections of this Policy.

### The incident

We do not cover incidents that take place:

- a) outside smooth or partially-smooth waters or more than 15 nautical miles from the Australian mainland or Tasmania, when the boat is appropriately registered; or
- b) outside the Period of Insurance or period of Temporary Rental.

### Intentional acts

We do not cover loss, damage, death, injury or any liability caused by or arising from an intentional act by:

- a) You or the Owner; or
- b) any person acting with Your or the Owner's express or implied consent.

### Maintaining a Boat

We do not cover loss, damage, death, injury or any liability if any of the following circumstances or conditions applied when the incident happened:

- a) a Boat was in an unsafe condition, and this condition caused or contributed to the loss, damage, death, injury or liability;
- b) a Boat was not in good order and repair because it:
  - i) was not structurally sound;
  - ii) had any unrepaired damage; or
  - iii) had any rot, dry rot, cracking, blistering, delamination, rust or corrosion and such condition caused or contributed to the loss, damage, death, injury or liability.
- c) any mooring a Boat was attached to was not:
  - i) well maintained, and this lack of maintenance caused or contributed to the loss, damage, death, injury or liability;
  - ii) serviced by a professional mooring contractor at least annually; or
  - iii) designed for or suited to the Owner's type of Boat, and this caused or contributed to the loss, damage, death, injury or liability.

### Boats

We do not cover any Boats:

- a) operating outside of Australian territorial waters;
- b) that do not comply with Marine Safety Exemption 2 or have a full Australian Maritime Safety Authority Survey, National Standard for Commercial Vessels Part G or any other relevant rules and regulations;
- c) that do not have a unique vessel identifier or certificate of operation;
- d) that are operating whilst carrying passengers in excess of the limit of passengers permitted under the operator's licence or vessel specifications;
- e) more than 12 metres in length;
- f) operating:
  - i) outside of sheltered waters as classified as Areas D and E as defined by the Australian Maritime Safety Authority if the Boat complies with Marine Safety Exemption 2; or

- ii) more than 15 nautical miles off the Australian coast if the Boat has a marine safety certificate of survey from the Australian Maritime Safety Authority;
- g) while operating outside of locally published daylight hours between sunset and sunrise;
- h) with a hull made of any material or substance other than composite, fibreglass, steel, aluminium, polyethylene or timber;
- i) under construction;
- j) with more than two outbound motors or inboard motors that are capable of speeds over 60 knots;
- k) used for commercial charters;
- l) owned by a commercial rental company, a person or other entity that owns more than three boats or other vessels that are hired, rented or leased for use;
- m) used as commuter boats;
- n) rented with captains or as piloted boats;
- o) more than 50 years since manufacture or construction;
- p) made of wood if more than 25 years since manufacture or construction;
- q) valued at more than \$250,000;
- r) that use LPG gas fuel.

#### Previous damage and faulty design or repairs

We do not cover:

- a) the cost to fix previous or pre-existing damage - for example, an old dent that has not been repaired;
- b) loss or damage caused by or arising from previous or pre-existing damage;
- c) the cost to fix faulty:
  - i) design; or
  - ii) workmanship or repairs by the Owner or someone else; or
- d) loss or damage caused by or arising from faulty:
  - i) design; or
  - ii) workmanship or repairs by the Owner or someone else.

#### Securing a Boat

We do not cover loss or damage caused by or arising from an Owner:

- a) not taking reasonable care to secure a Boat; or
- b) leaving a Boat in an unsafe place.

#### General

We do not cover:

- a) mechanical, structural, electronic or electrical failures. Failure can be defined as a breakdown that is not the direct cause of the Renter during the Temporary Rental Agreement. It occurs due to age, condition or failure and the Renter is not at fault.
- b) deterioration or wear and tear caused:
  - i) over time;
  - ii) by using a Boat; or
  - iii) by exposing a Boat to the elements;
  - iv) including sails.
- c) depreciation or loss of a Boat's value — for example, if a Boat is worth less after an incident.

- d) any loss which results because an Owner can't use a Boat or any consequential financial loss — for example, loss of profits;
- e) any personal labour, personal expenses, time, loss of income or wages, travel expenses, lodging, meals, loss of rental fees or loss of use on the part of the Owner, You, the Renter or permissive operators, or a paid captain;
- f) compensation for distress, inconvenience or other non-financial loss (except if we cover it under 'Liability Cover');
- g) any loss or damage caused by an impact by debris from space, aircraft, rockets or satellites;
- h) any loss or damage caused by a named storm, that has been publicly announced prior to the Temporary Rental commencing;
- i) any liability for wages or provisions furnished to captain or crew;
- j) any loss or damage or other amount that is recoverable by You or an Owner under any other policy of insurance except where this exclusion would contravene section 45 of the Insurance Contracts Act 1984 (Cth);
- k) any loss, damage or expense during the Temporary Rental period caused intentionally by, with the knowledge of, or resulting from criminal wrongdoing by the Boat Owner, the Renter or permissive operators, or a paid captain during the Temporary Rental period;
- l) any loss or damage to a mooring You or the Owner owns;
- m) any loss or damage to any motor if it's in, on or attached to a hull that is not part of the Boat;
- n) any loss or damage caused by anyone cleaning, repairing, servicing or doing maintenance work on a Boat, or on a non-commercial slipway;
- o) cash or other items that can be cashed — for example, gift cards or tickets;
- p) jewellery and watches;
- q) mobile phones and cameras;
- r) portable electronic or electrical items and their accessories — for example, laptops, tablets, MP3 players, CD players, game consoles and electronic organisers;
- s) food, drinks, medicines and bait;
- t) sailboards, surfboards, fishing equipment, diving equipment and any other sporting equipment;
- u) fuel;
- v) vermin, rodents, insects, birds or marine growth — for example, barnacles;
- w) mould or osmosis;
- x) electrolysis, rust or any type of corrosion;
- y) a Boat being legally seized, impounded, sold or destroyed;
- z) any hostilities, rebellion, riot, civil commotion, war or Act of Terrorism;
- aa) any nuclear, radioactive, biological or chemical material;
- bb) pollutants or contaminants that discharge or escape from a Boat (except if we cover it under 'Liability Cover'); or
- cc) a breach of contract.

## Conditions

What You or an Owner (as applicable) must do if a claim is made or an incident occurs that might result in a claim

You and/or an Owner (as applicable) must:

- a) take all reasonable steps to prevent further loss or damage;
- b) tell the Police as soon as reasonably possible if a criminal or deliberate act did or might have caused the loss, damage or liability and tell Us of any incident report number they give You;
- c) contact Us as soon as reasonably possible on [contact@sharecover.com](mailto:contact@sharecover.com) following an incident, loss or damage;
- d) contact Us as soon as reasonably possible on [contact@sharecover.com](mailto:contact@sharecover.com) if a claim is made or You or an Insured Person is aware of any circumstances that may result in a claim being made;
- e) provide Us with any further relevant information We require and allow Us or Our representatives to inspect the Boat at any reasonable time and place, and quote for any repair or replacement. Any additional loss or damage caused by a delay in notifying Us may not be covered under the Policy;
- f) take reasonable steps to provide relevant evidence of ownership of a Boat and any parts of a Boat that We require and to help us identify a Boat including (but not limited to):
  - i) tax invoices;
  - ii) valuations;
  - iii) credit card and bank statements;
  - iv) model and serial numbers;
  - v) photographs;
  - vi) repairer reports and out of water surveys;
  - vii) registration documents; and
  - viii) finance agreements;

Failure to take reasonable steps to keep a record or evidence of ownership, value and identification of a Boat may result in a reduction or denial of Your claim.

- g) provide Us with any relevant information and documentation We require in relation to a claim or circumstances that may result in a claim being made (including but not limited to):
  - i) details of the incident;
  - ii) contact details of any people involved in the incident, including their name and current residential address;
  - iii) any letters, notices or court documents about the incident within 72 hours of receiving them;
  - iv) proof of any period of Temporary Rental and the rental of a Boat; and

We will only request information and documentation where relevant to handling the claim and will explain why the information and documentation is required.

- h) advise Us of any other policy of insurance that will or may cover the loss or damage;
- i) advise Us as soon as reasonably possible if any correspondence in relation to an incident, loss or damage is received; and
- j) take all reasonable and necessary steps to seek to recover costs of any loss or damage from any other insurance policy before submitting a claim under this Policy to the extent permitted by law.

You and an Owner (as applicable) must not repair or dispose of or replace any lost or damaged Boat until We have had the opportunity to inspect it, provided it is reasonable and safe to do so.

We may compare information You give us with a range of other sources — for example, auction or sale websites.

### Your/an Owner's responsibilities when you/an Owner make a claim

When You or an Owner make a claim You or the Owner (as applicable) must meet a number of responsibilities

You or an Owner (as applicable) must:

- be truthful and frank in any statement made in connection with a claim;
- take safe and reasonable steps to prevent any further liability being incurred;
- give Us any relevant information or assistance We require to investigate and process a claim:
  - this may include You, an Owner or any other occupant of the Boat providing statements or information to investigators or assessors, even after a claim has been settled.

We will only request information and assistance where relevant to handling the claim and will explain why the information and assistance is required;

- not admit liability for any incident or occurrence; and
- not negotiate, pay or settle a claim by or against anyone for any incident or occurrence.

### If You or an Owner do not meet their responsibilities

If You or an Owner do not meet their responsibilities, We may refuse or reduce a claim to the extent We are prejudiced by Your noncompliance, cancel the Policy, or do both. If We cancel the Policy We will advise You in writing.

The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to issue Your Policy.

### What We may do

If an incident occurs that causes death, personal injury or property damage or a claim is made against You or an Owner, We may:

- take over and conduct in Your/the Owner's name the defence or settlement of any claim against You/the Owner and We will have sole discretion in how the defence is conducted or a claim is settled;
- represent You or the Owner at an inquest or official enquiry;
- proceed in Your name or the Owner's against any party responsible for loss, damage or personal injury and You and the Owner must not do anything which limits Our right to do so.

### Premium

You must pay the Premium due for this Policy as required.

The Premium for this Policy will be payable at the rates set out in the 'Premium Rate' clause in the Certificate and on a monthly adjustable basis calculated as set out in the 'Premium Adjustment' clause in the Certificate.

## Definitions

The following words have the following special meaning in this Policy when the words are capitalised, except in headings. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

### “Accidental Damage”

means loss or damage caused by an unintentional act or an unforeseen and uncontrollable incident.

### “Act of Terrorism”

means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### “Boat”

means the boat or vessel including a dinghy, runabout, cuddy cabin, cruiser, ski boat, sailboat (single hull and catamaran) and pontoon boat owned by the Owner that is rented by the Owner to the Renter under a Temporary Rental Agreement provided the boat or vessel is less than 12 metres in length and is specifically listed as included in the Temporary Rental Agreement and includes a Hull, Motor, Equipment and Accessories, Boat Tender, Trailer any auxiliary and trolling motors, masts, spars, rigging and sails to the extent that such items are included in the Temporary Rental Agreement. For the purposes of the applicable Cover Limit, a Boat will be categorised on the Platform according to type as set out in the Certificate.

“Boat” does not include non-powered watersports equipment such as a canoe, kayak, rowing scull, sailboard, surf ski or dragon boat or other boats such as a hydroplane, kit boat, houseboat, porta bote, jet ski, sailing trimaran, sailing skiff, hovercraft or racing yacht.

### “Boat Tender”

means a small boat (less than 3.5 metres in length and a lesser length than the Boat) only used to get to or from an Owner’s Boat that is usually towed behind or carried on a boat.

The most we pay for loss or damage to a Boat Tender including its motor is **\$5,000**.

### “Certificate”

means the most current Certificate of Insurance that describes the details of Your cover, and along with the PDS, forms part of Your Policy.

### “Cover Limit”

means the amount specified on Your Certificate as the ‘Cover Limit’ for the type of Boat the subject of the claim (and as set out on the Platform) and is the maximum amount We will pay for loss of or damage to all of an Owner’s Boat that is subject of a Temporary Rental Agreement, caused by or arising from the same event, or series of events attributable to the same source or cause covered by this Policy, which will be considered a single claim for the purpose of application of the Cover Limit and Excess(es).

### “Equipment and Accessories”

means the following equipment and accessories:

- a) equipment an Owner is legally required to carry on a Boat — for example, fire extinguishers, life jackets and mandatory safety equipment;

- b) tools that an Owner permanently keep on a boat for emergency, breakdown and maintenance reasons including spare parts for a boat;
- c) protective covers and canopies (including Biminis) that are specifically designed for the relevant type of boat;
- d) appliances used for cooking, drinking and eating — for example, microwave, portable BBQ and gas bottles, unfixed furniture, TV, portable fridge and vacuum cleaner); and
- e) portable global positioning system (GPS).

**“Excess”**

means the amount(s) specified on Your Certificate that You or an Owner (as applicable) will be required to contribute towards each claim made under this Policy.

**“Flood”**

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal; or
- g) a dam.

**“Hull”**

means the frame or body, deck, cabin and fixtures and fittings that are permanently attached to a Boat and made of composite, fibreglass, polyethylene, steel or timber. For example, winches, a fixed fridge, fixed fishing rod holders, railings and any GPS or fish finder that is permanently wired in.

**“Insured Event”**

means the events listed in the ‘Loss and Damage Cover’ section of this Policy.

**“Market Value”**

means Our assessment of what it would cost to replace the Boat in the Owner’s local area at the time of the incident the subject of the claim using local market prices and considering the age and condition of the Boat.

**“Owner”**

means the person or entity providing a Boat in exchange for the payment of the Rental Amount by the Renter pursuant to a Temporary Rental Agreement.

**“Owner’s Family”**

means an Owner’s spouse and any member of the Owner’s or Owner’s spouse’s family who normally lives with the Owner at their home.

**“Motor”**

means a device that propels or powers a Boat through the water including fixtures such as controls, propellers and fuel tanks.

**“Period of Insurance”**

means the period of cover under this Policy as specified on the Certificate as the ‘Period of Insurance’.

**“Platform”**

means the digital website named as the ‘Platform’ on the Certificate that facilitates an arrangement for the rental of a Boat between an Owner and a Renter.

**“Policy”**

means this PDS, Our record of Your application for this insurance and Your Certificate.

**“Premium”**

means the amount You have agreed to pay Us for this insurance including all applicable government charges, levies, taxes and duties.

**“Rental Amount”**

means the weekly, fortnightly, monthly or other periodic fee payable for the rental of a Boat by the Renter pursuant to a Temporary Rental Agreement.

**“Renter”**

means the person or entity to whom an Owner has agreed to provide a Boat in exchange for the payment of the Rental Amount by the Renter pursuant to a Temporary Rental Agreement.

**“Storm”**

means violent wind, cyclone, tornado, thunderstorm, hail, rain, snow or dust but not persistent rain only.

**“Storm Surge”**

means an abnormal increase in sea level caused by a cyclone or severe Storm.

**“Temporary Rental”**

means the period of time of one day or less during which a Boat is rented by an Owner to a Renter under a Temporary Rental Agreement that is specified in the Temporary Rental Agreement.

**“Temporary Rental Agreement”**

means the legally binding arrangement between an Owner and a Renter for the rental of a Boat for a period of one day or less that has been facilitated via the Platform, as notified to Us by You in accordance with the Information Declaration – Temporary Rental Agreement clause in the Certificate.

**“Trailer”**

means a device that is specifically designed to carry a boat and be towed behind a motor vehicle that is less than 9 metres in length and is registered.

**“We”, “Us” and “Our”**

means Insurance Australia Limited ABN 11 000 016 722 AFSL No. 227681 trading as ShareCover Enterprises.

**“You or Your”**

means the person or entity named as the ‘Insured’ on the Certificate.