

- for all costs which you incur with our prior written consent to defend any claim including costs awarded against you by a Court.

We reserve the right to appoint legal counsel on your behalf. Unless otherwise stated in the Schedule, we cover you up to \$5,000,000 for all liability arising out of any one accident including the cost of having to remove your boat from anywhere within Australia or New Zealand subject to policy terms and conditions.

ABOUT THE PLEASURECRAFT INSURANCE POLICY - CONTINUED

PART 3 – Personal Accident;

You are insured for bodily injury caused by sudden and unforeseen accident occurring while you are onboard your boat including embarking and disembarking which results in any of the following:

- death;
- permanent total disablement;
- permanent loss of sight or eye;
- permanent loss of the use of a limb(s);
- permanent loss of a thumb and index finger limited to 20% of the sum insured under this section.

If more than one person is a named insured, the amount paid to each insured will be the amount payable under this section divided by the number of insureds – limit in total for any one claim \$10,000.

(see the section for complete wording, details and limitations)

PART 4 – Legal Defence Costs;

Where you or your boat are the subject of an inquiry, or you are summonsed to appear in any capacity, or are in any way interested in Coroner's proceedings, we will pay reasonable costs with our prior written consent for legal representation up to a maximum of \$10,000. We retain the right to choose and appoint legal counsel on your behalf.

Conditions you need to meet

You should also ensure that you comply with the "General conditions" and "Claim conditions" of the policy which set out certain obligations that you have. If you do not meet them we may be able to refuse to pay a claim. Some are summarized below:

- If you pay by instalments and an instalment has remained unpaid for more than 14 days we may refuse to pay a claim and if it remain unpaid for more than a month we can cancel your policy.

- You must notify us of any modification to your boat, or any transfer of interest in it.

In relation to claims:

- you need to have documentation establishing ownership of the insured property and service records.
- take reasonable precautions to prevent further loss or damage to insured property and contact the police immediately if theft or malicious damage occurs.
- do not admit liability, authorize repairs or defend any claim without our consent.

Refer to the policy for all of the requirements.



ABOUT OUR PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains information that is designed to help you understand our policy so you can decide whether to buy it. The choice is yours. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your personal objectives, financial situation or needs, you should carefully read this document before deciding. Please note this document is a summary only and is not part of the policy. You should read this document and the relevant policy before deciding whether this insurance will meet your needs.

**HERBERT INSURANCE GROUP LTD
AND LLOYD'S OF LONDON
Herbert Insurance Group Limited**

AFS Licence No. 310443 (ABN 811 231 407 14)
Southport Central, Tower 2,
Level 6, Suite 2601, Southport Qld 4215
is an authorised Coverholder for Lloyd's of London.



PLEASURECRAFT PRODUCT DISCLOSURE STATEMENT

HERBERT INSURANCE GROUP LTD

www.herbertinsurancegroup.com.au

The insurer of Herbert Insurance Group Ltd Pleasurecraft Policy is Lloyd's of London. Herbert Insurance Group Limited is the Coverholder.



ABOUT OUR POLICY

Applying for cover

You need to read the policy to properly understand all of the policy's standard terms and conditions. When you apply for the policy by completing our proposal we agree with you on such things as:

1. the period of insurance;
2. your premium;
3. what property you want to cover;
4. the limits you want for certain cover (if optional);
5. excesses that will apply to you or others; and
6. whether any standard terms need to be varied.

We record these things in the schedule we issue to you. In addition, when you apply you need to make sure that you comply with your duty of disclosure and tell us every matter you know or which a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you. If you do not we may cancel the policy and reduce your claim in whole or part. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

The premium we charge you is based on a number of factors including your risk profile (eg. Where your boat is located, the type of boat being insured and its value, and your insurance history etc.) It includes compulsory government charges (eg. Stamp Duty and GST) and Fire Services Levy (where applicable) as well as other additional charges we tell you of. We will tell you, when you apply what premium is payable, when it needs to be paid and how it can be paid. Additional charges may apply if you pay your premium by instalment payments – see General Conditions of the policy for details. We will send the policy to you if we issue you with cover. You can tell us and request a copy earlier if you want or go to our website www.herbertinsurancegroup.com.au

You have a cooling off period which means you can return your policy within 21 days of cover of commencing and we will refund the premium paid unless something has occurred for which a claim may be payable under the policy. After the cooling off period ends you can cancel the policy by notifying us in writing, however we can choose to deduct a prorated proportion of the premium for time on risk, reasonable

administrative costs related to the purchase and termination of the policy and any Government taxes or duties we cannot recover.

OTHER IMPORTANT MATTERS

Customer Relations: We have a background of over 25 years as a specialist in pleasurecraft insurance.

Dispute Resolution: Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. If we cannot resolve your complaint within 5 working days we will contact you and provide you with an estimate of when a decision will be made.

You may lodge your complaint with Herbert Insurance Group Ltd at your nearest office via telephone, fax or refer website www.herbertinsurancegroup.com.au for further details and links. If you are not happy with the Herbert Insurance Group Ltd decision then you can refer your complaint to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution.

Privacy: We value your privacy – please see our policy for details.

Code of Practice: We are signatories to the General Insurance Code of Practice developed by the Insurance Council of Australia to further raise the standards of practice and service across the insurance industry.

Information in this Product Disclosure Statement may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us or accessing our website www.herbertinsurancegroup.com.au

If the update is to correct a misleading or deceptive statement or omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new Product Disclosure Statement.

ABOUT THE PLEASURECRAFT INSURANCE POLICY

By way of Summary only, the Pleasurecraft Insurance Policy is divided into a number of separate covers:

PART 1 - Loss of, or Damage to, Your Boat;

This section covers accidental loss or damage that can occur to your insured boat and certain other property when on or used on it. We will, at our option:

- repair or replace the relevant property; or
- pay you the reasonable costs of repairing or replacing it; or
- pay you up to the market value or specified sum insured, whichever is the lesser.

Limits can apply to certain property. For example:

- Fishing equipment and stores on the boat – limit of up to \$1000 in total (provided not otherwise insured).
- Personal effects – limit of up to \$1000 in total (unless otherwise insured).

The following additional benefits apply:

- Emergency land transit towing costs to nearest place of repair following electrical or mechanical breakdown whilst your boat is under way (not moored or berth or boatramp) – limit \$750 in total for any one breakdown and \$1500 in total per year.
- Reasonable salvage charges – limit \$10,000 or 25% of total sum insured whichever is the greater.

(see the section for complete wording, details and limitations)

PART 2 – Liability to Third Parties;

This section covers your and certain other persons' legal liability to pay compensation for loss or damage up to the sum insured noted on the schedule (including legal costs and expenses) to other people in certain circumstances:

- for sudden and unforeseen accidental or physical loss of or damage to anyone else's property or crew as a result of an accident which is insured under Part 1;
- for personal injury to any person other than paying passengers or crew as result of an accident which is insured under Part 1;