

Pleasurecraft Policy

Please read this policy in conjunction with the
Certificate of Insurance



Our history

Ansvar Insurance has been a trusted name in insurance for 25 years in New Zealand. As a member of the UK based Ecclesiastical Insurance Group, we enjoy substantial financial backing and are proud to meet the regulatory requirements of an insurer serving New Zealanders.

Why insure through Ansvar Insurance?

With 25 years of experience in New Zealand we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our New Zealand customers.

An extensive range of insurance products

Ansvar Insurance has products to suit individuals, families and businesses alike. From your home, precious contents, cars and boats to tailored insurance to meet the needs of businesses, faith organisations, educational facilities, not for profit and the aged care sector, we have insurance to meet your needs. For more information on how we can help you, please phone **0800 123 344** or visit our website **ansvar.co.nz**

About this document

The financial product offered in this *policy* document is provided by Ansvar Insurance Limited.

Please ensure you read and fully understand this *policy* document as it sets out the terms and conditions of the agreement between *you* and *us*.

If there is anything in this *policy* document *you* do not understand *you* should contact *your* insurance adviser or Ansvar Insurance representative.

The insurer

Ansvar Insurance Limited is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 6, Sofrana House, 396 Queen St, Auckland 1010.

You can contact us by:

- calling in person or writing to Ansvar Insurance
- telephoning 0800 123 344
- emailing insure@ansvar.co.nz

Important notice to Policyholders

Please remember that it is important to keep the following documents in a safe place:

- *your* Insurance policy booklet
- *your* current *policy schedule* or *renewal*
- documents that support the value of the property *you* have insured with *us*, e.g. Valuation Certificates
- documents that prove ownership of *your* goods, e.g. receipts, user manuals/guides and photographs.

30 day free look

As part of *our* service commitment to *you*, if this *policy* is not entirely to *your* satisfaction for any reason, it can be cancelled by returning the *policy* to *us* within thirty (30) days of the policy commencing. The *premium* will be refunded in full. *You* cannot claim under the *policy*.

The contract between you and Ansvar Insurance

Your insurance policy is a contract between *you* (the insured) and *us* (Ansvar Insurance Ltd). In return for payment of *your premium*, we will provide *you* with the cover set out in this *policy*.

This *policy* covers *losses* happening between the dates shown as the *period of insurance*.

This *policy* document, together with the statement containing *your* specific information called the *policy schedule or renewal*, gives *you* the details of the insurance provided by *your* Ansvar Insurance *policy*. They are to be read as one document. Together they are *your* contract of insurance with *us*.

We will provide you a policy schedule or renewal

- when *your* proposal to insure with *us* is accepted
- when any of the terms or conditions that apply to *your* policy are changed
- when we offer to renew *your* policy, this document is called a *renewal*

Your duty of disclosure

You are required to tell *us* anything *you* know, or ought to know, that may affect the decision of a prudent insurer whether to accept *your* insurance, or renew *your policy*, and if so, on what terms. If *you* have not disclosed all material information, or if *you* have misrepresented that information, then *we* are entitled to cancel the *policy* retrospectively from the beginning.

Paying your premium

Annually

You may pay your *premium* annually by cash, cheque or credit card. If *you* use a cheque or credit card that is dishonoured this *policy* is deemed to have never existed. This means *you* will not be covered in the event of a claim. *You* cannot make a claim under the *policy* if, at the date of *loss*, any *premium* remains unpaid. If *you* have a claim for a total *loss* or we settle *your* claim by paying the full sum insured, no *premium* refund will be made to *you*.

Monthly

You may pay your *premium* by monthly direct debits from a financial institution. *You* cannot make a claim under the *policy* if, at the date of *loss*, any direct debit remains unpaid. If *you* have a claim for a total *loss* or we settle *your* claim by paying the full sum insured, *we* shall deduct the *premium* for the remaining *period of insurance* from the amount *we* pay.

Insurance Council membership

We are a member of the Insurance Council of New Zealand Inc (ICNZ), and this carries with it responsibilities for conducting business in a professional manner.

Fair Insurance Code

As members of the ICNZ, we are bound by the terms of the Fair Insurance Code. This can be viewed on the ICNZ website icnz.org.nz or through a brochure available from our office.

Under the Fair Insurance Code we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you. This means we will:

- answer your questions accurately
- explain the information you need to give us when you apply for insurance, renew your policy, or make a claim
- explain the importance of giving us information that is complete, up to date, and relevant
- give you or your broker a copy of your policy that sets out in plain English what is insured, what is not insured, and what your obligations are
- tell you about any changes to your policy

We will give you information about the best policies we can offer you. You are entitled to ask for and receive help to understand the terms, conditions, and exclusions of your insurance policy. You are entitled to ask for and receive a copy of the information you gave us when you applied for insurance.

Privacy Act

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information. You may access your personal information by contacting any of our offices. The information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

Insurance Claim Register

The Insurance Claims Register (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.

Claims paying rating

We are required to have a financial rating for *our* claims paying ability. This rating must be declared to *you* before *you* enter into or *renew* a *policy*. Details are provided on *your policy schedule* or *renewal*.

The easy solution to a problem

Ansvar Insurance places the highest priority on providing prompt, efficient and friendly service including protecting your privacy. However, if you do not believe this has been achieved the best first step is to go back to the employee or broker with whom you were dealing to see if they can resolve the problem.

If that is not possible, then we invite you to contact the Manager for New Zealand who will review the problem. Acknowledgement of the complaint will be made within three working days from the day the complaint is received by telephone or in writing.

Your complaint will be fully investigated as quickly as possible by someone not involved in the original decision. You will be provided with the name of the person dealing with your complaint. You will receive written advice about the progress or outcome of the complaint within 10 working days from the day the complaint is received by telephone or in writing.

You will be advised within 60 days if we are unable to resolve your complaint and advise you of any further options available to you, such as the Insurance and Savings Ombudsman.

What if we don't resolve your problem?

The Insurance & Savings Ombudsman (ISO) is a free, independent service that can help you settle a range of insurance disputes against insurance companies that are ISO members.

The ISO can help with complaints about policies, and claims for personal and small business* insurance to a maximum of \$150,000 (unless the insurance company agrees to a higher amount). The ISO will help you settle your complaint by agreement, or the ISO will make the decision. The decision may be in your favour, or in the insurance company's favour. The ISO's decision is binding on the insurance company, but not on you. If you are unhappy with the ISO's decision, you can take your complaint to the Disputes Tribunal or to court. The ISO uses the Fair Insurance Code to help them make their decision. The ISO can be contacted by calling 0800 888 2021,* by writing to PO Box 10845, The Terrace, Wellington 6143 or visiting their website at iombudsman.org.nz

*For the ISO's definition of small business please visit their website.

The Pleasurecraft Insurance Policy issued by Ansvar Insurance consists of:

- a) a Certificate of Insurance and attachments as applicable.
- b) a Pleasurecraft Policy of Insurance setting out the terms, conditions and exclusions of the Policy which with the Certificate of Insurance and attachments are to be read together as one document. If there is anything in this Policy which requires clarification please contact Ansvar Insurance.

Definitions

you, your	means the insured named in the Certificate of Insurance
we, us, our	means Ansvar Insurance
excess	means you must contribute the amount of Excess stated on the Certificate of Insurance for every claim. In the event of loss or of damage to sails, masts, spars or rigging happening while the vessel is racing, the excess is 25% of the claim. Trailer and dinghy excess \$50 each.
certificate, certificate of insurance	means the attachment which forms part of this Policy and shows your Policy number together with the details of your cover.
sum/s insured	means the amounts shown on your Certificate of Insurance are the maximum amounts that you can claim during the current period of insurance.
pleasurecraft or craft	means the Pleasurecraft described in the Certificate of Insurance and includes the hull and any fixtures, fittings and equipment which would normally be sold with it including mast, spars, sails and rigging, anchor and warp, depth sounder, other navigational aids and marine radios.
geographical limits	means the inland and coastal waters of New Zealand to a limit of 12 nautical miles from the New Zealand nearest coastline.
other property	means the following gear and equipment kept permanently on board the vessel but which would not normally be sold with it – life jackets, wet weather gear, flares, marine tools, bed clothing, foodstuffs, cooking utensils, crockery and cutlery.
sails	means all the sails, masts, protective covers, spars and rigging normally used with the insured Pleasurecraft and declared to us.
motor	means the propulsion unit normally used with the Insured Pleasurecraft and declared to us.

Our Agreement

After you have paid the premium we will provide you with the insurance cover as set out in this Policy during the Period of Insurance and for any further period which the Policy may be renewed and the renewal premium paid.

Scope of Cover

Section 1 - Loss or damage to your Pleasurecraft

Your Pleasurecraft is insured for any sudden loss of or accidental damage occurring within the Geographical limits (and including the reasonable costs of salvage to the place of repair).

Basis of claims settlement

At our option, we may settle any claim by:

- a) payment of the cost of repair to a condition substantially the same as the pre-claim condition; or
- b) payment of the market value of your Pleasurecraft up to the amount of the Sum Insured. If we exercise this option we will dispose of your Craft and retain any proceeds realised.
- c) we will also pay reasonable costs incurred by you to prevent further loss or damage which is insured.

You are not insured for:

Section 1

1. Theft or disappearance of any accessory/ies unless stolen with your Pleasurecraft.
2.
 - a) Loss of use or depreciation
 - b) Wear and tear, rust, corrosion, inherent defect, mechanical electrical or electronic breakdown failure or breakage or damage to the motor or transmission system resulting therefrom or damage caused by lack of maintenance.
3. Damage to sails caused by the wind or water unless:
 - a) the spars to which they are attached are damaged; or
 - b) the Pleasurecraft being stranded, sunk or involved in a collision.
4. Theft of or damage to outboard motors when secured to the boat in a manner other than that specified or recommended by the manufacturer.
5. Loss or damage caused by:
 - a) the explosion, combustion, fission or escape of any radioactive material, nuclear fuels or weapons or wastes.
 - b) confiscation, nationalisation, requisition or destruction by the order of government or other lawfully constituted authority unless that order was for the purpose of preventing or reducing pollution arising from loss or damage which is insured under Section 1.
 - c) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
6. Loss or damage happening while the Craft is being towed except when on land or when the Craft needs assistance or when it is usual for the Craft to be towed.
7. Loss or damage to Other Property, unless separately insured on the Certificate.
8. Faulty design, manufacture, construction or assembly or latent defect.
9. Damage caused by electrical current to fuses, protective devices or lighting or heating elements.
10. Loss of or damage to any motor or electrical machinery, gear or equipment caused by heavy weather unless that heavy weather results in the Craft being swamped, immersed, stranded, sunk or in a collision.
11. Damage to trailer tyres caused by punctures, cuts or bursts.
12. Depreciation in the value of the Vessel as a result of damage which has not been repaired or which has been only partly repaired.

13. Loss, damage or liability caused by fire or explosion on board the Craft if it is fitted with inboard propulsion machinery which is not protected by adequate and properly maintained fire extinguishing equipment.
14. Theft or larceny by persons to whom your Craft is entrusted.
15. Malicious damage caused by you.
16. Mechanical parts that are not in accordance with the manufacturer's original specifications.
17. Loss or damage to motors caused by or resulting from seizure and/or overheating unless subsequent to an accident which is a claim under the policy.

Section 2 - Damage to the property of others

We will pay all costs for which you are legally liable for accidental loss of or damage to anyone else's property arising from the use of your Pleasurecraft except:

- a) for property which is in your custody or control.
- b) for personal effects belonging to any member of your family who is living with you.
- c) any liability assumed by agreement for which you would otherwise not have been legally liable.
- d) liability arising while the Craft is being carried or towed by any motor vehicle.
- e) arising out of or as a consequence of the towing in the air of persons or objects.

Using a substitute Pleasurecraft

If you are a private individual the cover provided for you personally by this section will apply if you are using a substitute Craft and are not entitled to cover under any other policy provided that:

- a) your craft is not being used
- b) you are using the substitute Craft with the owner's permission
- c) you or any member of your household do not own or have an interest in the substitute boat
- d) substitute Crafts are not provided regularly for your use. However, if you are entitled to cover under any other policy we will be liable under this Section for the amount by which your liability exceeds the limit of indemnity under such other policy.

This Section will also apply to:

- a) any person other than boat builders, repairers, yacht clubs, marina operators and the like in charge of or in control of the boat with your permission
- b) any water skier using only recognised and accepted equipment being towed by the Craft described in the schedule.
- c) any competent person in the boat acting as the observer when the boat is being used for water skiing; provided that such person has not been refused liability insurance or renewal of a policy or had a policy cancelled, and provided that they are not required by the relevant authorities of any place where liability is incurred to have a policy in their own name covering their legal liability.

Our Maximum Liability under this section for any one event is \$1,000,000 (one million dollars).

Section 3 – Other financial interests

Should your Pleasurecraft have any financial interest registered against it and provided that interest is named on the Certificate, then the holder of that interest is deemed to be a joint insured in respect of Section 1.

General Exceptions – All sections

We will not pay any claim if:

- a) your Pleasurecraft was being used:
 - in an unsafe or unseaworthy condition
 - for any purpose outside the “Description of Use” specified in the Certificate
 - in a reckless manner
 - for racing (unless it is a yacht) time trials or ski trials.
 - for hire, charter or reward of any kind
 - by or in charge of any person who is under the influence of any intoxicating substance or drug.
- b) your Pleasurecraft has been:
modified since original manufacture unless any modifications were previously declared to us and you had agreed to our acceptance terms in writing.

Policy conditions

1. Claims

- a) You must:
 - advise us within seven days of your loss or damage
 - advise the Police of malicious damage or theft
 - within seven days of receipt, send to us any communication received from any other party
 - promptly complete and return any claim form or other document reasonably required by us
 - take all reasonable steps to safeguard your craft from further loss or damage.
- b) Do not unless you have our express permission:
 - have any repairs carried out (excepting as in (a) above).
 - make any offer, promise or payment, admit liability or incur any legal expense.
- c) We may at our option settle any claim against you, defend you or take legal action in your name against anyone else for anything covered by this policy. If you refuse or fail to sign any authority required by us we will be entitled to be your lawful agent with authority to execute same.
- d) If on your Proposal or Claim form or in any Declaration you have made any untruthful statement or withheld any information required by us then you forfeit all protection afforded by this Policy. We may refuse to pay for any claim if it is false or if you have any untrue information and you know that information is not true.
- e) In the event of any dispute arising under this policy, action in Court must be commenced within 12 months from the date of our advice to you of the decision which gives rise to the dispute.

2. Safeguarding your Pleasurecraft

You must take all reasonable steps to safeguard your Craft from loss or damage and must keep the vessel in a safe and seaworthy condition. This includes keeping your fire fighting equipment maintained to the manufacturer’s specifications. We have at all times free access to examine your

Craft. Failure to observe this condition will mean that we will not pay any claim arising from such failure.

3. Cancellation of this policy

You may cancel this Policy at any time. After cancellation by you, we will retain our short period rate of premium for the term the policy has been in force. We may cancel this Policy by giving you 14 days written notice to your address last advised to us. In that event, you will be refunded the unused portion of your paid premium.

Your policy is automatically cancelled:

- with no refund of premium in the event of a claim under Section 1 of an economic total loss claim paid to you.
- if your premium remains unpaid 30 days after it has fallen due.

4. Other insurance on your Craft

If you have any other Policy of Insurance covering your Craft then our Policy will pay only our proportion of any claim costs.

5. Transfer of policy

You may not transfer the ownership of this Policy.

6. Goods and services tax (GST)

All financial benefits provided by this Policy are inclusive of any GST applicable.

7. Marine Insurance Act

The Insurance set out in this Policy and the rights and duties of both you and Ansvar Insurance are subject to the provisions of the Marine Insurance Act except where those provisions have been expressly varied in this Policy.

Important

- 1 Please examine this document and if it does not meet your requirements or if any information in the policy and/or Certificate of Insurance is incorrect, kindly return it to us at once for correction.
- 2 It is in your interest to contact us if you seek insurance for events or amounts not insured

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