

boat insurance



policy wording and product disclosure statement

It's one of your most prized possessions.

And with HBF Boat Insurance, you can be sure it's got all the protection you need.

Even better, with our 21-day 'free look', you can also be confident you have chosen the Policy that suits you and your Boat.

This Policy Wording and Product Disclosure Statement tells you all about HBF Boat Insurance. Please read through it and be sure to keep it somewhere safe.

CONTENTS

Key Policy Features	3
Product Disclosure Statement	4
Policy Introduction	5
Our agreement with You	5
Your Duty of Disclosure	5
Important information	5
Insured Events	6
Your Legal Liability to other people	6
Additional benefits	7
Optional extras	7
General Exclusions	8
Terms and Conditions	9
Claims Procedure	10
General Insurance Code of Practice	11
Privacy Policy Overview	11
Key Words	13

Key policy features

\$5,000,000 Legal Liability cover that extends to include the use of a substitute Boat.

Hull, motor(s), accessories, trailer, tender and legal liability all standard cover in the one Policy.

\$1,500 Cover for personal belongings.

Reasonable cost towards moving Your Boat to a place of safety after a casualty.

Optional extra cover for yacht racing and water skiing.

Convenient premium payment options.

Cover that extends anywhere in Australia.*

A 21-day "free look" to ensure You have chosen the Policy that best suits Your needs.

*Conditions apply. For full details on the extent of Your cover and the conditions that apply, please read the following Policy document carefully. If You require further clarification, please contact one of our Member Service Advisors on 133 423.

PRODUCT DISCLOSURE STATEMENT

The HBF Boat Insurance Policy is issued by HBF Insurance Pty Ltd, (ABN 11 009 268 277) ('HBF'). HBF is the holder of an Australian Financial Services Licence (229190) as issued by the Australian Securities and Investments Commission (ASIC) and is authorised to arrange and enter into contracts of general insurance.

The PDS provides You with information You might need to make a decision about purchasing an HBF Boat Insurance Policy. It provides information about Your entitlements, the calculation of the premiums and what to do if You have any concerns regarding the insurance cover. The Policy Terms are set out in full from page 5 onwards.

This PDS was prepared on 1 December 2006 and its contents come into effect from 1 February 2007.

If You have any questions about the cover available, or would like a quotation, please call 133 423 or visit one of our Service Centres. Contact details are set out on the back page of this document.

Cost of Policy

The cost of Your insurance is shown in Your current Policy schedule.

If You cancel Your Policy before the expiry date shown on Your Policy Schedule, depending on the reason for the cancellation, we may charge an administration fee of \$25 plus GST. If after charging this administration fee, the refund due to You is less than \$10 then no refund will be given.

Policy benefits

We will insure You against damage to Your Boat when it is:

1. Ashore.
2. In transit by road, rail or ship.
3. Afloat.

Some of the other key benefits of an HBF Boat Policy are:

1. Hull, motor(s), accessories, trailer, tender and legal liability all standard cover in the one Policy.
2. \$1,500 Cover for personal belongings.
3. Reasonable cost towards moving Your Boat to a place of safety after a casualty.
4. Cover that extends anywhere in Australia.
5. \$5,000,000 legal liability cover that extends to include the use of a substitute Boat.
6. Optional extra cover for yacht racing risk or water skiing liability.

For full details of all Policy benefits, conditions and exclusions please refer to the Policy Terms commencing on page 5.

Significant risks

Some significant Policy risks are outlined below. However, for full details of all Policy benefits, conditions and exclusions, please refer to the Policy Terms commencing on page 5.

Non-disclosure

Your duty of disclosure is highlighted in Your current Policy schedule. If You do not comply with Your duty of disclosure, we may be entitled to:

1. Reduce our liability for any claim.
2. Cancel the contract.
3. Void the contract from its beginning if Your non-disclosure is fraudulent.

Excess

An Excess is the amount which You will have to pay when You make a claim under Your Policy. Any Excesses which may apply to Your Policy will be deducted from any payments we make on Your claim. Please check Your Policy Schedule for full details of the Excesses that have to be paid.

Key Words

Certain words in this policy have specific meanings. These meanings are explained on pages 13 to 14. Wherever these key words appear, they will always begin with a capital letter.

Suitable cover

The Cover provided by this Policy has certain benefits, conditions and exclusions. Unless You take the opportunity to familiarise Yourself with the cover provided by reading the Policy Terms commencing on page 5 and select the appropriate options, the cover may not meet Your particular needs.

Money back guarantee

A 21 day money back guarantee is available to give You time to ensure that You have chosen the Policy that best suits Your needs.

Dispute resolution procedure

Full details of HBF's dispute resolution procedure are set out in the Policy Terms commencing on page 5.

For further information on obtaining HBF Boat Insurance, please call 133 423, log onto hbf.com.au or visit one of our Service Centres. Full contact details are set out on the back page of this document.

POLICY INTRODUCTION

Our agreement with You

To be read in conjunction with Your Policy definitions.

The agreement between You and Us consists of:

1. This Policy.
2. Your current Policy Schedule.
3. Any Variation or Endorsement.

A Policy Schedule is issued when We agree to Cover You and You have paid the premium including any relevant Government charges at or before 4pm on the due date. You may pay Us either the total amount or by instalments as set out in the Schedule.

Our liability is limited to the following:

1. Period of Cover shown on Your current Policy Schedule.
2. Extent of Cover set out on Your current Policy Schedule.
3. Sum(s) insured set out on Your current Policy Schedule unless We have agreed to pay more as an additional benefit.

With Our agreement You are able to make a Variation to this Policy. We may introduce extra conditions to the Policy by way of Variation or Endorsement.

Any Endorsements to Your Policy are shown on Your current Policy Schedule, or on a separate notice that We may send You.

You or any other person entitled to Cover under this Policy must comply with the terms, conditions, exclusions, Variations and any Endorsements.

Money back guarantee

Please ensure You read this Policy booklet and Your current Policy Schedule carefully to make sure that the Cover is adequate and meets Your requirements.

If You are not satisfied with Your Policy please contact Us. We may agree in writing to change the Policy to meet Your needs. If You advise Us within 21 days of receiving Your Policy that You are not satisfied with it, and You have not made a claim, **We will** refund Your premium in full.

YOUR DUTY OF DISCLOSURE

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell us anything known to You, and which a reasonable person in the circumstances would include in answer to the question. **We will** use the answers in deciding whether to insure You and anyone else to be insured under the policy, and on what terms.

Who needs to tell Us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom You want to be covered by the policy.

If you do not tell Us

If You do not answer Our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

Important information

Your records

The Policy and Your current Policy Schedule, Variation or Endorsement are a record of Your Cover. They are important documents containing the terms and conditions which apply to Our agreement. You may need them from time to time and particularly when Your Policy is due for renewal or You need to make a claim. Please retain these documents and keep them in a safe place.

Proof of ownership and value

In the event of a claim **We will** require You to produce evidence of ownership and value. Please keep such evidence and Your Policy documents in a safe place for future reference. This will assist Us to quickly deal with any claim You may make.

INSURED EVENTS

We insure You against any unforeseen and unintended destruction or damage, Theft, or malicious damage to Your Boat when being used for Private Purposes within the Navigational Limit, during the Period of Insurance;

1. Ashore other than in transit.
2. In transit by road, rail or ship
 - (a) if Your Boat is being transported on its own specifically designed and licensed Trailer; or
 - (b) if Your Boat is less than 3 metres in length and being transported in a manner permitted by law.
3. Afloat.

Payment of Boat claims

If during the Period of Insurance Your Boat suffers Loss Covered under this section but not excluded by the General Exclusions of this Policy, We will, at Our option:

1. Repair Your Boat; or
2. Pay You the cost of repairing Your Boat; or
3. Pay You the Sum Insured shown in Your current Policy Schedule in lieu of repair.

If We pay You the Sum Insured of Your Boat or Trailer, the salvage or recovered Boat or Trailer becomes Our property.

The Policy is cancelled from the date of a Constructive Total Loss and no refund of the premium or any part of the premium will be refunded or allowed.

If We pay You the Sum Insured and You pay Us Your premium in instalments, any unpaid instalments (either overdue or not yet due) will be deducted from the Sum Insured.

Excess

You must pay all applicable Excesses before We are liable for any payment under this Policy.

Maximum payment

In the event of a Loss the most We will pay under this section is the Sum Insured as shown in Your current Policy Schedule.

What Your Policy does not cover

We will not pay for Loss or damage:

1. Associated with the repair or replacement of any part of Your Boat that is found to be defective by reason of fault or error in design or construction or through any latent defect.
2. Associated with the cost of improving the design or construction of Your Boat.
3. Associated with the cost of repairing any mechanical or electrical breakdown.
4. To sails by the wind or water unless such damage is directly associated with a Loss to the Hull of the Boat unless Covered under optional extras on page 7 while Your Boat is taking part in Yacht Racing.

Your Legal Liability to other people

We will Cover You for Your legal liability for claims arising out of the use or ownership of the Boat including Your liability for legal costs when Our lawyers act in connection with such claims.

Our limit of liability

The maximum amount We pay, including legal costs, is \$5,000,000 for any one accident or series of accidents arising from the one event.

What We do not Cover

1. Loss, damage or liability to any person:
 - (a) in control of Your Boat; or
 - (b) who is Your employee in the course of employment with You; or
 - (c) who is Your partner or de facto partner or any other family member ordinarily residing with You.
2. Loss or damage to property in Your custody or control or that belongs to You or Your partner or de facto partner or any other family member ordinarily residing with You or any employees in the course of employment with You.
3. Any claim made against You by a co-owner of Your Boat.
4. Any claims made whilst Your Boat is in the care, custody or control of any boat-builder or repairer, or is being operated or handled by yacht club staff or marine operator staff.

5. Any legal liability arising when Your Boat is:
 - (a) involved in power boat racing, paragliding, hang gliding, parasailing, halyard flying or other aerial activities or in any time trials; or
 - (b) involved in Yacht Racing or Water Skiing activities unless Your current Policy Schedule has been extended to allow this Cover.
6. Any additional liability You agree to take on without Our permission.
7. Bodily injury, death of illness to You, Your partner (legal or de facto) or other family member usually residing with You or any employees in the course of employment with You.

Additional benefits

Personal belongings

If Your Boat is Lost this Policy Covers the Loss or damage to Personal Belongings arising from the same Insured Event. We will pay up to \$250 for each item up to a maximum of \$1,500 for all items Lost.

You can only claim under this benefit if You are also claiming for a Loss to Your Boat that is more than the Excess shown in Your current Policy Schedule.

Substitute Boat

We will pay for Your legal liability (including Your liability for legal costs when Our lawyers act in connection with such claims) for claims from accidents arising from the use of a similar type of Boat in substitution for Your Boat provided that:

1. Your Boat must not be able to be used due to damage or mechanical or electrical breakdown or failure.

2. The substitute Boat must not be owned by You, Your family, relative or person ordinarily residing with You, but must be in Your custody or control.
3. You have the owner's permission to use the substitute Boat.
4. The substitute Boat must only be used for Private Purposes and not let out on hire, charter or for reward of any kind (except to the extent that You are covered by a Policy of insurance taken out by or on behalf of the owner of the substitute Boat with another insurer in respect of the substitute Boat).

Salvage charges and Loss reduction costs

If Your Boat is Lost or gets into difficulties likely to give rise to a Loss on page 6 of this Policy then We will pay the reasonable costs, but not exceeding the Sum Insured, of:

1. Minimising the Loss.
2. Removing the Boat to a place of safety.

Optional extras

If selected by You and specified in Your current Policy Schedule the optional extra Cover set out below will apply:

Yacht racing

We will extend this Policy to include Loss to the Boat and for Your legal liability as set out on page 6 of Your Policy for claims from accidents arising whilst engaged in Yacht Racing where the Boat is only propelled by sail power within the Navigational Limit. In respect of Loss to Masts, Spars, Sails and Rigging We will pay:

1. Two thirds of the replacement or repair cost; or
 2. The Sum Insured;
- whichever is the lesser, and the General Exclusion to the contrary is overridden to that extent only.

Water skiing

1. We will extend your legal liability to other people set out on page 6 to include:
 - (a) Your legal liability; or
 - (b) the legal liability of any Water Skier being towed by the Boat; or
 - (c) the legal liability of any person acting as an observer on the Boat.

Arising from:

- (a) accidental death or bodily injury to a Water Skier being towed by Your Boat; or
 - (b) accidental death or bodily injury to any person during Water Skiing; or
 - (c) accidental damage to the property of others during Water Skiing.
2. We will pay up to the Limit of Legal Liability provided on page 6 for any one accident or a series of accidents arising out of the one event, less any applicable Excesses.
 3. We will not pay for any legal liability:
 - (a) if the Water Skier has been refused legal liability insurance; or
 - (b) if the Boat is being used without Your permission; or
 - (c) if there is not a Competent observer on-board in addition to the person in control of the Boat; or
 - (d) resulting from any form of Water Skiing or aquaplaning when an aerial device or ski ramp or jump is being used; or
 - (e) resulting from competition Water Skiing; or
 - (f) if the Water Skier was using equipment not specifically designed for Water Skiing.
 4. Cover is extended to persons other than You on the basis that the Policy applies to them as if they were You (except that no extension of the Policy to others by virtue of the connection with these persons is intended), including without limitation the exclusions of the Policy.

GENERAL EXCLUSIONS

These general exclusions apply to ALL sections of this Policy.

We will not pay for any Loss, damage, injury or legal liability:

1. If Your Boat is under the control of someone who:
 - (a) is under the influence of alcohol and/or drugs; or
 - (b) refused to provide or allow the taking of a sample of breath, blood or urine for preliminary testing or for analysis as required by law for the purpose of ascertaining the percentage of alcohol or drugs in Your blood or the blood of the person in charge of Your Boat; or
 - (c) was incapable of exercising the required degree of control; or
 - (d) does not have the level of Competence to control this type of Boat; or
 - (e) has been refused Boat insurance and We have not been told about that refusal to insure; or
 - (f) is driving the Boat without having the correct licence required by law.

This exclusion does not apply if You prove that You did not know about the above or that Your Boat was being used without Your consent.
2. Consisting of or arising from penalties, fines, punitive, exemplary or liquidated damages.

We do not:

1. Insure You for Loss or legal liability at a time when a Water Skier or Competent observer is under the influence of alcohol or drugs.
2. Pay for any claim(s) relating to wear and tear, corrosion, osmosis, electrolysis, deterioration, lack of maintenance or vermin.
3. Insure You for Loss or legal liability caused directly or indirectly by any wilful or reckless act while You are, or any person with Your express or implied consent is, in charge of the Boat.
4. Insure You for Loss or legal liability while Your Boat is being used for an unlawful purpose by You or by anyone else with Your express or implied consent.
5. Insure You for Loss or legal liability while Your Boat is being used for towing persons or objects in the air, including parasailing, hang-gilding, halyard flying or other similar aerial activities.
6. Insure You for Loss or legal liability unless Covered under Optional extras on pages 7 to 8 while Your Boat is taking part in Yacht Racing.
7. Insure You for Loss or legal liability caused directly or indirectly by Your Boat being operated:
 - (a) at a speed greater than its maximum designed speed; or
 - (b) with a Motor with horsepower exceeding that recommended by the manufacturer; or
 - (c) with more than the maximum number of passengers or a load in excess of that recommended by the manufacturer; or
 - (d) operated in a way that contravenes any law or regulation governing the use of the Boat.

8. Insure You for Loss or legal liability when Your Boat, or a vehicle towing the Boat, is being driven by a person who is not authorised to drive that Boat or vehicle (as the case may be) under all relevant laws and regulations in force in the State or Territory in which the Boat or vehicle is being driven. In the case of some person other than You driving or being in charge of Your Boat or vehicle towing the Boat Your Cover under this Policy will not be prejudiced if You prove that You did not know and could not reasonably have known that the other person was not so authorised.
9. Insure You for Loss or legal liability caused directly or indirectly by any Trailer being unsafe or un-roadworthy, being a condition that was known to You or should reasonably have been known to You at the time of incurring the Loss or legal liability.
10. Insure You for Loss or legal liability caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nor for looting, sacking or pillaging following any of these.

11. Insure You for Loss or legal liability caused or arising from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.
12. Insure You for Loss or legal liability caused directly or indirectly by the use, existence or escape of nuclear weapons material, ionising radiations from, or contamination by, radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.
13. Insure You for Loss or legal liability as a result of lawful seizure, confiscation, nationalisation or requisition of Your Boat.
14. Insure You for Loss arising from the failure of any computer, data processing equipment, microchip or integrated circuit to recognise data change (including leap year calculations).
15. Insure You for any Loss, damage or legal liability directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity.

TERMS AND CONDITIONS

Use of Your Boat

This Policy only operates when Your Boat is used for Private Purposes.

Alteration of risk

You must notify Us as soon as possible of any change which may affect the seaworthiness, condition, safety or use of Your Boat and which increases the risk of Loss, damage or liability. Unless and until We agree in writing to Cover the alteration of risk and You pay any additional premium required, We shall not be liable for the Loss, damage or liability caused by or constituted by such alteration. Your Sum Insured may be altered with agreement by both parties.

Safety equipment

Where the Boat is:

1. Fitted with an inboard Motor; or
2. Required by law to be equipped with a fire extinguisher; or
3. Fitted with other safety equipment required by law.

You must make sure that all such safety equipment is properly installed, maintained and working efficiently.

Transfer of interest

No interest in this Policy may be transferred without Our written consent.

Reasonable care and precautions

You must take all reasonable steps to safeguard, protect and maintain Your Boat in a good and seaworthy condition.

Submerged Boat

1. In the event of recovery after submersion of the Boat, You are required to take immediate action to dismantle, clean and oil the Motor and to dry all electrical equipment and instruments. We will pay the reasonable cost so incurred.
2. Submerged items should be kept continually under water until dismantling can commence.

Cancellation

By You

You may cancel this Policy at any time. We may retain a portion of the premium which relates to the period for which You have been insured.

We shall refund the balance, less any administration fees, for the unexpired period of insurance.

This refund will be made providing no event has occurred for which a claim may be made and no liability arises under this Policy.

By Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which the cancellation is to take effect. Notification will be delivered to the address last notified to Us and will take effect no earlier than 4.00pm on the date set out in the cancellation notice. We will retain a portion of the premium which relates to the period for which You have been insured and We shall refund the balance for the unexpired period.

Joint insured

If more than one person is named as the insured in Your current Policy Schedule, **We will** treat any statement, act, omission or claim made by any one of those persons as a statement, act, omission or claim made by all of those persons.

Other agreements

If You have entered into an agreement that excludes or limits Your rights to recover damages from some other person or organisation in relation to any Loss or legal liability insured under this Policy:

1. Where the agreement excludes such rights
We will not be liable for any such Loss or legal liability.
2. Where the agreement limits such rights
We will not be liable for any such Loss or legal liability to the extent of such limitation.

CLAIMS PROCEDURE

The procedure

As soon as possible after an incident occurs which may result in a claim under this Policy, You must:

1. Take all reasonable steps to prevent or minimise further Loss, damage or liability.
2. Take all reasonable precautions to obtain recovery of property Lost.
3. Notify Us and the Police immediately if Your property is stolen or maliciously or intentionally damaged.
4. Notify Us immediately if Your stolen property is recovered.
5. Complete and submit a claim form for Our consideration within 30 days, with full particulars of Your Loss including details of any party who may be responsible.
6. Give Us details of other persons who may have an insurable interest in the Loss.
7. Provide Us with all additional information and help which We may reasonably require to process Your claim.
8. Assist Us to recover in Your name any amount paid by Us to You from the person who caused You to suffer the Loss or damage.
9. Provide Us with an opportunity to inspect any Loss or damage before You have repairs carried out.
10. Assist with any investigation of the circumstances of any claim.
11. Not admit, deny or negotiate any claim with any person without Our prior consent or approval.

Subrogation

We may take over the conduct of any defence or settlement of any action brought in Your name. Furthermore, subject to the provisions of the Insurance Contracts Act 1984, We may prosecute in Your name any claim for indemnity or damages.

We have full and absolute discretion in the conduct of any legal proceedings or in the settlement of any claims.

Cash settlement

If We elect to cash settle, **We will** pay:

1. The amount it will cost Us to repair or replace Your Boat; or
 2. The Sum Insured;
- whichever is the lesser.

Other insurances

You must:

1. Tell Us if You can make a claim under any Policy of insurance with which another insurer that covers You for the same Loss or legal liability that is the subject of Your claim to Us.
2. Provide Us with all documents, information and assistance which We may need to recover a proportion from that other insurer.

Fraudulent claims

We do not insure You if You or anyone acting on Your behalf or with Your knowledge or involvement make a claim knowing or reasonably suspecting it to be false or fraudulent, payment of the claim may be refused and Your Policy may be cancelled. Making a fraudulent claim is a criminal offence and may be referred to the Police for further investigation.

Claim settlement under GST legislation

If You are registered for GST and are claiming an Input Tax Credit Entitlement (ITCE) in respect of this Policy, it is Your obligation to inform Us of Your ITCE no later than the time of settlement of any claim under this Policy. Where settlement of any claim is made in cash, Your ITCE will be taken into account in determining the settlement amount payable. Where You fail to inform Us of Your ITCE, You may have a GST liability in respect of any settlement made under this Policy.

GENERAL INSURANCE CODE OF PRACTICE

We have adopted the General Insurance Code of Practice which is aimed at improving standards within the insurance industry. The Insurance Council of Australia, insurance companies, consumer groups and the Federal Government jointly developed the Code. The Code deals with Your right as a consumer to receive communications from Us promptly and in plain language. In addition, the Code aims to improve claims handling and dispute resolution, the quality, comprehension and accuracy of Policy documents and other information provided to consumers.

What to do should You have any concerns

HBF is continually looking for ways to serve You better. We are happy to assist You with any information You require or hear from You about any concerns You may have.

Should You have any concerns We encourage You to discuss the matter with the employee who handled Your application or claim.

If Our employee is not able to resolve Your concerns, You can contact the Claims Manager (in the case of a claim) or the Manager Product Services (in the case of a concern with Your application or existing Policy). This review will be conducted within 15 working days.

If Your concerns have not been resolved to Your satisfaction, We encourage You to request that

the matter be referred to Our Internal Disputes Resolution process, where a Senior Manager with delegated authority will review the original decision. This process will normally be completed, and a final decision made, within 15 working days and will involve no cost to You.

All correspondence should be addressed to: Manager - Dispute Resolution HBF

GPO Box C101 PERTH WA 6809
or by facsimile on 9265 8895.

We would like to advise You that the Insurance Ombudsman Service Limited is available to resolve disputes relating to claims and non-claim matters, where You remain dissatisfied. This organisation provides a free service to all Policyholders and will be able to resolve most complaints regarding Your dispute, through the Review Panel of the Insurance Ombudsman Service. They can be contacted toll free on 1300 780 808. Alternatively you may wish to seek your own advice on this matter.

PRIVACY POLICY OVERVIEW

Ensuring Your Privacy

At HBF We respect the privacy of Your personal information and are committed to ensuring that its security remains protected. We are bound by the National Privacy Principles (NPPs) set out in the Privacy Act 1988.

HBF's collection of personal information

We collect Your information when We accept an application for an HBF product, and We may collect further personal information whilst You hold an HBF product. We will generally collect Your personal information during a face-to-face interview, over the telephone, through an online form or by way of a paper based form (including application forms).

Some personal information is deemed to be sensitive information. We will treat sensitive information with particular care.

Consent

By applying for a product including a cover note or quote with HBF, You are taken to agree:

- To the collection by HBF of Your personal information in connection with Your product.
- That Your personal information can be used or disclosed by Us as contemplated in this Privacy Statement.
- To Us transmitting Your personal information overseas where the transmission is directly related to Your product.

The information We may collect

Usually We will collect details of Your name, address, age, telephone number, facsimile number, or email address.

We often hold information, which relates to how You choose to pay for products and services (particularly where We have a regular direct debit arrangement), which may include bank account details and credit card details. If payments are made under a payroll deduction scheme, We may hold information about Your employer. We also keep information about payment history.

HBF may collect and hold information and details about Your driving record, prior insurance claims, medical history, criminal history, and whether You have been refused insurance or had an application accepted on special terms.

If You make a claim in relation to Your insurance, We may need to collect sensitive information from third parties about the matter. When You make the claim, You consent to Us collecting related sensitive information directly from those third parties or, if the information relates to someone other than You covered by the insurance, You give consent on behalf of that person and You confirm that You have authority to do so.

How HBF will use and disclose Your information

HBF uses personal information to provide You with comprehensive service in relation to its products and services. We may use, and if necessary disclose, Your personal information:

- In connection with arrangements You make to pay Your premium (for example with Your employer or a financial institution);
- To a hospital or medical practitioner when You are or have been a patient of that hospital or medical practitioner;
- To decide whether to issue a general insurance policy, and if so, on what terms, and to assist Us in managing any claim made by You;
- When providing a certificate of currency to financial institutions (at Your request or with Your consent);
- To an external consultant dealing with the assessment or investigation of claims and the Insurance Reference Bureau;

- In relation to travel insurance applications to medical assessors; and
- In relation to travel insurance, to a travel agent or overseas travel helpline.

When You make a claim, You also give Your consent to the relevant member of the HBF Group of Companies (HBF Group) sharing Your personal information (including sensitive information) with other members of the HBF Group for the purpose of preventing and detecting fraudulent or invalid claims or misrepresentation, which would cause loss to the HBF Group.

Members of the HBF Group may also share and use this information for the purpose of providing You with material, such as articles and information about other products and services that may be of interest to You. You may request not to receive such information by contacting Us. Please allow five working days for Your request to be actioned.

HBF has a range of obligations under the Insurance Contracts Act 1984 and related regulations that impact on its collection and disclosure of personal information. In effect, these require HBF to maintain records, report to regulatory authorities, and to meet various requirements in relation to providing general insurance. We are obliged to maintain certain transaction records and make those records available for inspection by the Australian Prudential Regulation Authority (APRA). HBF may also need to make certain information and records available to other regulatory bodies, auditors, actuaries, the Insurance Ombudsman and Our agents, representatives, services providers and contractors. We will disclose this and any other information as required by law.

If You do not wish to provide information

We may not be able to meet Your insurance needs if You do not provide Us with personal information, which We require. There are requirements under the Insurance Contracts Act 1984 that You disclose to HBF all material information, and information which a reasonable person in the circumstances, would consider material. This may require You to provide personal information in relation to an insurance product You hold with HBF, which may have consequences in relation to any insurance policy You hold or claims under it.

Accessing Your information

In most circumstances You have a right to access any personal information, which We collect and hold about You. Please contact Us if You wish to access Your personal information. We may deny Your request in some circumstances and if We do this, We will tell You why. Further details on the way We handle personal information are in Our Privacy Policy, which is available at hbf.com.au or on request by calling a Member Service Advisor on 133 423.

Privacy Complaints

If You wish to complain about any breach or potential breach of this Privacy Statement, Our privacy policy or the NPP's, You should contact Us.

Contact Details

HBF Privacy Officer
GPO Box C 101
Perth WA 6809
Phone: 133 423

Your complaint will be responded to within seven days. We will use Our best endeavours to resolve any complaint to Your satisfaction, however, if You are unhappy with Our response, You may contact the Office of the Privacy Commissioner.

Contact Details

Office of the Privacy Commissioner
GPO Box 5218
Sydney NSW 2001
Phone: 1300 363 992

KEY WORDS

Certain words in this Policy have specific meanings. These meanings are explained below. Wherever these Key Words appear they will always begin with a capital letter.

Boat

The craft specified in Your current Policy Schedule including each one of:

1. The Hull; or
2. The Motor(s); or
3. Mast, Spars, Sails and Rigging; or
4. Equipment and Accessories; or
5. The Trailer; or
6. Boat Tender;

that is individually specified in Your current Policy Schedule.

Boat Tender

Any dinghy, including outboard motor, that is used to service the Boat and which is not more than three metres in length nor transported on its own trailer.

Competent (Competence)

A person who is old enough and has sufficient experience or instructions and sufficient ability to perform the role undertaken.

Constructive Total Loss

Where the estimated cost of repairing Your Boat together with the salvage value exceeds the Sum Insured.

Cover (Covered)

The protection provided by this Policy.

Endorsement (Endorsed)

Any written alteration or addition to this Policy.

Equipment and Accessories

Any:

1. Safety equipment installed or carried on the Boat in accordance with any statutory requirement.
2. Radio, echo sounder, global positioning systems (GPS) or other navigational aids.

And other equipment specified in Your current Policy Schedule.

Excess

The amount shown in Your current Policy Schedule that You have to pay towards the total cost of each and every claim under this Policy.

Hull

The hull, cabin, deck, fixtures and fittings forming part of the structure of the Boat which are normally not removable and would be sold with the Boat.

Limit of Legal Liability

The maximum amount We will pay for Your legal liability under this Policy as shown in Your current Policy Schedule.

Loss (Lost)

Any unforeseen and unintended destruction or damage, Theft or malicious damage.

Masts, Spars, Sails and Rigging

Masts, spars, booms and fittings including spinnaker poles, standing and running rigging and sails in use and stored on the Boat.

Motor

Sterndrive, inboard or outboard engines, including the propeller, skeg, shaft, jet units, trim tab units, portable fuel tanks, batteries, control cables, wiring harnesses and instruments.

Navigational Limit(s)

All inland waters within Australia and coastal waters within 25 nautical miles from the mainland coast of Australia.

Period of Insurance

The period stated in Your current Policy Schedule.

Personal Belongings

Personal items of clothing, shoes and bedding carried onto the Boat and belonging to You or members of Your immediate family.

Policy

The contract of insurance between You and Us. It consists of Your application, this Policy, Your current Policy Schedule and any Variation or Endorsement.

Private Purposes

Means social, domestic and pleasure purposes, and excludes being used for hire or reward, or in connection with any business, trade or profession (other than entertainment of Your clients on a social basis).

Schedule

The Schedule of insurance issued by Us that forms part of Your insurance contract and shows Your Policy number together with details of Your Cover and premium.

Sum Insured

The amount You have insured the various items comprising of Your Boat. As shown in Your current Policy Schedule.

Terrorism

Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups(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 done for, or in connection with political, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Theft

Theft means:

1. The unlawful taking of the Boat; or
2. The violent and forcible removal of items permanently fixed to the Boat; or
3. The violent and forcible removal of items secured in a locked cabin or locked locker space.

Trailer

The trailer specified in Your current Policy Schedule.

Variations

Any Variation(s) to this Policy that We have agreed to in writing.

Water Skiing

The activity in which one or more persons travel on the surface of the water.

Water Skier

A person being towed by the Boat during Water Skiing.

We, Us or Our

HBF Insurance Pty Ltd ABN 11 009 268 277.

You, (Your, Yourself)

The person(s) named in the Schedule, or any person who with Your consent is using, navigating, or controlling the Boat.

Yacht Racing

A racing event for yachts organised by a club or association, including a speed or time trial.

Whenever a defined word is followed by another word or words in brackets, the word or words contained in the brackets will have a corresponding meaning to the defined word.

Telephone Enquiries 133 423

Mon to Fri: 8am to 8pm
Saturday: 9am to 2pm

www.hbf.com.au

Head Office

125 Murray Street Perth
GPO Box C101 Perth 6809

HBF Service Centre Hours

Mon to Fri: 9am to 5pm
*Saturday: 9am to 1pm

+Financial Services only

Metropolitan Service Centres

Perth
125 Murray Street
96 William Street

Booragoon

Garden City Shopping Centre*
Gateway Business Centre+
Suite 9 111-173 Davy Street

Cannington

Carousel Shopping Centre*

Fremantle

82 High Street

Hillarys

Whitford City Shopping Centre

Innaloo

Innaloo Shopping Centre

Joondalup

Lakeside Shopping Centre

Joondalup

115 Grand Boulevard

Karrinyup

Karrinyup Shopping Centre*

Mandurah

32 Pinjarra Road*

Midland

Midland Gate Shopping Centre

Morley

Galleria Shopping Centre*

Rockingham

Rockingham City
Shopping Centre

Subiaco

513 Hay Street

Regional Service Centres**Albany**

21 Albany Highway
Telephone 9841 2238

Bunbury

12 Arthur Street
Telephone 9721 3402

Busselton

2/88 Queen Street
Telephone 9754 3011

Geraldton

Northgate Shopping Centre
Telephone 9921 5502

Kalgoorlie Agency

Amcal Chemist
205 Hannan Street
Mon to Fri: 10am to 3pm
Telephone 9021 8422

Karratha Agency

Just Spectacles
Karratha Village Centre
Mon to Fri: 10am to 3pm
Telephone 9185 3575