

## Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date on or after this date.

The information in this SPDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule.

## Changes to your PDS

**Change 1:** Change to details of Swann Insurance (Aust.) Pty. Ltd. ABN 80 000 886 680 AFS Licence No. 238292.

Your PDS is amended by the following:

All references to Swann Insurance (Aust.) Pty Ltd ABN 80 000 886 680 AFS Licence No. 238292 has been deleted and has been replaced by the following – Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as Swann Insurance.

**Change 2:** Change to details of Swann Insurance (Aust.) Pty. Ltd.

Your PDS is amended by the following:

All references to Swann Insurance (Aust.) Pty Ltd has been deleted and has been replaced by the following – Insurance Australia Limited trading as Swann Insurance.

Insurer

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as Swann Insurance

# PERSONAL WATERCRAFT INSURANCE

Insurer: Swann Insurance (Aust) Pty Ltd ABN 80 000 886 680 AFS Licence No. 238292

Preparation date: 15 February 2016

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## WELCOME TO THE SECURITY OF SWANN INSURANCE

### THIS PDS IS IMPORTANT

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001, and it has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

Please read this PDS before you apply for insurance.

This PDS sets out the terms, conditions and limits that apply to the insurance we offer to you. If you have paid the Premium and we accept your application for insurance, your Policy schedule will contain details of the insurance you have taken out. It is your responsibility to make sure that all details contained on the Policy schedule are correct.

Our agreement with you is made up of your application, this PDS, the Policy schedules and any endorsements. Endorsements are notices to confirm any change to your insurance.

Keep this PDS in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase. If you need more information about this insurance, please contact us.

The information in this PDS was current at the time of preparation. However, some information may change from time to time. If a change is significant, we will issue a supplementary PDS or replacement PDS. If a change is not significant, you can obtain a copy of the updated information free of charge by contacting us.

### INTRODUCTION

#### Who is the insurer

Swann Insurance (Aust) Pty Ltd is the insurer, Australian Business Number 80 000 886 680, Australian Financial Services Licence Number 238292. In this PDS Swann Insurance is called 'we', 'us', 'our', or 'Swann Insurance'.

#### Who is insured

The person named as the insured when you applied for this insurance and named on the Policy schedule. In this PDS that person is called 'you' or 'your'. Any other person you authorise to be in control or possession of your Personal Watercraft is also covered by your insurance. If your Personal Watercraft is subject to a finance agreement, the insured also includes your financier, but only to the extent of their interest in your Personal Watercraft.

#### The purpose of this PDS

This PDS has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

#### About this insurance

This insurance cover has been designed for Personal Watercraft's that are:

- for Private use;
- not used for any form of competitive or professional racing;
- not modified other than in accordance with the manufacturer's standard performance, handling and safety specifications;
- in good working condition and without any pre-existing damage;
- stored in a secured area (garage, building, yard or residential yard) or locked to a fixed object when not in use;
- not privately imported into Australia;
- compliant with the marine safety requirements in the relevant State or Territory;
- capable of travelling no faster than 70 knots; and
- used within the Geographical limits of Australian inland waters and within 200 nautical miles of the Australian coastline.

#### How to apply for insurance

Complete our application. If we accept your application for insurance, you will receive a Policy schedule that confirms cover and sets out details of the insurance you have taken out.

If you apply for this insurance and your answers to our questions are entered into our Internet based system, we will provide you with a copy of the questions we have asked and the answers you have provided relating to the assessment of your particular risk.

## IMPORTANT INFORMATION

### General Insurance Code of Practice

Swann Insurance has adopted the General Insurance Code of Practice. 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:

- to commit us to high standards of service,
- to promote better, more informed relations between us and you,
- to maintain and promote trust and confidence in the general insurance industry,
- to provide fair and effective mechanisms for the resolution of Complaints and disputes between us and you, and
- to promote continuous improvement of the general insurance industry through education and training.

If you would like more information about the code, please contact us.

### We rely on the information you provide us

When we agree to insure you, renew or vary your policy or decide on your claim, our decision relies on the accuracy of information you give us.

If that information is not accurate we may reduce a claim, or cancel the policy, or refuse to pay a claim made by you or anyone else insured by this insurance. We therefore ask you to answer honestly, correctly and completely any questions we ask about you, your Personal Watercraft, a claim or any other person insured or to be insured by this insurance.

We do not require you to comply with the general duty of disclosure. We do require you to be truthful, honest and accurate whenever you interact with us in relation to this insurance.

### How we protect your privacy

We use information provided by our customers to allow us to offer our products and services. This means that, from time to time, we will need to collect your personal information, and sometimes your sensitive information, (such as health information and criminal records). We will collect this information directly from you where possible, but there may be occasions when we do collect this information from someone else.

We will only use your information for the purposes for which it was collected, other related purposes and as permitted or as 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 others 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 [www.swanninsurance.com.au/privacy](http://www.swanninsurance.com.au/privacy). Alternatively, contact us at [swann.compliance@swanninsurance.com.au](mailto:swann.compliance@swanninsurance.com.au) and we will send you a copy of our Privacy Policy.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in our 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 will deal with your complaint.

### Authority to act

Swann Insurance has relationships with authorised representatives and other licensees who sell Swann Insurance policies. Swann Insurance may pay remuneration to authorised representatives and other licensees when they sell Swann Insurance policies.

### Your cooling-off period

If you decide that you do not wish to continue with this insurance, you have 21 days after the commencement date of this insurance to request cancellation. To do this, you must advise us via email or by calling us. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

### Costs

The Premium payable by you will be shown on your Policy schedule.

The key factors that influence the Premium calculations are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance.

These include factors relating to:

- the frequency with which claims will occur and the average cost of each claim,
- your age,

- the make, model, and type of your Personal Watercraft,
- the value of your Personal Watercraft,
- the type and value of any accessories fitted to your Personal Watercraft,
- where your Personal Watercraft is usually housed,
- the security and storage of your Personal Watercraft,
- your insurance, accident, and boating history,
- the option you select,
- the level of basic excess you select, and
- payment of your Premium by instalments.

Premiums may be subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Policy schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

### **A discount you may be eligible for – no claim bonus**

Your no claim bonus is based on the number of years you have been licensed to ride a Personal Watercraft and the number of accidents and/or insurance claims in that period.

### **Pay your premium by instalments**

You can pay your Premium by instalments to help spread your payment over the period of your insurance cover.

An administration charge may apply to use this facility. If you do choose to pay your Premium by instalments, your Premium may be more than if you choose to pay by a single annual payment. If you are paying by instalments and an instalment is 14 days or more overdue, we may refuse a claim. We may cancel this insurance if the instalment is one month or more overdue. If we cancel your insurance where an instalment is unpaid, your insurance cover will end on the due date of the first unpaid instalment payment.

## **WORDS THAT HAVE A SPECIAL MEANING**

Some of the words in this PDS have special meanings. These words and their meanings are listed below.

<b>Agreed value</b>	The fixed amount we agree to cover your Personal Watercraft for during the current Period of insurance. The Agreed value must include the value of the trailer you own to tow your Personal Watercraft. The Agreed value is stated on the Policy schedule.
<b>Geographical limits</b>	Your Personal Watercraft is covered whilst being used in Australian inland waters and within 200 nautical miles of the Australian coastline.
<b>Incident</b>	A single occurrence or a series of occurrences, including an accident or a series of accidents, arising out of one event.
<b>Legal liability</b>	The legal responsibility arising out of the use of your Personal Watercraft to pay compensation for death, injury or damage to other people or their property. This includes members of your family. This responsibility only arises if you or the person covered have done something wrong or are at fault.
<b>Market value</b>	The pre-accident retail value of your Personal Watercraft. The Market value will include the pre-accident retail value of the trailer you own to tow your Personal Watercraft. We will determine this amount at the time we assess your claim, having regard to the age and condition of your Personal Watercraft and trailer.
<b>Period of insurance</b>	The period of cover shown on the Policy schedule.
<b>Personal Watercraft</b>	The Personal Watercraft described when you applied for this insurance and shown on the Policy schedule, including its standard equipment and tools which were in or on your Personal Watercraft at the time of purchase.  This also includes: <ul style="list-style-type: none"> <li>• the trailer you described when you applied for this insurance and shown on the Policy schedule, and</li> <li>• accessories (factory fitted or supplied by your Personal Watercraft's manufacturer) and water skiing and aquaplaning items.</li> </ul>
<b>Policy schedule</b>	The most recent schedule (or renewal invitation) we give you describing the terms and conditions that are specific to your insurance. This also includes any amendments we send you in writing.
<b>Premium</b>	The amount you pay for the insurance.
<b>Private use</b>	Your Personal Watercraft is only used for social, domestic and pleasure purposes.
<b>Replacement Personal Watercraft</b>	A Personal Watercraft you have purchased to replace your Personal Watercraft described on the Policy schedule.

<b>Terrorism</b>	Any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
<b>Total loss</b>	In our opinion your Personal Watercraft is unable to be repaired economically or it has been stolen and not found. Where only your Personal Watercraft is unable to be repaired economically and your trailer is undamaged, we will treat this loss as a Total loss.

## YOUR INSURANCE COVER

The cover provided by this insurance may vary from the prescribed standard cover. It is therefore important that you read, retain and understand this PDS.

## WHAT YOU ARE INSURED FOR

Provided you have paid the Premium, and we have accepted your application, we agree to insure you during the Period of insurance for the type of cover stated on the Policy schedule, subject to the terms, conditions and limits of this PDS.

## COVER – DETAIL EXPLANATION

### COMPREHENSIVE COVER

If your Personal Watercraft is accidentally damaged, stolen or burnt anywhere within the Geographical limits, we will at our option either:

- repair your Personal Watercraft, or
- pay you the cost of repairing your Personal Watercraft, or
- pay you the Agreed value or Market value of your Personal Watercraft.

### Additional benefits we will pay

<b>Accessories</b>	<p>If any accessories (factory fitted or supplied by your Personal Watercraft’s manufacturer) or any water skiing or aquaplaning items are accidentally damaged, stolen or burnt, we will at our option either:</p> <ul style="list-style-type: none"> <li>• repair the accessory or item, or</li> <li>• pay you the cost of repairing the accessory or item, or</li> <li>• pay the cost of replacing the accessory or item.</li> </ul> <p>The most we will pay for all accessories and water skiing and aquaplaning items is \$1,500 in the Period of insurance.</p>
<b>Emergency repairs costs if waters enters the motor of your Personal Watercraft</b>	<p>If your Personal Watercraft is submerged and then recovered, we will pay the reasonable costs to:</p> <ul style="list-style-type: none"> <li>• dismantle, clean and oil the motor of your Personal Watercraft,</li> <li>• dry all electrical equipment and instruments of the motor of your Personal Watercraft.</li> </ul> <p>You do not need our authority to take this action if it is an emergency and you are unable to contact us to obtain authority.</p>
<b>Faultless no claim bonus</b>	<p>If your Personal Watercraft is involved in an accident, your no claim bonus rating will not be affected if, in our opinion, you were not at fault for the accident occurring. You must provide us the name and current address of the person who caused the accident, and the registration numbers of any other vessels or vehicles involved in the accident.</p>
<b>Keys and locks</b>	<p>If there is satisfactory reason to believe that keys to your Personal Watercraft have been illegally copied, or the keys to your Personal Watercraft have been lost, damaged or stolen, we will pay up to \$1,000 to replace your Personal Watercraft keys and/or locks.</p>
<b>New Personal Watercraft replacement</b>	<p>If your Personal Watercraft is a Total loss and is less than 3 years old from the original registration we will replace your Personal Watercraft with a new Personal Watercraft provided one is locally available.</p> <p>If your Personal Watercraft has been superseded with a new model and your Personal Watercraft is not available we will replace your Personal Watercraft with the new model provided it is locally available.</p> <p>If your Personal Watercraft is subject to a finance agreement, we will also require the financier’s written consent before we can replace your Personal Watercraft.</p> <p>If we do replace your Personal Watercraft we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.</p> <p>If agreement cannot be reached on a new Personal Watercraft, we will pay you the Agreed value or Market value of your Personal Watercraft, whichever is shown on your Policy schedule.</p> <p>This new Personal Watercraft replacement benefit does not apply to any Personal Watercraft that has been discontinued.</p>

<b>Personal Watercraft recovery costs</b>	If your Personal Watercraft is accidentally damaged, we will pay the reasonable costs of recovering your Personal Watercraft, or any reasonable costs incurred in reducing your loss.
<b>Return of your Personal Watercraft</b>	If your Personal Watercraft is accidentally damaged more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for your Personal Watercraft to be returned to your home if: <ul style="list-style-type: none"> <li>the repairs to your Personal Watercraft are completed in an area more than 100 kilometres from your home, or</li> <li>your Personal Watercraft is returned to your local area for repairs.</li> </ul>
<b>Selling your Personal Watercraft</b>	If you leave your Personal Watercraft at a licensed marine dealership for them to sell we will continue to insure your Personal Watercraft if it is accidentally damaged, stolen or burnt.
<b>Towing and clean up costs</b>	If your Personal Watercraft is accidentally damaged, stolen or burnt, we will pay: <ul style="list-style-type: none"> <li>the cost of moving your Personal Watercraft, including when you are required by a statutory authority to do so: <ul style="list-style-type: none"> <li>to a repairer near the accident site or near where your Personal Watercraft was burnt, or</li> <li>to a repairer near where your Personal Watercraft has been found if it was stolen and damaged, or</li> <li>any other place that we agree to.</li> </ul> </li> <li>the cost of removing your Personal Watercraft debris from the accident site, or where your Personal Watercraft was burnt.</li> </ul>
<b>Trailer</b>	If a trailer carrying your Personal Watercraft is accidentally damaged, stolen or burnt, we will at our option either: <ul style="list-style-type: none"> <li>repair your trailer, or</li> <li>pay you the cost of repairing your trailer, or</li> <li>pay the cost of a replacement trailer.</li> </ul> <p>We will only pay if the trailer was constructed specifically for a Personal Watercraft by a commercial manufacturer.</p>
<b>Voluntary rescue work</b>	If you use your Personal Watercraft in any voluntary rescue work, all covers provided by this insurance will apply.

## Optional additional benefit you can select

### Lay up cover

If you select Lay up cover, your policy schedule will show the months when this cover applies.

During the months where Lay up cover applies no insurance cover will be provided if your Personal Watercraft is not at your risk location, other than if your Personal Watercraft is being taken to, or taken from, a marine dealership for servicing or maintenance.

If you wish to change any months of Lay up cover during the Period of insurance you can request this by contacting us. We will confirm any changes by sending you a new Policy schedule.

Please note that:

- if Lay up cover has been selected in the current month we will allow for it to be removed but only from the date of your request.
- if Lay up cover has not been selected we will only allow for this cover to apply from the subsequent month, and not from the month when you request this.

### THIRD PARTY LIABILITY COVER INCLUDED WITH COMPREHENSIVE COVER

We will cover you for your Legal liability as a result of an Incident during the Period of insurance to pay compensation for loss or damage to someone else's property, or death of or bodily injury to other people.

This loss or damage must be caused by the use of your Personal Watercraft.

We will also pay for your legal costs and expenses when our lawyers act in connection with a claim.

The most we will pay in relation to any one accident under this section of the PDS is \$10 million, including legal costs and expenses.

We will not provide this cover:

- if the damaged property belongs to you or is in your possession or control at the time of the accident.
- if your Personal Watercraft was being operated without your permission at the time of the accident.
- for any liability you agree to accept that would not apply if such an agreement did not exist.
- for property belonging to or in the possession or control of a person operating or using your Personal Watercraft with your permission at the time of the accident.

### **Additional benefit we will pay with Third Party Liability cover**

#### **Accidental discharge, release or escape of fuel or lubricants**

We will cover you or any person allowed by you to control your Personal Watercraft:

- for the costs of cleaning up an accident site, and
- against Legal liability for physical damage to property,

caused by accidental discharge, emission, spillage or leakage upon or into waters or land of oil or petroleum products provided the discharge, emission, spillage or leakage does not arise from your wilful misconduct or the wilful misconduct of any person allowed by you to control your Personal Watercraft.

This additional benefit excludes:

- death, bodily injury or illness,
- contractual or assumed liability,
- any loss of use or consequential loss,
- fuel or lubricants not being used in connection with the operation of your Personal Watercraft at the time of loss, and
- breach of any Federal, State or local legislation regulating or controlling the discharge, emission, spillage or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, emission, spillage or leakage.

We will pay no more than \$250,000 for any one accident or series of accidents caused by the one event including legal expenses for this additional benefit.

### **Optional additional benefit you can select with Third Party Liability cover**

#### **Water skiers or aquaplaning liability**

If you have selected this optional additional benefit we will provide additional cover for you or an authorised user and the person acting as an observer against Legal liability for:

- accidental death or bodily injury to a water skier or aquaplaner towed by your Personal Watercraft. This also applies to you.
- accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your Personal Watercraft.
- accidental damage to another person's property caused by a water skier or aquaplaner being towed by your Personal Watercraft.

We will also cover a water skier or aquaplaner towed by your Personal Watercraft against the water skier's or aquaplaner's Legal liability to others for:

- accidental death or bodily injury to a person,
- accidental damage to property other than your Personal Watercraft,

caused by the water skier or aquaplaner whilst being towed by your Personal Watercraft.

We will not provide cover arising out of:

- water skiing or aquaplaning when there is no legally competent observer in addition to the driver on board your Personal Watercraft at the time of the accident.
- water skiing or aquaplaning when an aerial device or ski ramp is being used.
- competition water skiing.
- towing or using air chairs.
- towing of any person with your Personal Watercraft that breaches any statutory regulation.
- towing any device not professionally designed and manufactured for the purpose of being towed behind your Personal Watercraft.

If you have selected this optional additional benefit your Policy schedule will show "Including Water skiers or aquaplaning liability".

## WHAT YOU ARE NOT INSURED FOR

### Comprehensive cover does not cover:

- the cost of repairing existing damage which your Personal Watercraft had prior to an Incident which results in a claim.
- the cost of repairing faulty workmanship or incomplete repairs previously carried out on your Personal Watercraft prior to an Incident which results in a claim, unless you are claiming under the terms of our repair guarantee.
- wear and tear, depreciation or corrosion.
- any loss as a consequence of you being unable to use your Personal Watercraft, including the cost of hiring another Personal Watercraft (except as described under the Additional benefit - Towing and clean up costs).
- damage to tyres caused by punctures, bursting, cuts or brake application.
- the cost of any repairs to your Personal Watercraft that have been carried out without our permission.
- any Incident resulting in a claim while your Personal Watercraft was in an unsafe or unseaworthy condition that is known or could reasonably be expected to have been known by you, and that condition contributed to the accident.
- loss or damage caused by lack of maintenance.
- loss or damage to your Personal Watercraft motor caused by or resulting from overheating and/or seizure, unless caused by an external blockage.
- the costs of improving or altering your Personal Watercraft.
- loss or damage caused by any process of cleaning involving chemicals.
- loss or damage to water ski equipment, aquaplaning equipment or other sports equipment whilst in use.
- loss or damage caused by failure to properly safeguard your Personal Watercraft after it was stolen and found, or after it has broken down, or after an accident.
- loss or damage deliberately caused by you or a person using your Personal Watercraft with your permission, a person acting on your instructions or on the instructions of a person using your Personal Watercraft with your permission.
- loss or damage caused to your Personal Watercraft as a result of legal seizure.
- financial, emotional, sentimental, or psychological loss because you cannot use your Personal Watercraft.
- loss or damage caused by war, warlike activities, civil disturbance, nuclear waste or any nuclear material.
- loss or damage caused by any person insured by this insurance stealing, absconding or otherwise misappropriating or maliciously damaging your Personal Watercraft.
- loss or damage to any component, part or accessory of your Personal Watercraft that occurs while the component, part or accessory has been removed from your Personal Watercraft.
- any costs associated with locating, importing or transporting parts as a result of a claim, where such parts are not normally available from your Personal Watercraft's manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that we will pay in relation to any such part will be the lesser of:
  - the manufacturer's most recent Australian list price.
  - the list price of the closest equivalent part available in Australia.
  - the actual cost of having a new part made in Australia.
- contamination by chemical and/or biological agents which results from an act of Terrorism.

### Third Party Liability cover does not cover:

- any Legal liability arising out of an Incident which has not occurred during the Period of insurance.
- any Legal liability arising out of your Personal Watercraft being carried on or attached to a vehicle accidentally falling off or becoming detached from the vehicle.
- any Legal liability arising out of you or an authorised user deliberately causing an accident.
- any Legal liability arising out of any sporting activity. We will cover the use of your Personal Watercraft for Water skiing and aquaplaning if you have requested this cover and your Policy schedule shows "Including Water skiers or aquaplaning liability".
- any person against Legal liability for death of or injury to their employee arising out of or in the course of the employee's employment with that person.
- any Legal liability imposed by any legislation in respect of work-related injury compensation or any industrial award, determination, agreement or other like instrument.
- Legal liability for loss of or damage to property owned by you or in your physical or legal control or owned by any person using your Personal Watercraft or in that person's physical or legal control.
- Legal liability for a disease that is transmitted by you or anyone using your Personal Watercraft.
- Legal liability imposed by a contract on you or a person covered by this insurance unless the liability would have arisen if the contract had not been entered into.
- any fines or penalties or aggravated, punitive or exemplary damages.
- any relief or recovery, other than monetary amounts.

**We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an Incident resulting in a claim your Personal Watercraft:**

- was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation.
- was being used for hire, rider instruction or conveyance of passengers, for fare or reward.
- was being used or tested in preparation for any water sports.
- had been modified from the manufacturer's specifications, unless we had agreed to cover it.
- was unseaworthy or in an unsafe condition at the time of the accident and you knew, or should have known that it was unseaworthy or in an unsafe condition.
- was unregistered at the time of the accident.
- was stolen whilst being tested by a prospective purchaser.
- is damaged by a:
  - bushfire or grassfire, or
  - named cyclone,

within 48 hours of the start date of your policy, unless:

- you took out insurance with us immediately after another insurance policy covering the same Personal Watercraft ended, without a break in cover, or
- you had entered into a contract of sale to purchase your Personal Watercraft, or a contract to lease your Personal Watercraft, and took out your insurance with us for your Personal Watercraft prior to taking possession of your Personal Watercraft.

## GENERAL EXCLUSIONS

**This insurance does not cover any Incident resulting in a claim where at the time of the Incident the rider or the person in charge of your Personal Watercraft, or last in charge of your Personal Watercraft:**

- were under the influence of alcohol or drugs.
- were in excess of the statutory prescribed legal limit for blood alcohol content.
- refused to take a test for alcohol or drug content.
- were not licensed to ride your Personal Watercraft.
- have made any admissions, offers of settlement or attempted to defend any claim without our written consent.
- fail to comply with all obligations that by law you are required to comply with following an Incident that may result in a claim.
- were carrying a load or towing illegally, in an unsafe condition or in excess of the maximum weight specified by your Personal Watercraft's manufacturer.
- were using your Personal Watercraft for an illegal purpose.
- are not truthful in any statement made in connection with a claim.
- have not taken reasonable precautions to avoid the Incident.
- did not immediately make a report to Police when you suspect that your Personal Watercraft or items attached to your Personal Watercraft have been stolen.
- fail to report the accident to the relevant Maritime authority or Police or remain at the scene of the accident long enough for interested persons to attend.

## YOU CANNOT GIVE YOUR RIGHTS AWAY

You cannot give anyone else an interest in this insurance without our written consent.

## WHAT YOU ARE REQUIRED TO DO FOR US

Failure to do any of the following things may affect our decision to continue your insurance cover, or we may refuse or reduce a claim. Changes to your Personal Watercraft or circumstances of the risk may also affect our decision to continue your insurance cover.

- You must pay us the Premium for this insurance.
- You must tell us as soon as possible of any changes to:
  - the address where your Personal Watercraft is normally kept.
  - the use of your Personal Watercraft.

- You must tell us as soon as possible of any:
  - boating or criminal offences you have committed.
  - licence suspension, cancellation or any restriction by endorsement;
  - modifications that are made to your Personal Watercraft;
  - accessories that are added to your Personal Watercraft.
- You must take reasonable precautions to prevent anything which could result in a claim under this insurance.
- You must keep your Personal Watercraft, its trailer, and your water skiing and aquaplaning equipment in good condition.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You and anyone who is insured by this insurance must comply with the conditions of this insurance.

## YOUR SUM INSURED

If you wish to insure your Personal Watercraft for Market value your Personal Watercraft's value is based on the value as described in the publication 'Glass's Guide Autocomplete' by Glass's information Services Pty Ltd. ABN 44 004 382 478.

If you wish to insure your Personal Watercraft for Agreed value including all the accessories, the value is nominated at the commencement of each Period of insurance, and remains the same value throughout that period. You should review your Agreed value prior to each renewal of your insurance cover.

The most we will pay is the Agreed value or Market value as stated on your Policy schedule.

## HOW TO MAKE A CLAIM

You can lodge a claim through our web site [www.swanninsurance.com.au](http://www.swanninsurance.com.au), or you can contact us on 1300 657 318 for a claim form, as soon as something happens that you believe you can claim for.

You must complete a claim form and return it to us immediately following an Incident occurring that may result in a claim on this insurance. If we do not receive your completed claim form within 14 days of such an Incident, we may refuse a claim or reduce the amount we pay for a claim.

We ask that you provide all reasonable assistance when requested in relation to your claim. You must give us the information and assistance we reasonably request and any information you give us must be honest, correct and complete. We may also require other documentation or statutory declarations from you depending on the circumstances of your claim. Where this is required, we will ask for it. Any communication from other parties involved must be referred to us.

## WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

### PREMIUM

You must pay the full annual Premium (this includes any remaining instalments that are payable in the current Period of insurance) before we make any payments in relation to a claim on this insurance.

### EXCESS

If you make a claim, the excess is the first amount you must pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the excess has been paid in full.

There are 2 types of excess:

- Basic excess
- Theft excess

The excess you must pay is the total of these excess amounts added together unless otherwise stated.

The amount of your excesses is shown on your Policy schedule.

TYPE OF EXCESS	DESCRIPTION
<b>Basic excess</b>	The basic excess is the standard excess applicable to you. This is the basic excess you must contribute towards each claim. The amount of your basic excess will be stated on your Policy schedule.
<b>Theft excess</b>	The theft excess must be paid in the event your Personal Watercraft is stolen. The amount of the theft excess will be stated on your Policy schedule.

You can alter your Premium by altering your basic excess.

## **WHEN AN EXCESS WILL NOT APPLY**

There are some circumstances where an excess will not apply.

You will not have to pay an excess for any claims if, in our opinion:

- you were not to blame for the accidental damage caused, and
- you give us the name and address of the rider or driver of the other vessel or vehicle and the registration number of the other vessel or vehicle.

## **REPAIRING YOUR PERSONAL WATERCRAFT**

In most cases, where your Personal Watercraft is damaged, it will be able to be repaired. We will ensure the repairs are carried out properly.

### **REPAIR GUARANTEE**

We will guarantee the quality of workmanship and materials on authorised repairs, including any sub-let repairs, for the life of your Personal Watercraft at no extra cost to you, while your Personal Watercraft is under your ownership.

### **WHO REPAIRS YOUR PERSONAL WATERCRAFT**

To have your Personal Watercraft repaired:

- we may ask you to get a quotation from a Personal Watercraft repairer whom we may nominate.
- we will decide which repairer is to repair your Personal Watercraft.

Parts used in repairing your Personal Watercraft will be compatible with the age and condition of your Personal Watercraft and may be:

- manufactured by other than your Personal Watercraft's manufacturer, or
- recycled.

## **CLAIM RECOVERY**

If you make a claim on this insurance for an Incident that in our opinion was not your fault, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name and you must cooperate with us and give us any information we may require. We will pay for any legal expenses.

## **BASIS OF SETTLEMENT**

Where we make a payment under this insurance for the acquisition of goods and services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this insurance as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

## **PAYING THE AGREED VALUE, MARKET VALUE OR REPLACING YOUR PERSONAL WATERCRAFT**

If your Personal Watercraft is a Total loss and we decide to replace it, or we pay you the Agreed value or Market value, whichever is shown on your Policy schedule, your Personal Watercraft including the trailer and any accessories become our property.

If we pay you the Agreed value or Market value, whichever is shown on your Policy schedule, or replace your Personal Watercraft, this insurance will cease and no refund of Premium will be available.

## **MAKING CHANGES TO THIS INSURANCE**

### **CHANGING PERSONAL WATERCRAFTS**

If you purchase a Replacement Personal Watercraft valued at \$40,000 or less, this insurance will provide the same cover for the Replacement Personal Watercraft for a maximum of 14 days from the time of purchase, provided you advise us of the Replacement Personal Watercraft details within this period. If you wish to continue cover for your Replacement Personal Watercraft with us after the 14-day period, you must contact us and confirm continuation of cover. If we do continue the cover, we will advise you of any change to the Premium and/or terms of the insurance. If you do not contact us and confirm continuation of cover with us, your Replacement Personal Watercraft will not be insured with us after the 14-day period has ended.

If you do not give us the details of the Replacement Personal Watercraft within this period, cover will only be provided for your Personal Watercraft described on the Policy schedule.

If you do not dispose of your Personal Watercraft described on the Policy schedule when you purchase a Replacement Personal Watercraft, we will provide cover for both your Personal Watercraft described on the Policy schedule and the Replacement Personal Watercraft for up to 14 days.

Cover for your Personal Watercraft described on the Policy schedule will cease when you dispose of your Personal Watercraft.

If you purchase a Replacement Personal Watercraft valued at more than \$40,000, cover will not be provided for the Replacement Personal Watercraft until you notify us of the Replacement Personal Watercraft details and we agree to provide cover for the Replacement Personal Watercraft.

If you dispose of your Personal Watercraft and don't tell us, this insurance will cease without notice to you.

## CANCELLING THIS INSURANCE

### CANCELLATION BY YOU

If you decide that you do not wish to continue with this insurance, you can request cancellation at any time by mail, by email or by calling us.

If you do request cancellation, we will retain an amount from the Premium you have paid to cover the time that the insurance had been in force and our cancellation fee of \$50. The amount we retain will also be adjusted for the months where you have selected Lay up cover.

We will refund the balance to you.

If we receive your cancellation request within 21 days from the insurance start date and you have not made a claim on this insurance, we will refund your Premium in full.

If your Personal Watercraft is subject to a finance agreement, we may need the financier's permission before we can cancel your insurance.

### CANCELLATION BY US

We may cancel this insurance where circumstances described in insurance legislation allow us to do so.

If we cancel this insurance, we will retain an amount from the Premium that you have paid to cover the time that the insurance had been in force. We will refund the balance to you. The amount we retain will also be adjusted for the months where you have selected Lay up cover.

## COMPLAINT AND DISPUTE HANDLING PROCESS

Swann Insurance has a well-deserved reputation for providing quality products, good customer service and settling claims promptly and equitably.

However, if you are not satisfied with:

- one of our products,
- our service,
- our sales and marketing,
- changes made to your Premium or no claim bonus (if applicable),
- declined insurance,
- the service of our representatives or service providers,
- your claim,
- our handling of your personal information, or
- any other matter,

we have a process to help if you wish to make a complaint.

### THE PROCESS

The first thing you should do is call us on 1300 307 926.

If the staff member you speak to cannot help, your complaint will be automatically referred to a manager who will review it and respond to you. The response will usually be provided within 15 business days from when you made your complaint to the manager.

If the manager cannot resolve your complaint you can request the complaint be referred to an internal Dispute Resolution Officer (DRO). The DRO will treat your complaint as a dispute. They will conduct a review of your dispute and provide you with a decision, usually within 15 business days. Our Dispute Resolution Procedure is completely free of charge to all of our customers.

If you do not agree with the DRO's decision, you may wish to seek an external review of the decision. The DRO's letter outlining their decision will provide you with information on external review option(s), including, if appropriate, referring you to the dispute resolution scheme run by the Financial Ombudsman Service Australia (FOS). The FOS is administered by the Financial Ombudsman Service Limited ABN 67 131 124 448. The FOS is an external body that is independent of Swann Insurance. Your complaint should be put in writing and addressed to:

Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 367 287  
Email: [info@fos.org.au](mailto:info@fos.org.au)

It will deal with all enquiries and disputes and make its decision at no cost to you.

If your dispute is about our collection, use, disclosure of, or access to your personal information, you may refer the matter to the Australian Privacy Commissioner who will investigate your concerns and make a decision at no cost to you.

Contact us if you need any help in understanding how our complaint and dispute handling procedure operates. Swann Insurance also has brochures available explaining the dispute resolution process in more detail.

## FINANCIAL CLAIMS SCHEME

This Policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS entitles certain persons, who have valid claims in connection with protected policies, to be paid certain amounts by APRA in the event that an insurer becomes insolvent. Information about the FCS can be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or by calling APRA on 1300 55 88 49.

## HOW TO CONTACT US

### Swann Insurance (Aust) Pty Ltd

ABN 80 000 886 680

#### Mailing address:

PO Box 14459 Melbourne VIC 8001

#### Phone numbers:

Claims: 1300 657 318

Policy enquiries: 1300 307 926

#### Fax numbers:

Claims: 1300 363 419

Policy enquiries: 1300 720 380

#### Email:

Claims: [swann.pwc.claims@swanninsurance.com.au](mailto:swann.pwc.claims@swanninsurance.com.au)

Policy enquiries: [info@swanninsurance.com.au](mailto:info@swanninsurance.com.au)

Internet: [www.swanninsurance.com.au](http://www.swanninsurance.com.au)