

An aerial photograph of a white motor yacht floating in clear, turquoise water. The yacht is positioned in the lower right quadrant of the image. In the background, there is a rocky coastline with some vegetation and a large, prominent mountain or island in the distance under a clear sky. The entire image is framed by a large, light blue diagonal shape that cuts across the top left and bottom right corners.

# Target Market Determination

Boat Insurance

# Boat Insurance Target Market Determination (TMD)

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<b>Product TMD applies to:</b>	New Wave Boat Insurance PDS issued by Hiller Marine Pty Limited dated October 2021 (incorporating any applicable Supplementary Product Disclosure Statement) ( <b>PDS</b> ) in relation to cover provided to retail clients.
<b>TMD made by the Issuer/Insurer</b>	The PDS and this TMD is issued by Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ABN 84 600 643 034, AFS Licence No. 466713 as set out in the PDS (the <b>insurer/issuer/we, us, our</b> ) through our underwriting agent Hiller Marine ABN: 88 611 606 029 CAR 1241503 who is a Corporate Authorised Representative of SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313 SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313.
<b>TMD date</b>	05/10/2021
<b>Important information about this TMD</b>	<p>The Corporations Act requires us to make this TMD and include certain information in it. Any terms used in this TMD that are defined in the Corporations Act have the same meaning as in that Act.</p> <p>This TMD is not intended to be a consumer facing disclosure document and does not form part of the terms of the product.</p> <p>Any information or examples given in the TMD must not be read as a complete list of eligibility or the standard terms and conditions and limitations that apply to the product.</p> <p>A retail client must refer to the PDS and other policy documents to understand the terms and conditions of the product that will apply and any retail client must refer to the PDS before deciding whether to purchase the product. The PDS is available at <a href="http://www.newwavemarine.com.au/boat-insurance">www.newwavemarine.com.au/boat-insurance</a> if you have purchased this policy directly or at <a href="https://marinebind.com/">https://marinebind.com/</a> if you are an insurance broker. Any terms used in this TMD have the same meaning as defined in the PDS.</p> <p>This TMD does not consider any person's individual needs, objectives or financial situation and does not provide financial product advice or recommendation on the cover.</p>

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## Who is our target market for the product?



Some of the key characteristics of a person in the target market for this product are:

- ✔ a boat owner who is:
  - using their boats for private, recreational purposes only
  - using their boat within 250 nautical miles from the Australian mainland or Tasmania
  - regularly servicing and maintaining their boat
  - is otherwise a person we are prepared to insure;
- ✔ an individual whose boat is seaworthy

However, a person is only in our target market for this product where they meet the eligibility criteria for the issue (including new business, renewals and variation as applicable) of the product that has been approved by us in writing (**Approved Eligibility Process**). We advise as part of the Approved Eligibility Process if a person is eligible or not.

As part of the eligibility criteria, a person must:

- ✔ want cover for the type of person(s), property; usage; and loss, damage and/or liability, (as applicable) we can agree to provide cover for under our underwriting rules, subject to the excess(es), terms, conditions, limits, exclusions that apply; and
- ✔ be able to confirm they:
  - can afford the premiums and be able to make payments using the payment options available; and
  - can afford to pay the excess amount(s) we offer and are happy for the applicable excesses to apply (see the PDS for more details).

## Examples of who isn't in our target market



By way of example and at a very high level only, **a person won't be in the target market** if they:

- × are:
  - using their boat for commercial purposes;
  - using or plan to use their boat more than 250 nautical miles from the Australian mainland or Tasmania;
  - not regularly servicing and maintaining their boat;
- × own a boat that is not seaworthy;
- × already have cover under other insurance that covers the same risks as this insurance to a level they are happy with;
- × don't believe they can afford to pay the price or for whom the payment options are not suitable;
- × don't believe they can afford to pay the excess amount(s) we offer or don't want an excess to apply, where these excesses apply (see the PDS for more details);
- × does not want to contribute for New-for-Old replacement parts and repairs on partial loss claims (because of unavailability of parts or otherwise);
- × want cover for types of loss or damage that we exclude (See PDS for full details), such as:
  - wear and tear, osmosis, deterioration, vermin, marine and non-marine infestations or organisms, weathering including sunlight, dampness or normal wetting;
  - rot, mould, rust or other forms of corrosion;
  - Parasailing;
  - loss or damage to Third Party property arising from the Trailer being towed by, breaking away from, or accidentally becoming detached from the towing vehicle;
  - Legal Liability under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
  - the Legal Liability of any tradesperson or company engaged by You for the repair, service or maintenance of Your Boat;
- × do not want their claim to be settled in accordance with "What We Will Pay" under Section 1 of the PDS applicable to the cover. By way of limited example only, under Section 1 if Your Boat is insured on an Agreed Value basis We will pay You the Agreed Value of Your Boat as stated in the Policy Schedule. We will not pay for any unrepaired Damage in addition to an Actual Total Loss or Constructive Total Loss.

Where a person falls within our target market, this does not mean that the cover is right for their individual needs, objectives and financial situation. We do not consider this and a person needs to consider the PDS and other information provided by us (and/or seek professional advice) before deciding.

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**Any conditions and restrictions on retail product distribution conduct in relation to the product, other than a condition or restriction imposed by or under another provision of the Corporations Act (Distribution Conditions)**

The product under this TMD may only be issued by our agent Hiller Marine.

Hiller Marine can distribute the product directly to retail clients. Hiller Marine will also consider applications by retail clients made through insurance brokers acting on their behalf (that hold an Australian Financial Services Licence for dealing services in relation to general insurance and meet acceptability criteria agreed to by us or SURA).

Cover can only be issued to a retail client by and through Hiller Marine where they meet the eligibility criteria for the issue (including new business, renewals and variation as applicable) of the product that has been approved by us in writing (**Approved Eligibility Process**).

Any Regulated Person acting on our behalf must not engage in retail distribution conduct unless they have been authorised in writing by us to do so and this authority has not been cancelled or suspended.

A Regulated Person must not engage in retail distribution conduct in relation to this product if we have notified them or they are aware that, the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act or has been replaced or the product has been suspended or is no longer offered.

Subject always to the above, any other conditions and restrictions on retail product distribution conduct in relation to the product that we have agreed with a Regulated Person in writing, other than a condition or restriction imposed by or under another provision of the Corporations Act.

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**TMD Review**

The TMD will be reviewed within 12 months from the date of this TMD and subsequently every 48 months unless agreed otherwise after the end of the previous review. We will also review the TMD within 10 business days of becoming aware of a Review Trigger specified below and where otherwise required by law.

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**Review Triggers**

These are an event or circumstance that is identified to or by us as part of our Product Governance Framework (or otherwise), including:

- the nature and number of complaints, complaints data and trends;
- customer feedback and testing;
- number of cancellations and lapses of the product;
- data on product claim ratios, the number, nature and magnitude of claims paid, denied and withdrawn and average claim duration;
- information received by and in relation to distributors;
- feedback from a regulator such as ASIC or APRA or other interested parties such as the Insurance Council of Australia and Code Governance Committee;
- changes to information or circumstances we took into account when developing the TMD, such as changes to the Approved Eligibility Process, underwriting guidelines, pricing, or reinsurance requirements or the number of policies sold, including penetration rates; or
- any significant dealings that are inconsistent with the TMD,

that reasonably suggests that it is no longer reasonable for us to conclude that if the cover were to be issued:

- to a retail client in accordance with the Distribution Conditions, it would be likely that the retail client is in our target market; or
  - to a retail client in our target market, it would likely be consistent with the likely objectives, financial situation and needs of the retail client.
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## Regulated Persons Reporting

In relation to reporting:

- Hiller Marine must report to us; and
- Regulated Persons (other than us or Hiller Marine) who have engaged in retail product distribution conduct in relation to the product covered by the TMD (e.g. insurance brokers acting for the retail client) must report to Hiller Marine (or such alternative we otherwise notify in writing),

(both referred to as '**you**' below) the following information by the time specified:

- Information on when cover was issued to a retail client that was ineligible for cover in accordance with the Approved Eligibility Process and reasonable details on the circumstances related to this.

To be reported as soon as practicable and in any case within 10 business days, after you become aware of the matter.

- Information on the number of complaints you have received about the product in the month (including if nil) and reasonable details on the circumstances related to the complaint (unless we already have access to such details).

To be reported within 14 business days of the end of each month or such other period of time otherwise agreed in writing between us and you that is reasonable having regard to the matters specified in ss994B(7) of the Corporations Act.

- Information on any significant dealings by you that are inconsistent with the TMD and reasonable details on the circumstances related to this.

To be reported as soon as practicable and in any case within 10 business days, after you become aware of the matter.

- Information as agreed by you in writing with us that would reasonably to enable us to promptly identify Review Triggers or other events and circumstances that have occurred which would reasonably suggest the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act.

To be reported within the time frames agreed for each type of information that are reasonable having regard to the matters specified in ss994B(7) of the Corporations Act.

- Information identified to or by you that would reasonably suggest to you that the TMD is no longer appropriate in accordance with ss994B(8) of the Corporations Act.

To be reported as soon as practicable and in any case within 10 business days, after you form the view.

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**NSW**

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Telephone: 02 9930 9500

Hiller Marine acts as an agent for Berkshire Hathaway and is authorised to arrange, enter into/ bind and administer this insurance on their behalf.

New Wave Marine is a Trading Name of Hiller Marine ABN: 88 611 606 029 (CAR 1241503) who is a Corporate Authorised Representative of SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313

Thank you for receiving this document electronically. New Wave Marine supports positive initiatives for our environment.

HMNWBITMD V1 10-2021