

New Wave Pleasurecraft

Combined Policy Wording and
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374



Marine

Powered by  **AGILE.**

Coverholder at **LLOYD'S**

NEW WAVE PLEASURECRAFT

POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 1st June 2018

Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

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PART A - POLICY DISCLOSURE STATEMENT

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We have simplified Our contact points so You can easily get in touch with Us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including Policy questions and coverage, and Policy amendments. Any questions, just call or email.	1300 705 031 help@agileunderwriting.com
Cancelling Your Policy. You can cancel Your Policy at any time.	1300 705 031 cancel@agileunderwriting.com
Making a claim online. You can claim directly through Our online portal.	agileunderwriting.com/how-to-claim support.agileunderwriting.com
Making a claim. Get in touch straight away and We can help.	1300 705 031 claims@agileunderwriting.com
Making a complaint. If You are not happy...We want to know.	1300 705 031 complaints@agileunderwriting.com

2. ABOUT AGILE UNDERWRITING SERVICES

Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (**AGILE**) is a coverholder at Lloyd's and manages this Policy that is underwritten by Certain Underwriters at Lloyd's.

In this Product Disclosure Statement, "We", "Us", "Our" means **Agile Underwriting Services Pty Ltd**. Our contact details are:

Head Office: Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Postal Address: Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Telephone: 1300 705 031
E-mail: service@agileunderwriting.com
Website: www.agileunderwriting.com

3. ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

More information can be found at www.lloyds.com.

4. ABOUT THIS POLICY

Your Policy Schedule

Your Policy Schedule contains important details about Your Policy such as the Period of Insurance, Your Premium, what cover options and Excesses will apply, and any changes to the Policy wording.

What makes up Your premium

Your Premium is determined by a number of factors and of course, the higher the risk is, the higher the Premium. Your Premium also includes amounts that We are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to Your Policy. You will find these amounts on Your Policy Schedule.

5. IMPORTANT INFORMATION ABOUT THIS POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

This document is a PDS and is also Our insurance Policy Wording.

This document contains important information required under the Corporations Act 2001 (Cth) (the Act) and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

It is important that You carefully read and understand this document before making a decision. Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

In return for You paying Us a Premium, as set out in Section 7, We insure You for the events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions of Your Policy. Please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim.

Cooling off period

If You decide that this Policy does not meet Your needs for whatever reason, and You have not made a claim, You can cancel the Policy within 21 days of the start of Your Policy. You will receive a full refund of any Premiums paid (less any taxes or duties We cannot cover).

Check Your documents

It is important that You check all the details on the documents We send You. If You notice an error or if You have a question, please contact Us at www.agileunderwriting.com/contact. If You find You need to change the cover for whatever reason, get in contact with Us.

General Insurance Code of Practice

We are a signatory to the Australian General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

6. YOUR DUTY OF DISCLOSURE

What You must tell Us

We will ask You various questions when You apply for cover. When You answer those 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. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a claim 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 commenced.

7. GENERAL CONDITIONS

Commencement and Period of Insurance

Your Policy begins on the commencement date or on the latest renewal date, whichever is the later, and unless stated otherwise in the Schedule, continues for one (1) calendar year (being the Period of Insurance) after which time it expires, or until it is cancelled.

Renewal of Your Policy

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the Total Sum Insured amounts to ensure the Boat is insured for its full value, to ensure that You are properly covered in the event of a major loss.

Please note that You need to comply with Your Duty of Disclosure before each renewal.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy. If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

Jurisdiction and Law & Practice

This Policy is subject to Australian Law, including the Marine Insurance Act 1909 and the Insurance Contracts Act 1984 as applicable. It is also subject to Australian jurisdiction.

Australian Currency

Unless shown elsewhere in the Policy or Schedule, all payments by You to Us and Us to You or someone else insured under Your Policy will be in Australian dollars.

8. CANCELLATION OF YOUR POLICY

Your Policy may be cancelled in one of two (2) ways:

When You can cancel

You can cancel Your Policy at any time by emailing Us at cancel@agileunderwriting.com or calling 1300 475 092.

If You:

- (a) pay Your Premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your Premium in advance.
- (b) do not pay Your Premium by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day We receive Your notice of cancellation. We will refund the Premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any Premium if We have paid or are obliged to pay a claim under Your Policy.

When We can cancel

We may cancel the Policy by informing You in writing, subject to any relevant law. We will give You this notice in writing to Your intermediary or to Your address last known to Us.

If We cancel, We will refund the Premium for Your Policy less an amount to cover the period for which You were insured.

9. CLAIMS

Refer to Section 8 of the Policy Wording in respect to what You need to do in the event of a claim.

Making claims after Your Policy is cancelled

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the loss occurred during the period you were insured and before the date of cancellation.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 (UK) OR OTHER SUBSTANTIVELY SIMILAR LEGISLATION EXCLUSION CLAUSE

No benefit of this insurance is intended to be conferred on or enforceable by any party other than the Assured, save as may be expressly provided for herein to the contrary. This insurance may, by agreement between the Assured and the Insurers, be rescinded or varied without the consent of any third party to whom the enforcement of any terms have been expressly provided for.

11. COMPLAINTS AND DISPUTE RESOLUTION

AGILE takes the concerns of its customers very seriously. **AGILE** has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 475 092 or complaints@agileunderwriting.com. To assist **AGILE** with Your enquiries, please provide Us with Your claim or Policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. **AGILE**'s complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of **AGILE**'s products or services and You wish to lodge a complaint, please contact Us at:

Postal address: The Complaints Officer
Agile Underwriting Services Pty Ltd
Level 5, 63 York St, Sydney NSW 2001

Telephone: 1800 815 675

Facsimile: (+61 2) 9335 3467

Email: complaints@agileunderwriting.com

We will respond to Your complaint within fifteen (15) business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be treated as a dispute and referred to **AGILE**'s dispute resolution team at:

Postal address: Internal Dispute Resolution Service
Lloyd's Australia Limited
Level 9, 1 O'Connell Street Sydney NSW 2000

Telephone: (+61 2) 8298 0783

Facsimile: (+61 2) 8298 0788

Email: idlaustralia@lloyds.com

When You lodge Your dispute with Lloyd's, they will usually require the following information:

- (a) Name, address and telephone number of You or the person making a claim;
- (b) The type of insurance policy involved;
- (c) Details of the Policy concerned (Policy and/or claim reference numbers, etc.);
- (d) Name and address of the insurance intermediary through whom the Policy was obtained;
- (e) Details of the reasons for lodging the complaint;
- (f) Copies of any supporting documentation You believe may assist Lloyd's in addressing Your dispute appropriately.

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- (i) Where Your complaint is eligible for referral to the Australian Financial Ombudsman Service (FOS), Your complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with Your dispute.
- (ii) Where Your complaint is not eligible for referral to the Australian FOS, Lloyd's Australia will refer Your complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with You.

How long will Stage 2 process take?

Your complaint will be acknowledged in writing within five (5) business days of receipt, and You will be kept informed of the progress of Lloyd's review of Your complaint at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your complaint within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

Stage 3 - External Dispute Resolution

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Financial Ombudsman Service (FOS) for review. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

Postal address: Financial Ombudsman Service
GPO Box 3, Melbourne VIC 3001

Telephone: 1300 780 808

12. UPDATING OUR PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us on 1300 475 092.

We will issue You with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

13. PRIVACY STATEMENT

At **AGILE**, We are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth). We use Your personal information to assess the risk of and provide insurance and other insurance services to service Your Policy. We may use Your contact details to send You information and offers about products and services that We believe will be of interest to You. If You do not provide Us with full information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute.

If You provide Us with information about someone else You must obtain their consent to do so.

We provide Your information to the insurer We represent when We issue and administer Your Policy. We are part of the Agent Zero Group and may provide Your information to the entity that provides Us with business support services.

We may also provide Your information to Your broker and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure that they comply with the Privacy Act. Our Privacy Policy contains information about how You can access the information We hold about You, ask Us to correct it, or make a privacy related complaint. You can obtain a copy from Our Privacy Officer by telephone 1300 475 092 email (privacy@agileunderwriting.com) or by visiting Our Website (www.agileunderwriting.com). By providing Us with Your personal information, You consent to its collection and use as outlined above and in Our Privacy Policy.

14. WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions section of Part B of the Policy Wording. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

PART B - POLICY WORDING

DEFINITIONS

1. **Accident** or **Accidental** means a sudden and unforeseen Occurrence causing physical loss or Damage or Legal Liability that is not intended or expected by You. This includes a series of Accidents arising out of the same Occurrence.
2. **Agreed Value** means the value of Your Boat that You and We have agreed at the time of insuring Your Boat or at any renewal and which is specified in the Policy Schedule. Unless We agree in writing, the Agreed Value shall not exceed 15% of the Market Value of the Boat at the time of attachment.
3. **Anywhere in Australia** means:
 - 3.1 whilst afloat on inland and coastal waters anywhere within 250 nautical miles off mainland Australia and Tasmania;
 - 3.2 while ashore including on slipways or in dry-docks in Australia for the purposes of slipping, haul out or whilst under repair or whilst in storage;
 - 3.3 whilst in transit by sea or on land in Australia, provided the transit is by purpose built trailer, transporter, cradle or beach trolley that is designed for the transit of Your Boat, unless a restriction applies and is stated in the Policy Schedule;

when Your Boat is embarking on an overseas voyage this Policy will cease from the time that Your boat clears Australian Customs & Immigration. On Your return from an overseas voyage, any remaining cover under this Policy recommences from the time Your Boat clears Australian Customs & Immigration.
4. **Boat** means the Boat described in the Policy Schedule comprising of:
 - the Hull;
 - its Motor(s), including fuel tanks (unless they form part of the Hull);
 - Equipment and Accessories;
 - sails, masts, spars, standing and running rigging;
 - its Tender and Trailer.
5. **Burglary** means Theft following violent and forcible entry into or exit from the Boat or building, reported to the Australian police.
6. **Constructive Total Loss** means where there has been an Accident causing loss or Damage to Your Boat and it is reasonable under the circumstances for You to abandon the Boat, or where the cost of saving the Boat or repairing the Boat would exceed the Total Sum Insured shown in the Policy Schedule.

7. **Damage** means any form of physical harm to Your Boat but does not include wear and tear or any condition or fault that was present before this Policy came into force.
8. **Diving Equipment** means masks, snorkels, flippers, regulators, tanks, buoyancy compensation devices, compressors owned by You.
9. **Equipment and Accessories** means safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for use of or with Your Boat. This includes canopies, electronic devices used for navigational purposes, Boat and Motor covers, life-saving equipment including life jackets, depth sounders, two way radios and any other Equipment or Accessories specified in Your Policy Schedule.

Equipment and Accessories does not include items that are insurable under any household contents insurance or Personal Effects.
10. **Excess** means the first amount of any claim which must be paid by You. The amount of the Excess is stated in the Schedule or in this Policy wording. There may be more than one Excess applicable in any one claim, depending on the Occurrence.
11. **Family** means Your spouse or domestic partner, the children, parents or other relatives of You and Your spouse or domestic partner who live permanently with You.
12. **Fishing Gear** means rods and reels used for the purpose of recreational or sports fishing owned by You.
13. **Hull** means the hull, deck, cabin, deck fixtures and fittings on or below the deck of Your Boat that are not normally removable and would normally be sold with the Boat.
14. **Legal Liability** means Your legal responsibility arising out of the ownership of Your Boat to pay compensation for death, injury, loss or damage to other people or their property.
15. **Market Value** means the reasonable sale value of Your Boat or any other item of property immediately prior to the loss or Damage. If We have issued a Market Value Policy Your Policy Schedule will show Market Value.
16. **Mechanical or Electrical Breakdown** means the failure or breakage of, or the inability to operate, any component or accessory, including any engine or transmission, any mechanical or electrical or electronic or alarm system, and includes any Damage their failure causes to the rest of those systems.
17. **Motor** means stern drive units, inboard and outboard engines described in the Schedule and includes the propeller, shaft, gearbox, skeg, jet unit, wiring harness, instruments, portable fuel tank(s) and lines, battery and control cables and generator.
18. **Occurrence** means an event, including continuous or repeated exposure to substantially the same general conditions which results in loss or Damage neither expected nor intended by You. An Occurrence may or may not give rise to a payable claim.

19. **Period of Insurance** means the period of time that You are covered by this Policy. The Period of Insurance is shown in the Policy Schedule. It commences at the time We agree to insure You and finishes at 4.00pm AEST on the date of expiry of the Policy.
20. **Personal Effects** means personal items belonging to You or Your Family limited to clothing, shoes, waterproof gear, wetsuits, prescription glasses and manchester.

Unless otherwise agreed, in the event of a Total Loss of Your Boat, the limit provided under Personal Effects is not payable over and above the Total Sum Insured shown in the Schedule.
21. **Policy** means this Policy wording, the PDS, the current Policy Schedule and any endorsement(s), all of which are to be read together.
22. **Premium** means the amount You agree to pay for the insurance provided by this Policy as specified in the current Schedule and any endorsement Premium. The Premium does not include government or other levies or taxes.
23. **Salvage** means what is left of the Boat after it has suffered loss or Damage.
24. **Schedule** means the most recently dated Policy Schedule We have provided to You which specifies important information such as the Policy number, navigation limits, details of the Boat, Total Sum Insured and any Excess payable.
25. **Social or Corporate Yacht Racing** means organised yacht racing including the use of spinnakers and/or extras and the race distance is less than 50 nautical miles.
26. **Tender** means a small auxiliary boat or dinghy capable of being carried on deck or on davits on Your Boat or which is towed behind Your Boat, that is used as a lifeboat or means of transportation between Your Boat and the shore. Tender does not include any personal watercraft unless agreed by Us in writing.
27. **Theft** means the taking of Your Boat or components without Your knowledge, consent or agreement.
28. **Total Loss** means the loss or Damage of Your entire Boat. A boat is considered to be a Total Loss (or Constructive Total Loss) in circumstances where, following insured Damage, Your Boat is totally destroyed or irrecoverable or in Our opinion, is uneconomical to repair or requires repairs costing more than the Market Value of Your Boat or the Total Sum Insured shown in the Schedule.
29. **Total Sum Insured** means the amount We agree to insure Your Boat for and is the total amount We will pay for the Boat's Hull, Motors, Equipment and Accessories, sails, masts, spars, standard and running rigging and trailer, whether individual sums insured are specified for these items or not.
30. **Trailer** means the Trailer noted as covered in the Schedule, which is a roadworthy vehicle in a condition that complies with registration requirements and is designed to be towed by a motor vehicle and is used in transporting Your Boat.

31. **Water Ski Equipment** means water skis, wakeboards, knee boards, ski biscuits, vests and ropes owned by You.
32. **“We” or “Our” or “Us” or “Insurers”** means Agile Underwriting Services Pty. Ltd. (ABN:48 607 908 243 — AFSL 483374) and/or any other Insurer named in the Policy Schedule as providing cover.
33. **“You” or “Your” or “Assured”** means the person, persons or entity named in the Policy Schedule as the Assured.

SECTION 1 – YOUR BOAT

1 **What You are covered for:**

- 1.1 We will insure You for an Accident to Your Boat Anywhere in Australia during the Period of Insurance.
 - 1.2 We will cover Your Equipment and Accessories for Accidental loss or Damage whilst on board Your Boat and whilst:
 - 1.2.1 Your Boat is in use; or
 - 1.2.2 Your Boat is left unattended when moored or on its Trailer provided the Equipment and Accessories is locked in a cabin or locked space; or
 - 1.2.3 whilst temporarily removed from Your Boat:
 - 1.2.3.1 for the purpose of repair including while being taken to or from repair or storage;
 - 1.2.3.2 for storage in securely locked premises;
- Provided items of Equipment and Accessories are not insured or but for the existence of this Policy would have been insured under any other insurance policy.

Subject to the exclusions and conditions shown elsewhere in this Policy.

2 **What We will pay:**

2.1 **Total Loss or Constructive Total Loss**

- 2.1.1 If Your Boat is insured at an Agreed Value We will pay You the Agreed Value of Your Boat as stated in the current Policy Schedule.
- 2.1.2 If Your Boat is insured at Market Value We will pay You the Market Value of Your Boat as stated in the current Policy Schedule.

Subject to the Total Sum Insured shown in the Policy Schedule.

In either case, We will not pay for unrepaired Damage in addition to a Total Loss or Constructive Total Loss. If We pay You for a Total Loss or Constructive Total Loss You agree that We are entitled (but not obliged) to take ownership of any Salvage or remaining Boat or parts.

2.2 Partial Loss

We will, at Our option:

- 2.2.1 repair or replace the item(s) involved; or
- 2.2.2 pay You the reasonable cost of repairing or replacing the item(s); or
- 2.2.3 pay You the Agreed Value (where specified) of the item(s) involved; or
- 2.2.4 Pay You the current Market Value of the item(s) where there is no Agreed Value.

Subject always to the following:

- i) You may be required to make a contribution towards the cost of repairs where the item that has been repaired or replaced:
 - (a) is over one (1) year old, at the date of such loss or Damage; or
 - (b) is over 3 years old for sails, fabric protective covers and outboard motors.

Note: if Your Boat is less than one (1) year old, We will not apply depreciation in determining the amount payable to You.
- ii) In respect of any claim for painting, recoating or treating a damaged area of Your Boat following repair, We may, at Our option, pay for painting, recoating or treating adjacent undamaged areas to match colours and finish. If We do, We may require a contribution from You.

3 What You are not covered for:

3.1 We will not cover You for:

- 3.1.1 Depreciation in value;
- 3.1.2 loss, including Theft of outboard Motor(s), when it is not securely attached to Your Boat;
- 3.1.3 the cost incurred in remedying a fault or error in design or construction or, in the event of Damage resulting from a fault or error in design or construction and giving rise to a claim under this Policy, for any additional cost or expenditure incurred by reason of betterment or alteration required, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a fault or error in design or construction.
- 3.1.4 Mechanical or Electrical Breakdown or electronic failures. The resulting Damage to Your Boat due to failure will be paid for but the cost of repairing or replacing the item that failed will not. However, we will pay for any loss or Damage if the Mechanical or Electrical breakdown or electronic failure is caused by any of the following:
 - 3.1.4.1 fire, explosion or lightning;
 - 3.1.4.2 collision with another boat or external object other than water;
 - 3.1.4.3 a malicious act by persons other than You or anyone named in the Policy;
 - 3.1.4.4 Burglary and/or Theft.
- 3.1.5 loss or Damage to
 - 3.1.5.1 sails and protective covers caused by wind or water unless Your Boat is stranded, sunk or in a collision or suffers mast or rigging failure;
 - 3.1.5.2 sails, masts, spars, standard and running rigging while Your Boat is racing – unless We have agreed to provide the Optional Extension “Yacht Racing Risks” and this is shown in Your Policy Schedule; and You have paid any additional premium required. This clause does not apply to Social or Corporate Yacht Racing.

- 3.2 We will not cover You for loss or Damage caused by or resulting from:
 - 3.2.1 normal wear and tear, osmosis, deterioration, vermin, marine and non-marine infestations or organisms, weathering including sunlight, dampness or normal wetting or any other gradually operating cause;
 - 3.2.2 rot, mould, rust or other forms of corrosion, delamination, mildew or electrolysis.

SECTION 2 – LEGAL LIABILITY

1 **What You are covered for:**

We will cover You for Your Legal Liability arising from an Accident involving Your Boat Anywhere in Australia during the Period of Insurance; including:

- 1.1 the rescue of You, Your passengers or Your crew;
- 1.2 Your liability for loss, damage or contamination caused by the sudden Accidental discharge or escape of oil or fuel from Your Boat, or the wreck of Your Boat;
- 1.3 the costs of salvaging Your Boat;
- 1.4 the costs of any attempt or actual raising, removal or destruction of the wreck of Your Boat;
- 1.5 any costs that result from any neglect or failure to raise, remove or destroy Your Boat;
- 1.6 Liability imposed upon You by the terms and conditions of any lease or agreement for the provision of a marina berth, mooring or storage facility which You may own or use;
- 1.7 loss of or damage to other people's property.

2. **Operating a substitute boat:**

We will cover You for Your Legal Liability arising out of an Accident whilst operating any other boat provided that:

- 2.1 You have permission from its owner;
- 2.2 Your Boat is not being used at the time;
- 2.3 You or any member of Your family do not own or have an interest in the substitute boat;
- 2.4 If You are entitled to cover under any other policy, We will only be liable under this clause for the amount Your liability exceeds the limits of cover under any other policy.

3. **We will also pay for:**

- 3.1 legal or other reasonable expenses incurred with Our consent; and
- 3.2 the cost of attendance at court proceedings at Our request, subject to a maximum \$250 per person per day.

4. **Limit on What We will pay:**

The maximum We will pay is the amount shown in the Policy Schedule in total for all claims that arise from any one Accident. This maximum amount includes all legal fees and expenses.

5. **What You are not covered for:**

We will not pay for:

- 5.1 loss of or damage to any property owned by You or in Your custody or control or the property of any other person covered by this Policy;

- 5.2 bodily injury of a person who is covered under the Injury Prevention Rehabilitation and Compensation Act 2008, the Employment Contracts Act 1991 or any amendments or replacement legislation.
- 5.3 any fines or penalties awarded against You;
- 5.4 the towing of persons or objects including persons or objects in the air. This exclusion will not apply where We have agreed to cover You under Optional Extra Clause 2 Waterskiing and Aquaplaning Activities and this is stated in the Policy Schedule accordingly;
- 5.5 loss or damage to third party property arising from the Trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle;
- 5.6 Your liability under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 5.7 any tradesperson or company engaged by You for the repair, service or maintenance of Your Boat;
- 5.8 actions that are brought against You in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of Australia;
- 5.9 loss, damage or expense directly or indirectly caused by seepage, pollution or contamination unless caused by an event which is identified as occurring at an instantaneous moment in time during the Period of Insurance, is accidental and neither expected or intended by You, and became known to You within 72 hours after it commencing and is reported to Us within 90 days after its occurrence.

Nothing in this clause 5.9 shall operate to provide coverage for:

- 5.9.1 fines, penalties, punitive damages, exemplary damages, or any other damages resulting from the multiplication of compensatory damages;
- 5.9.2 the cost of investigating, evaluating, monitoring and/or controlling and/or abating seepage and/or contaminating substances;
- 5.9.3 the cost of removing and/or nullifying and/or cleaning up seepage and/or polluting and/or contaminating substances on property at any time owned and/or leased and/or rented by You and/or under Your control.

SECTION 3 – INJURY TO AN ASSURED

1. If an Assured named in the Policy Schedule suffers Injury as a result of an Accident in direct connection with Your Boat, incurred when stepping onto, whilst on board or when stepping from Your Boat whilst afloat or whilst Your Boat is being put into or retrieved from the water, We will pay:

1.1	death	\$30,000
1.2	Permanent Total Disablement	\$30,000
1.3	total and permanent loss of all sight of one or both eyes	\$30,000
1.4	total and permanent loss of a limb	\$30,000

Provided such Injury is the sole cause of the above and occurs within twelve (12) calendar months of the Injury occurring.

2. **Definitions (this Section 3 only)**

- 2.1 **Accident** means a sudden, unexpected, violent and external event resulting in Injury to an Assured named in the Policy Schedule caused solely and directly by accidental means Anywhere in Australia during the Period of Insurance in direct connection with Your Boat, provided that the event occurs within 12 months of the Accident.

Accident excludes Injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.

- 2.2 **Injury** means external or internal bodily Injury caused, independently of any other cause, solely and directly by violent, accidental, external and visible means, including exposure to the elements or by inhaling water or gas, or by medical misadventure or treatment, as defined in the Accident Compensation Act 2001.

- 2.3 **Permanent Total Disablement** means You have been unable to carry out any occupation for which You are fit by reason of Your education, training or experience for a period of at least twelve (12) consecutive months and You remain unable to do so for a continuous indefinite period solely and directly as a result of the Injury.

3. **We do not cover**

- 3.1 We will not be liable to pay compensation where:

- 3.1.1 You have passed Your 70th birthday at the start of the Period of Insurance;
- 3.1.2 Your claim arises from an Accident while Your Boat is being used for purposes other than Your own private pleasure purposes;
- 3.1.3 Your claim arises directly or indirectly from
 - sickness or disease;
 - bacterial or viral infection not occurring through an accidental cut or wound, or natural causes;
 - surgical treatment (unless rendered necessary by accident bodily Injury);
 - suicide or attempted suicide or intentional self Injury or deliberate exposure to exceptional danger;
 - Your own criminal act including whilst under the influence of drugs and/or alcohol.

4. **Medical Expenses**

If You or Your Family incur medical and ambulance expenses that arise as a result of an Accident in direct connection with Your Boat, incurred when stepping onto, whilst on board or when stepping from Your Boat whilst afloat or whilst Your Boat is being put into or retrieved from the water We will pay reasonable costs limited to \$10,000 in total for all Accidents during any one Period of Insurance. These payments must not be covered by ACC and must be incurred within twelve (12) calendar months of the Accident.

SECTION 4 – AUTOMATIC ADDITIONAL BENEFITS

1. **Automatic Reinstatement**

When We pay a claim under this Policy, the Sum Insured is automatically reinstated to the amount shown in the Policy Schedule, provided You:

- 1.1 give Us notice of the replacement item(s) within fourteen (14) days of purchasing them; and
- 1.2 pay Us any additional Premium and government charges that We ask for.

2. **Clean Up Costs**

We will cover You for the reasonable costs of cleaning up an accident site following Accidental discharge, emission spillage or leakage upon or into waters or land, of oil, diesel, petroleum products, effluent or sewage following an Occurrence up to a maximum of \$25,000 in addition to the Agreed Value of Your Boat.

3. **Emergency Equipment**

In the event of a claim, which We have accepted, for Accidental loss or Damage to Your Boat We will reimburse You:

- 3.1 for the replenishing, refilling or replacing of fire extinguishers and safety flares; and
- 3.2 to replace the battery within Your EPIRB (or similar emergency beacon); up to \$1,500 any one Occurrence.
- 3.3 for the repacking of Your life raft.

4. **Governmental Authorities**

Damage caused to Your Boat by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from an Accident to Your Boat, provided this has not resulted from a lack of due diligence by You.

5. **Personal Effects**

We will cover Personal Effects of You, Your Family or any passengers on Your Boat for Accidental loss or damage while they are on board or being carried to or from Your Boat.

Unless otherwise shown in the Schedule, the maximum We will pay for loss or damage is \$1,500 any one item to a maximum of \$10,000 in total any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

We will not cover You for Theft of Personal Effects of You, Your Family or any passengers on Your Boat, unless this follows forcible and violent entry into a lockable part of Your Boat.

6. **Diving Equipment, Fishing Gear and Water Ski Equipment**

Unless otherwise shown in the Schedule, the maximum We will pay for loss or damage is \$1,500 any one item to a maximum of \$10,000 in total any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

We will not cover You for Theft of Diving Equipment, Fishing Gear and Water Ski Equipment unless this follows forcible and violent entry into a lockable part of Your Boat.

Unless otherwise agreed, in the event of a Total Loss of Your Boat, the limit provided for Diving Equipment, Fishing Gear and Water Ski Equipment is not payable over and above the Total Sum Insured shown in the Schedule.

7. **Purchase of New Boat**

If You replace Your Boat, We will insure Your replacement Boat for its Market Value (or if specifically agreed by Us, its Agreed Value) on the same terms that applied to the original Boat stated in the Policy Schedule, but only if:

- 7.1 You tell Us and provide full details within 14 days after buying the replacement boat; and
- 7.2 You pay any extra Premium which We may require; and
- 7.3 the Market Value of the Boat purchased is no more than 10% greater than the current Boat; and
- 7.4 the replacement Boat is of a similar type and construction.

8. **Search and Rescue**

Whilst Your Boat is being used for search and rescue work by the Australian Volunteer Coast Guard, Australian police, Volunteer Sea Rescue Groups or other constituted authority but this clause does not extend to cover the Legal Liability of such organisations or authorities.

9. **Sighting bottom after grounding**

We will pay costs limited to \$5,000 any one Occurrence, where Your Boat becomes stranded and/or grounded and/or is involve in an Accident, for the purpose of sighting the hull bottom regardless of whether any resultant Damage is discovered.

10. **Social & Corporate Yacht Racing**

Your Boat is covered while being used in Social or Corporate Yacht Racing Anywhere in Australia.

11. **Sue and Labour (expenses to avoid or minimise a loss)**

We will reimburse You, without deduction of Excess, and in addition to the amount stated in the Policy Schedule as the Total Sum Insured, for all expenses necessarily and reasonably incurred by You in preventing or attempting to prevent loss or Damage, where a claim would be or has been accepted by Us.

Cover under this clause includes but is not limited to emergency towing, emergency repairs such as drying all electrical equipment, cleaning and oiling the motor(s).

You do not need Our authority to take such action if it is an emergency. However, You must advise Us as soon as possible after the action has been taken.

12. **Transport and Accommodation Costs**

If Your Boat is damaged and it cannot be used, and We have accepted a claim under this Policy, We will also pay the reasonable costs incurred by You for accommodating and transporting You, Your crew and passengers, to Your usual place of residence, or to the mooring, marina or boat ramp from which Your journey commenced. The maximum amount payable under this benefit is \$5,000 for any one Occurrence.

13. Nil Excess for Moored Boat

In the event of a claim for Accidental loss or Damage to Your Boat while moored at its usual berth/pen (including air dock/air berth), private jetty, pontoon or ashore within a secured compound of a commercial marina or yacht club, We will not deduct the Excess shown in the current Policy Schedule unless otherwise shown.

This additional cover does not apply when:

- Your Boat is moored on a swing mooring at the time of the loss, or when the Boat is not in its permanent or usual berth.
- In the event of a claim for loss or Damage caused by a named cyclone meaning a tropical depression, tropical storm or hurricane.

14. Lost Keys

We will cover You for the loss or Theft of the keys of Your Boat including the costs associated with recoding the new keys if applicable. No Excess is applicable to a claim made under this additional benefit. The maximum amount payable under this benefit is \$500 for any one Occurrence.

SECTION 5 – OPTIONAL ADDITIONAL BENEFITS

Yacht Racing Risk

If We have agreed to cover You for Yacht Racing Risks, We will provide additional cover to You for loss of or Damage to Your Boat including for:

- sails;
- mast(s);
- spars;
- booms;
- spinnaker poles;
- standard and running rigging.

You will have to pay the Yacht Racing Risks Excess shown in Your Policy Schedule for loss or Damage to Your Boat or Legal Liability or damage to other people's property.

Waterskiing and Aquaplaning Activities

1. We will cover You or any person using Your Boat with Your permission and the observer (within the requirements of any law) against Legal Liability for:
 - 1.1 Accidental death or bodily injury to a water skier or aquaplaner (including You) towed by Your Boat;
 - 1.2 Accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by Your Boat;
 - 1.3 Accidental Damage to another person's property caused by a water skier or aquaplaner being towed by Your Boat.

This benefit will also cover the water skier or aquaplaner being towed by Your Boat for their Legal Liability to others for Accidental death or bodily injury or Damage to another person's property.

2. What You are not covered for:

In addition to the exclusions specified under Section 2 Legal Liability the following exclusions will apply to this optional additional benefit.

We will not pay for Legal Liability arising out of Waterskiing or Aquaplaning when

- 2.1 there is not a legally competent observer in addition to the driver on board Your Boat at the time of the Accident;
- 2.2 an aerial device or ski ramp is being used;
- 2.3 a ski mast, ski pole or ski tower are being used unless it has been professionally designed, manufactured and installed.
- 2.4 involved with competition Waterskiing/ wakeboarding or water-ski racing of any description.

We will not pay for Legal Liability arising out of the towing of:

- 2.5 any person by Your Boat that breaches any statutory requirements;
- 2.5 any device not designed and professionally manufactured for the purpose of being towed behind Your Boat.

SECTION 6 – GENERAL EXCLUSIONS

The following General Exclusions apply to all sections of the Policy

1 What You are not covered for:

We will not cover You for:

- 1.1 any loss, Damage or liability:
 - 1.1.1 caused by or arising as a result of the unseaworthiness, lack of repair or maintenance of Your Boat or any Boat covered by this Policy;
 - 1.1.2 arising from Your Boat being on a mooring or berth that is not suitable for Your Boat's size or type;
 - 1.1.3 arising from Your Boat being on a mooring or berth:
 - (a) that has not been inspected or serviced within the required period; or
 - (b) does not meet the minimum specifications set by any port, harbourmaster, local council or any other legally competent authority.
 - 1.1.4 intentionally caused by You or a person acting with Your express or implied consent unless required by law;
 - 1.1.5 caused by Your reckless acts or wilful misconduct.
- 1.3 loss of use or any other consequential loss; including financial or mental loss which occurs because You cannot use Your Boat.
- 1.4 Theft by persons to whom You have loaned the Boat.
- 1.5 Theft of tools, Water Ski Equipment, Fishing Gear, Diving Equipment, Personal Effects or other sports and leisure equipment not normally sold with the Boat unless this follows forcible and violent entry into a lockable part of Your Boat.

- 1.6 Accidental loss or damage to tools, Water Ski Equipment, Fishing Gear, Diving Equipment or water sports equipment whilst in use.

2 **We will not cover You when:**

- 2.1 Your Boat is being used:
 - 2.1.1 in racing, speed tests or trials, unless it is a sailing boat and the Optional Extension "Yacht Racing Risks" has been agreed or the Boat is being used for Social or Corporate Yacht Racing;
 - 2.1.2 for an unlawful purpose;
 - 2.1.3 for hire or charter, or for payment or reward at the time of the Accident or loss unless We have specifically agreed to cover this use and have noted it in Your Schedule.
- 2.2 Your Boat is being operated:
 - 2.2.1 with a motor more powerful than recommended by the Hull manufacturer for the Hull specifications; or;
 - 2.2.2 with more than the maximum number of passengers or load recommended by the Hull manufacturer.
- 2.3 Your Boat is being towed / transported on a Trailer:
 - 2.3.1 and the driver
 - (a) has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test;
 - (b) was not licensed to drive a vehicle in accordance with the law.
However, We will cover You if You can clearly demonstrate that You had no reason to suspect that the driver was unlicensed or intoxicated;
 - 2.3.2 unless the Boat and Trailer is designed and built for that purpose;
 - 2.3.3 where the Trailer does not meet warrant of fitness or minimum braking standards as required by law.
- 2.4 Your Boat is under the control of any person who is affected by intoxicating liquor and/or drugs. However, We will cover You if You were not on board the Boat at the time and can clearly demonstrate that You had no reason to suspect that the person in control would be under the influence of alcohol or any intoxicating substance.
- 2.5 Your Boat is used for permanent living accommodation, unless We have agreed in writing to provide cover for this use.
- 2.6 Your Boat is under major hull repairs or undergoing alterations (eg extending the length of the Boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless We have agreed in writing to cover You.
- 2.7 Your Boat is left unattended at anchor for more than 24 consecutive hours.

3 **We do not cover:**

- 3.1 **War Risks**
Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 3.1.1 War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war;

3.1.2 Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

3.2 **Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

3.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

3.3 **Terrorism Exclusion**

loss, damage, liability or expense arising from:

3.3.1 Terrorism; and/or

3.3.2 steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "Terrorism" means any act(s) of any person(s) or organization(s) involving:

i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;

ii) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

3.4 **Sanction Limitation & Exclusions**

any loss where payment of such claim or provision of such benefit breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand, Australia or United States of America.

SECTION 7 – GENERAL POLICY CONDITIONS

The following General Policy Conditions apply to all sections of the Policy.

1 **Assignment**

You must not assign or attempt to assign this Policy or Your interest in this Policy to any other person or party without Our written consent.

2. **Breach of Policy Terms, Policy Exclusions or Policy Conditions**
No claim shall be payable where any person entitled to indemnity under this Policy breaches any of the Policy terms, or Policy exclusions or Policy conditions. Nothing in this Policy affects Our right to avoid the Policy for non-disclosure.
3. **Goods and Services Tax (GST)**
All sums insured, limits of liability, limits of indemnity and sub-limits are GST inclusive.
4. **Joint Assureds**
Where the Policy is issued in joint names, then this Policy is a joint Policy. This means that:
 - 4.1 all persons entitled to cover under this Policy must meet all the conditions and obligations applying to You under this Policy;
 - 4.2 if one of You does or fails to do anything so that there is no cover, there will be no cover for any of You.
5. **Moorings**
It is a warranty of this Policy that Your Boat's permanent swing mooring complies with the regulations, specifications or standards required for Your Boat's size is in good order. This includes being lifted and inspected at intervals as required by the relevant authorities but no greater than every three (3) years.
6. **Other insurance**
If at the time of an Accident another Policy is in force covering the same risk We will only pay the amount in excess of the amount that is recovered under those policies limited to the Total Sum Insured shown in Your Schedule.

SECTION 8 – IF YOU NEED TO CLAIM

1. **What You must do:**
 - 1.1 **Prevent further Damage or loss**
You must promptly take all reasonable and responsible precautions to prevent any further loss or Damage to Your Boat including electrical equipment and components which have been submerged and in the case of a motor, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components;
 - 1.2 **Notify Us and complete a claim form**
 - 1.2.1 contact Us as soon as possible and tell Us details of what has happened;
 - 1.2.2 complete Our claim form and any other form We ask You to complete.
 - 1.3 **Co-operate with Us**
 - 1.3.1 make Your Boat available for inspection by Us at any time;
 - 1.3.2 co-operate with Our assessors, investigators and anyone else We may appoint to help Us;
 - 1.3.3 take photographic evidence of any Damage should a health and safety issue warrant immediate removal or destruction before We are able to inspect.

1.4 Report to Police

Make a report to the police if there is malicious Damage, Burglary, Theft or attempted Theft of Your Boat;

1.5 Records You must keep

You must be able to prove Your loss or Damage. Please ensure You keep:

- 1.5.1 all documentation relevant to the ownership or purchase of Your Boat and other property insured under the Policy;
- 1.5.2 any service records relevant to Your Boat and other property insured under the Policy;
- 1.5.3 evidence to support the amount of any Accidental Loss or Damage that You are claiming for.

2 What You must not do:

2.1 Without Our prior written consent

- 2.1.1 admit fault, guilt or liability;
- 2.1.2 authorise repairs to Your Boat;
- 2.1.3 negotiate or make any offer of settlement or payment;
- 2.1.4 defend any claim.

If You do not comply with these requirements We may refuse Your claim.

3. Repairers

- 3.1 You may choose the repairer of Your Boat. We can require that You take Your Boat to another repairer. You or the repairer must get a written agreement from Us to start repairs before We will accept responsibility for them.
- 3.2 It is Your responsibility to ensure that You are satisfied with the repairs to Your Boat.

4. Excess

- 4.1 You are required to pay an applicable Excess shown on the Policy Schedule or elsewhere in this Policy, for each and every claim made under Your Policy.
- 4.2 All claims arising out of one Accident or Occurrence are treated by Us as one claim. We pay the relevant amounts less the Excess payable by You.

5 We may refuse a claim if amongst other things:

- 5.1 You do not do what Your Duty of Disclosure requires You to do; in the application or when make a claim, You:
 - 5.1.1 are not truthful;
 - 5.1.2 have not given Us, or refuse to give full and complete details; or
 - 5.1.3 have not told Us something You should have.
- 5.2 You do not at all times take reasonable care to:
 - 5.2.1 prevent Burglary and/or Theft of Your Boat including outboard motor(s) or the Equipment and Accessories;
 - 5.2.2 protect Your Boat against any initial or further loss or Damage;
 - 5.2.3 keep Your Boat in good condition;
 - 5.2.4 obey any statutory requirements that safeguard people or their property.

- 5.3 You do not give Us the documents and information We may need to help Us decide on any amount that We may pay You.
- 5.4 You do any of the following without Our knowledge and consent:
 - 5.4.1 make or accept any offer or payment, or in any other way admit You are liable;
 - 5.4.2 settle or attempt to settle any claim;
 - 5.4.3 defend any claim.
- 5.5 You do not as soon as possible make a report to the Police about:
 - 5.5.1 any malicious Damage to Your Boat; or
 - 5.5.2 any Burglary or Theft or attempted Theft of Your Boat.You must give Us a written statement from the Police saying that You reported such an event to them.

Head Office:
Postal Address:
Telephone:
E-mail:
Website:

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Marine

Coverholder at **LLOYD'S**