



QBE Pleasure Craft POLICY

QBE INSURANCE (MALAYSIA) BERHAD welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

"WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY."

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact QBE Insurance (Malaysia) Berhad or PIDM (visit www.pidm.gov.my).

QBE PLEASURE CRAFT POLICY

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A. NOTICE TO INSURED

1. Disclosure of Relevant Facts

Your Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of insurance and, if so, on what terms. This includes facts which are not subject to questions in the proposal you filled for this policy.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

2. Non Disclosure / Misstatement

If you fail to comply with your duty of disclosure, we may be entitled to avoid the contract altogether, and so decline to pay any claim.

3. Law and Jurisdiction

- a) The content and use of this Policy or any dealing in relation to or arising from this Policy are governed by English law and practice, and in relation to those matters, the parties submit to the exclusive jurisdiction of the courts of Malaysia.
- b) For the avoidance of doubt, all claims under this Policy shall be governed by English law and practice, regardless of the jurisdiction or country in which any incident which gives rise to a claim may have occurred.

4. Currency

Values, Sums Insured, Limits and Deductibles further marked as equivalent to MYR will be understood as converted into the currency shown on the Policy Schedule.

B. WORDS WITH SPECIAL MEANINGS

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Agreed Value	the amount(s) for which we have both agreed to insure your Boat and which is/ are shown in your Policy Schedule.
Anti Theft Device	professionally manufactured purpose designed anti theft device which does not include chain and/or padlocks.
Boat	the boat described in the current Policy Schedule. Your Boat is comprised of: <ul style="list-style-type: none">• the hull• its motor(s), including fuel tanks (unless they form part of the hull)• its equipment and accessories• its sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging• its trailer
Damage	any form of physical harm to the Boat but does not include wear and tear or anything that was present before this Policy came into force.

Deductible	a Deductible is the amount of any claim which must be paid by you. If a Deductible is applicable to any sections of your Policy the amount will be shown in the Policy Schedule. This amount shall be deducted from the amount payable on each claim.
Equipment and accessories	<p>safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the Boat including:</p> <ul style="list-style-type: none"> • any tender used with your Boat • anchors • oars or paddles • detachable canopies • boat and motor covers • bilge pumps • life-saving equipment including life jackets • auto pilot • depth sounders • electronic navigation equipment including laptop computers that can be clearly demonstrated are used for navigation purposes • global positioning system • EPIRB (Emergency Position Indicating Radio Beacon) • two-way radios <p>as shown in the Policy Schedule. Please also refer to the sections 'What is not covered'.</p>
Family	includes your spouse or partner, the children, parents or other relatives of you or your spouse or partner who live permanently with you.
Null	<p>the shell of the Boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the Boat.</p> <p>Note: Refer to the section 'What is not covered'.</p>
Indemnity	to place you in the same financial and/or material position as you were in immediately before your loss. Indemnity does not mean new for old unless stated. We can deduct an amount for wear and tear, depreciation or betterment.
Latent Defect	any flaw in the material used in the construction of the hull and superstructure, motors/machinery, equipment, sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging of the Boat that is not known by you and is not discoverable by a competent tradesperson carrying out normal inspection.
Legal liability	<p>your legal responsibility arising out of the use of the Boat to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.</p> <p>Note: Refer to the sections 'What you are not covered for – Legal liability' and 'When you are not covered'.</p>
Market value	the cash purchase price of a boat of the same age, type and condition at the time of loss.
Motor(s)	<p>includes:</p> <ul style="list-style-type: none"> • inboard motors • outboard motors • stern drive units • jet units • gear boxes • propellers • shafts • skegs • portable fuel tanks and lines

	<ul style="list-style-type: none"> wiring harness instruments (e.g. tachometer) control cables generators
Omission	a failure to act and includes a failure to do or say something.
Period of Insurance	the period for which the cover under your Policy is in force. You will find this Period of Insurance set out in your Policy Schedule.
Permanent Total Disablement	you have been unable to carry out any occupation for which you are fitted by reason of your education, training or experience for a period of at least 12 consecutive months and you remain unable to do so for a continuous indefinite period solely and directly as a result of the injury.
Personal effects	<p>personal or intimate belongings of an individual, especially those worn or carried on the person such as:</p> <ul style="list-style-type: none"> clothing waterproof gear, bags food or beverage coolers shoes wallets or purses excluding cash and credit cards toilet articles hats or caps keys or pens portable audio products: e.g. radio, cassette player, compact disc player, MP3 player. <p>Note: This definition excludes sporting equipment unless covered separately on application. Please also refer to the section 'What you are not covered for – Personal effects and/or Sporting equipment'.</p>
Personal Watercraft (PWC)	a personal watercraft is a vessel designed to be operated by a person standing, sitting astride or kneeling on. It uses water jet propulsion and has an engine in a watertight compartment.
Policy	this Pleasure Craft Policy including the Policy Schedule.
Policy Schedule	<p>the most recent document we give you. We give you a Policy Schedule when you:</p> <ul style="list-style-type: none"> first buy the Policy from us change any part of the Policy or any personal details relevant to it, or renew the Policy with us.
Premium	the amount you pay for the insurance provided by this Policy, including any taxes and other government charges. (This is different from the Deductible that you pay when making a claim).
Salvage	<p>either:</p> <p>(a) what is left of the Boat after it has suffered loss or damage, or</p> <p>(b) the action of saving the Boat in a time of peril.</p>
Sporting equipment	fishing equipment (including rods, reels, tackle and other similar equipment), diving equipment (including regulators, tanks and buoyancy compensation devices), kayaks, canoes and wave skis and/or water ski equipment used for the purpose of recreational purposes and owned by you.
Tender	<p>an auxiliary boat (or dinghy) (capable of being and usually carried on deck or on davits on your Boat or which is towed behind your Boat) and the outboard motor normally attached, that is used as a lifeboat or means of transportation between your Boat and the shore, or for both purposes. A tender must be marked with the registration number of your Boat and not registered in its own right.</p> <p>Note: tender more than twenty four feet (24') in length or capable of speed exceeding twenty five knots (25 knots) is not automatically covered unless agreed in writing by us.</p>

Theft	a person has taken your Boat, equipment and accessories without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.
Total Loss	if the Boat is damaged beyond an amount which we consider economical to repair or the loss of the entire Boat.
Total Sum Insured	the amount we insure your Boat for and is the total of the agreed or market value for all of the Boat's hull, motors, equipment and accessories, sails, masts, spars, booms and fittings, spinnaker poles, standing, running rigging and trailer, whether individual sums insured are specified for these items by you or not.
Trailer	the trailer described in the Policy Schedule and its winch, including power winch.
Unrepaired Damage	damage to the Boat sustained during the currency of the policy which is unrepaired at the expiry of the policy and which you do not intend to repair.
Water skiing or aquaplaning	travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your Boat. Note: Refer to the sections 'What you are not covered for – Legal liability' and 'When this water skiers and/or aquaplaning extension does not cover you'.
We, our, us	QBE Insurance (Malaysia) Berhad, Malaysia.
You, your	any of the person or persons named as the insured in your Policy Schedule including any person allowed by you to control your Boat. If more than one person is named as the insured in the Policy Schedule, we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

C. SECTION 1 - COVER FOR YOUR BOAT

What you are insured against

We will cover your Boat described in your Policy Schedule, under the following circumstances:

- while it is at any marina, including lifting or hauling out and launching, or
- while it is moored at swinging moorings, or
- while it is navigating,

within the navigation limits specified in your Policy Schedule for the following purposes:

- to sail or navigate with or without pilots,
- to go on trial trips, or
- to assist and to tow other boats in distress, or as is customary, but your Boat shall not be towed, except where it is customary or when in need of assistance.

What you are not insured against

We will not cover:

- any boat, being a combination of hull and motor, which is capable of a speed exceeding 40 knots;
- moorings; and
- any tender more than 24 feet in length or capable of a speed exceeding 25 knots

unless we specifically agree to cover and specify it in your Policy Schedule.

What you are covered for – Loss of or damage to your Boat

We will cover you for:

(a) accidental damage

- if your Boat is damaged accidentally
- if your Boat sinks accidentally, provided it was in seaworthy condition at the time of sinking.

(b) theft

- of the entire Boat
- of any part of the Boat (including but not limited to the trailer, motor(s), equipment or accessories, and sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging) from:

- the Boat; or
- a secure place of storage.

In the event of a claim it will not be necessary for you to demonstrate that there is physical evidence of visible and forced entry, but it is a condition of this cover that you are at all times required to take reasonable measures to prevent theft e.g. placing equipment/accessories or outboard motors temporarily removed from the Boat in a secure place of storage.

Apart from the above, we will cover you for theft of your personal watercraft (PWC) whilst:

- stored ashore in a locked garage or yard provided there is physical evidence of visible and violent and forcible removal from the entry to the place of storage.
- on a trailer, but only if your PWC and trailer was immobilised by an Anti Theft Device and provided there is physical evidence of visible and violent and forcible removal of both the trailer and the Anti-Theft Device.

(c) malicious damage - if your Boat is damaged maliciously

(d) other damage

loss or damage caused by:

- a Latent Defect within the hull or motors/machinery (excluding the cost and expense of replacing or repairing the defective part) causing loss or damage to your Boat, provided the loss or damage has not resulted from lack of due diligence by you;
- negligence of skipper master and/or crew provided the loss or damage has not resulted from lack of due diligence by you; or
- negligence of the repairers (excluding you) provided the loss or damage has not resulted from lack of due diligence by you.

(e) 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 damage to your Boat, provided this has not resulted from a lack of due diligence by you.

(f) other expenses.

If your Boat gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:

- minimise loss or damage which would be recoverable under this insurance, or
- remove the Boat to safety (including emergency towing);
- dry all the electrical equipment in the motor(s);
- clean and oil the motor(s);
- transport and/or tow and/or take your Boat to the nearest place of repair in the event that your Boat cannot reach the place of repair by its own power; or
- inspect the hull with our prior permission, if your Boat is stranded or grounded.

You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority. However, you must advise us as soon as possible after the action has been taken.

These costs are recoverable in addition to the sum insured of your Boat. The additional amount we will pay is limited to the sum insured of your Boat shown in your Policy Schedule.

Please remember that you will have to pay any Deductible shown on your Policy Schedule, or in the Policy booklet.

What you are not covered for – Loss of or damage to your Boat

We will not cover you for:

- loss of or theft of outboard motor(s) when secured to the Boat in a manner other than that specified or recommended by the manufacturer;
- theft of your Boat or any part of it by persons to whom you have loaned your Boat without crew and/or skipper;
- loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law;

- depreciation;
- loss or damage caused by normal wear and tear;
- loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin, marine growth, denting, scratching, weathering, marring, or inherent vice;
- loss or damage caused by rusting or other forms of corrosion, or electrolysis;
- loss or damage caused by lack of maintenance;
- mechanical, structural, electrical or electronic failures. We will pay the resultant damage to your Boat due to the failure, but we will not pay for the cost of repairing or replacing the item that failed;
- the cost of repairing or replacing any part of the Boat which is defective and the defect is caused by fault or error in design or construction or faulty workmanship;
- financial, emotional or psychological loss which occurs because you cannot use your Boat;
- damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the Boat;
- any claim arising directly or indirectly from pollution or contamination by any substance;
- any fine or penalty;
- any loss caused directly or indirectly by ice or freezing while moored afloat or while laid-up ashore;
- sheathing, or repairs thereto, unless the loss or damages has been caused by the Boat being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water; and
- any loss, damage or expense incurred arising out of the transportation of the Boat by land, rail, sea or air.

How much we pay – Loss of or damage to your Boat

This is an agreed value policy. Where specified and shown in the Policy Schedule, there is an agreed sum insured for each of:

- the hull;
- the motor(s);
- the equipment and accessories;
- the sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging; and
- the trailer.

Individual items of equipment and accessories have an agreed sum insured where specified by you.

In the event of a claim, the maximum we will pay you for each item lost or damaged is the agreed sum insured for that item.

Where you have not specified a separate sum insured for either a part of the Boat as above, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances. Any amount payable will be reduced if the total market value of the Boat including all items listed above exceeds the total sum insured shown in the Policy Schedule by more than 20%. The amount payable will be reduced in proportion to the difference between the market value of the whole Boat and the total sum insured.

We will, at our option:

- repair or replace the item involved;
- pay you the reasonable cost of repairing or replacing the item involved;
- pay you the sum insured (where specified) of the item involved and take ownership of any salvage; or
- pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.

When we decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation may apply and the amount payable is determined by:

- comparing the value of an item with an item of similar age and condition; or
- establishing the actual cost of an item of similar age and condition.

When we take the option of repairing an item, the amount that we pay is limited by the actual value of the item being repaired compared with its age and condition.

If your Boat is less than one year old, we will not apply depreciation in determining the amount paid to you.

Unrepaired damage

In the event that we agree to settle a claim on the basis of unrepaired damage, the measure of indemnity for such unrepaired damage shall be the reasonable depreciation in the market value of the Boat at the time this Policy terminates as a result of such unrepaired damage, but not exceeding the reasonable cost of repairs.

In no case shall we be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the Period of Insurance. We are not liable for any previous unrepaired damage.

D. SECTION 2 - LEGAL LIABILITY COVER

What you are covered for – Legal liability

1. Operating your own Boat

We cover you and any person allowed by you to control your Boat against legal liability for:

- accidental death or bodily injury to a person other than you; and
- accidental damage to other people's property

caused by the use of your Boat.

2. Accidental discharge, release or escape of fuel or lubricants

We will cover you or any person allowed by you to control your Boat (within the requirements of any law) against legal liability for:

- actual physical damage to property caused by sudden and accidental discharge, emission, spillage, or leakage upon or into waters or land of oil, petroleum products, effluent or sewage from your Boat provided the discharge, emission, spillage or leakage does not arise from your wilful negligence or misconduct of any person allowed by you to control the Boat; and
- provided the occurrence can be identified as commencing at a specific time and date during the term of this Policy and the occurrence becomes known to you within 72 hours after its commencement and was reported to us within 30 days.

This extension of cover excludes:

- death, bodily injury or illness;
- any loss of use or consequential loss howsoever arising. In this agreement, "consequential loss" refers to any loss of income, revenue, profit or any other form of financial benefit derived from the use, possession or ownership of the Boat and any loss arising from any pollution caused by the Boat;
- fuel or lubricants not being used in connection with the operation of your Boat at the time of the loss; and
- breach of any applicable legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage emission or leakage.

We will pay no more than equivalent to MYR200,000 or the limit of liability under Section 2 whichever is lower for any one accident including legal expenses for this cover.

3. Berth holders' liability

We will cover you for any legal liabilities imposed upon you by the terms and conditions of a lease or agreement for the provision of a berth or mooring or storage facility for your Boat.

4. Removal of wreck

If your Boat is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck.

What you are not covered for – Legal liability

We will not pay the costs of your liability or any person allowed by you to control your Boat (within the requirements of any law) for:

- 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;

- bodily injury to, or the illness or death of a person who is covered under any statutes or common law or any act or any liability for loss of life, illness or bodily injury of or to any workmen (crew) or any other persons employed while engaged in the operation, maintenance, use or repair of the Boat;
- death or bodily injury or property damage intentionally caused by a person covered by this Policy;
- 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;
- the towing of persons or objects in the air, including parasailing;
- water skiing or aquaplaning *unless you pay an additional premium, we agree to provide the optional extension and it is shown in your Policy Schedule*;
- any water sports and/or related activities other than water skiing, aquaplaning;
- any tradesperson or company engaged by you for the repair, service or maintenance of your Boat;
- any claim arising directly or indirectly from pollution or contamination by any substance except as otherwise specifically covered elsewhere in the policy;
- actions that are brought against you in a court or tribunal outside of your country of residence or a court or tribunal that applies laws other than the law of a state or territory of your country of residence;
- any fine or penalty;
- aggravated, exemplary or punitive damages however described; and
- liability which has been assumed by an insured person under any contract or agreement.

Please remember that you will have to pay any Deductible shown on your Policy Schedule, or in the Policy booklet.

How much we pay – Legal liability

We will pay the costs of:

- compensation, and
- legal fees and expenses

that you are liable for.

We will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

Limit on what we will pay – Legal liability

The maximum amount we will pay for any claims made under this Section 2 is the amount shown in your Policy Schedule; this amount covers and applies to all claims that arise from any one accident. This maximum amount also includes all legal fees, disbursements and expenses.

E. SECTION 3 - PERSONAL ACCIDENT COVER

What you are covered for – Personal accident *free* cover

If you suffer bodily injury as a result of an accident during the Period of Insurance which arises directly out of the use of your Boat, and that results, within twelve (12) calendar months of the accident, in either:

- death;
- permanent total disablement;
- total loss of any limb above the wrist or ankle; or
- permanent loss of sight in any eye.

This benefit applies to you or the person allowed by you to control your Boat and we specify the identified one (1) person in your Policy Schedule.

We will pay the percentages specified in the Schedule of Benefits below of the Capital Sum Insured of equivalent to MYR10,000 in respect of any one person up to an aggregate limit of MYR10,000 in respect of any one accident stated in the Policy Schedule.

If you require higher limits other than that specified above, we can provide the cover if you pay additional premium and we show it in your Policy Schedule.

What you can be additionally covered for – Personal accident plus (optional at additional premium)

We may specifically agree to extend the above benefits to the person responsible for the navigation of your Boat, crew and passengers on your Boat.

You will enjoy this additional cover if you pay an additional premium and we show it in your Policy Schedule.

What you are not covered for – Personal accident and/or Personal accident plus

We do not cover death or permanent total disablement which has resulted from suicide or attempted suicide or wilful exposure to injury (except in an attempt to save human life) or resulting from the influence of alcohol or drugs.

How much we pay – Personal accident and/or Personal accident plus

We will pay the percentages specified in the Schedule of Benefits below of the Capital Sum Insured of equivalent to MYR10,000 (or more to be specifically agreed and stated in Policy Schedule) in respect of any one person up to an aggregate limit in respect of any one accident stated in the Policy Schedule in the event of:

Schedule of Benefits

Loss Events	% of Capital Sum Insured
1. death	100%
2. permanent total disablement	100%
3. total loss of any limb above the wrist or ankle	20% per limb
4. permanent loss of sight in any eye	20% per eye

To qualify for payment you must obtain and follow advice of a qualified medical practitioner (other than you or your family) as soon as possible after the accident.

F. SECTION 4 - PERSONAL EFFECTS COVER

What you are covered for – Personal effects free cover

Your personal effects, including those owned by your immediate Family, are automatically covered under the Policy for accidental damage or theft while they are on your Boat or are being loaded onto or off your Boat. The maximum we will pay for loss or damage is equivalent to MYR300 for any one item up to a maximum of equivalent to MYR3,000 in total any one accident for the reasonable cost of repairing or replacing the lost or damaged item.

If you require higher limit other than that specified above, we can provide the cover if you pay additional premium and we show it in your Policy Schedule.

What you can be additionally covered for – Sporting equipment (optional at additional premium)

We may specifically agree to cover you for:

- (a) Accidental damage to your sporting equipment while on your Boat (excluding while in use).
- (b) Theft of your sporting equipment provided there is visible evidence of forcible and violent entry:
 - into the Boat; or
 - into the normal place of storage of the Boat or equipment.

The maximum we will pay for loss or damage is equivalent to MYR1,000 for any one item up to a maximum of equivalent to MYR10,000 in total any one accident for the reasonable cost of repairing or replacing the lost or damaged item.

You will enjoy this additional cover at above limits (or more to be specifically agreed and stated in Policy Schedule) if you pay an additional premium and we show it in your Policy Schedule.

What you are not covered for – Personal effects and/or Sporting equipment

We will not cover:

- cash, currency, credit cards, sunglasses, watches, jewellery, cameras, mobile phones, pagers, consumable stores, compact discs, audio or video tapes, furs, china, silver, valuable papers, documents, antiques, collectibles or computer hardware or software;
- wear and tear, gradual deterioration, mechanical or electrical failure or disturbance, corrosion or inherent vice, dampness, temperature changes or mysterious disappearance; and
- accidental loss or damage to sporting equipment while in use.

Please remember, if you make a claim, you will have to pay a Deductible. Please refer to 'What you must pay if you make a claim – Deductible'.

G. ADDITIONAL COVERS *(optional at additional premium)* **(Optional Covers you can choose for additional premium and on application)**

1. OPTIONAL RACING RISK EXTENSIONS

What you are additionally covered for

a. OPTIONAL SAILBOAT CLUB RACING RISK EXTENSION

If we have agreed to cover you for sailboat club racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss or damage to your Boat and for your legal liability while your Boat is being raced in sailboat club races which do not exceed a distance of 100 nautical miles measured by the most direct route of the course and which are within the navigation limits specified in your Policy Schedule.

b. OPTIONAL NAMED SAILBOAT RACING RISK EXTENSION

If we have agreed to cover you for named sailboat racing risks and shown it in your Policy Schedule, we will provide additional cover to you for loss or damage to your Boat and for your legal liability while your Boat is navigating to, competing in and returning by the most normal route from the sailboat race named in the Policy Schedule.

How much we pay

If an item is lost or damaged while your Boat is racing, we will, at our option:

- repair or replace the item involved;
- pay you the reasonable cost of repairing or replacing the item involved;
- pay you the sum insured (where specified) of the item involved and take ownership of any salvage; or
- pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.

When we decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:

- comparing the value of an item with an item of similar age and condition; or
- establishing the actual cost of an item of similar age and condition.

Please remember, if you make a claim under this optional cover you will have to pay the following racing risk Deductible for loss or damage to sails, masts, spars, standing and running rigging (*unless otherwise specified in the Policy Schedule*):

- (a) For boats with a sum insured equivalent to MYR100,000 and below, the Deductible to claims under this additional cover will be that shown in your current Policy Schedule increased by 150% for each and every claim
- (b) For boats with a sum insured equivalent to MYR100,001 and above, the Deductible applicable to claims under this additional cover will be:
 - (i) sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging of 5 years old and below – the Deductible is 20% of the value of the claim for sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging subject to the Deductible shown in your current Policy Schedule whichever is lower.

- (ii) sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging more than 5 years old – the Deductible is 30% of the value of the claim for sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging subject to the Deductible shown in your current Policy Schedule whichever is lower.

All other damage during racing will be subject to the Deductible shown in your current Policy Schedule.

The sections of the Policy titled

- 'What you are not covered for – Loss of or damage to your Boat'
- 'What you are not covered for – Legal liability'

also apply to this extension.

2. OPTIONAL WATER SKIERS AND/OR AQUAPLANING LIABILITY EXTENSION

What you are additionally covered for

If we have agreed to cover you and shown it in your Policy Schedule, we will cover you or any person allowed by you to control your Boat and the person acting as an observer (within the requirements of any law) against legal liability for:

- accidental death or bodily injury to a water skier or aquaplaner towed by your Boat;
- accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your Boat; or
- accidental damage to another person's property caused by a water skier or aquaplaner being towed by your Boat.

We will also cover a water skier or aquaplaner towed by your Boat against the water skier's or aquaplaner's legal liability to others for accidental:

- death or bodily injury to a person; or
- damage to property other than your Boat

caused by the water skier or aquaplaner while being towed by your Boat.

When this water skiers and/or aquaplaning liability extension does not cover you

We will not pay the costs of liability arising out of:

- water skiing or aquaplaning when there is not a competent observer in addition to the driver on board your Boat at the time of the accident;
- water skiing or aquaplaning when an aerial device or ski ramp is being used;
- water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed;
- competition water skiing;
- towing or using air chairs;
- towing of any person by personal watercraft that breaches waterways regulations; or
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).

Please remember that you will have to pay any Deductible shown on your Policy Schedule or in the Policy booklet.

The sections of the Policy titled

- 'What you are not covered for – Legal liability'
- 'How much we pay – Legal liability'
- 'Limit on what we will pay – Legal liability'

also apply to this extension.

3. OPTIONAL LAND TRANSIT DAMAGE EXTENSION

What you are additionally covered for

If we have agreed to cover you for land transit damage and shown it in your Policy Schedule, we will provide additional cover to you if your Boat is accidentally damaged during transit on, including loading and unloading from, its own trailer or other land conveyance by road within the navigational limits, provided your Boat is designed to be normally trailed by a boat trailer and you are complying with all statutory requirements.

When this land transit damage extension does not cover you

We will not pay for any claim in respect of:

- scratching, bruising and/or denting arising during transit covered by this extension and the cost of consequent repainting or revarnishing; or
- liability to third parties howsoever arising.

Please remember that you will have to pay any Deductible shown on your Policy Schedule, or in the Policy booklet.

The sections of the Policy titled

- 'What you are not covered for – Loss of or damage to your Boat'
- 'What you are not covered for – Legal liability'
- 'How much we pay – Loss of or damage to your Boat'

also apply to this extension.

4. OPTIONAL WAR AND STRIKES RISKS EXTENSION

What you are additionally covered for

If we have agreed to cover you for war and strikes risks and shown it in your Policy Schedule, we will provide additional cover to you for loss of or damage to your Boat caused by:

- (a) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- (b) capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat;
- (c) derelict mines torpedoes bombs or other derelict weapons of war;
- (d) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (e) any terrorist or any person acting from a political motive; or
- (f) confiscation or expropriation

while your Boat has been launched and before she is hauled out ashore, other than for item (d) where cover is in place at all times.

Should you have lost the free use and access to your Boat by capture, seizure, arrest, restraint, detainment, confiscation or expropriation for a continuous period of twelve (12) months, then we will consider your Boat a constructive total loss.

When this war and strikes risks extension does not cover you

We will not cover you for:

- loss damage liability or expense arising from
 - (a) any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war;
 - (b) the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China
 - (c) requisition or pre-emption;
 - (d) capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which your Boat is owned or registered;

- (e) arrest restraint detainment confiscation or expropriation under the quarantine regulations or by reason of infringement of any customs or trading regulations; or
 - (f) the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- any claim for expenses arising from delay

In addition, we will not cover you when your boat is navigating in the excluded areas listed in the JWC Hull War, Strikes, Terrorism and Related Perils – Listed Areas as shown in the Policy Schedule unless we specifically agree to cover such risk and specify the scope of the cover in your Policy Schedule.

Cancelling your Policy

- We may cancel this Policy in any of the circumstances permitted by law or at any time by informing you in writing with 7 days notice that we want to cancel it. We however agree to reinstate this Policy subject to our agreement prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions.
- Whether or not such notice of cancellation has been given, this Policy shall terminate automatically
 - (i) upon the occurrence of any hostile detonation of any nuclear weapon of war wheresoever or whensoever such detonation may occur and whether or not the Boat may be involved;
 - (ii) upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China; or
 - (iii) in the event of the Boat being requisitioned, either for title or use.
- This Policy shall not become effective if, subsequent to its acceptance by us and prior to the intended time of its attachment, there has occurred any accident which would have automatically terminated this Policy.

The sections of the Policy titled

- 'What you are not covered for – Loss of or damage to your Boat'
- 'What you are not covered for – Legal liability'
- 'How much we pay – Loss of or damage to your Boat'

also apply to this extension.

H. WHAT YOU MUST PAY IF YOU MAKE A CLAIM – DEDUCTIBLE

For most claims you make on this Policy, you will have to pay the Deductible which is shown on your Policy Schedule or a Deductible mentioned in this booklet.

When you will NOT have to pay a Deductible

You will not have to pay a Deductible for claims:

- for total and/or constructive total loss of your Boat;
- arising out of death, loss of limb, loss of sight or permanent disablement under the personal accident cover; or
- for boat inspection costs under 'Other expenses' under Section 1 of this Policy

I. WHEN YOU ARE NOT COVERED (Applicable to entire Policy)

General exclusions applying to this Policy

1. This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

- a. war and strikes risks (*unless you pay an additional premium, we agree to provide the optional war and strikes risks extension and it is shown in your Policy Schedule*):
 - (i) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
 - (ii) capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat;
 - (iii) derelict mines torpedoes bombs or other derelict weapons of war; or
 - (iv) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, any terrorist or any person acting from a political motive.
- b. radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - (v) any chemical, biological, bio-chemical, or electromagnetic weapon.
- c. cyber attack
 - (i) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system; or
 - (ii) Where we agree to provide optional war and strikes risks extension, item (i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- d. asbestos
 - any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

2. Sanction Limitation and Exclusion Clause

We shall not be deemed to have provided cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under any United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Additional exclusions applying to this Policy

We will not cover you or any person allowed by you to control your Boat when:

- 1. your Boat is outside the navigation limits specified in your Policy Schedule;
- 2. your Boat was being operated:
 - at a speed greater than 40 knots;
 - with a motor more powerful than recommended by the hull manufacturer for the hull specifications;
 - with more than the maximum number of crew and/or passengers allowed under the certification or licensing issued by the relevant registry or authority; or

- with more than the maximum designed load or displacement capacity in accordance with the hull specifications recommended by the hull manufacturer;
- 3. your Boat was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred;
- 4. your Boat was under the control of a person not licensed under any applicable law;

But we will cover you if the person:

- was not named as one of the insured in your Policy Schedule; and
- you can clearly demonstrate you had no reason to suspect that person was unlicensed
- 5. your Boat was being used in racing, speed tests or trials, *unless you pay an additional premium, we agree to provide extension cover and have shown it in your Policy Schedule;*
- 6. your Boat was being used for an unlawful purpose;
- 7. your Boat was being used for hire, charter, payment or reward at the time of the accident or loss *unless we specifically agree to cover this use and specify the cover in your Policy Schedule;*
- 8. your Boat was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law;

But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed;

- 9. your Boat is being transported on a trailer, unless the Boat is designed and built for that purpose;
- 10. your Boat is being loaded or unloaded or transported by a commercial carrier;
- 11. the Boat is being used for permanent living accommodation;
- 12. you do not keep the Boat in good order and repair, or in a proper state of seaworthiness and in compliance with all relevant statutes, laws, bye-laws or regulations governing the use of the Boat; or
- 13. your Boat is undergoing major hull repair or alteration (e.g. extending the length of the Boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing, and we agree in writing to cover you.

J. GENERAL CONDITIONS

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it; and
- we give you a new Policy Schedule or Endorsement detailing the change.

Other interests

You must not assign or otherwise transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Keeping us informed

You must tell us as soon as possible:

- if there is any significant change in the condition or use of your Boat which may affect our decision to insure it; or
- if any event happens that could mean you will make a claim and/or a claim may be made against you by another person, you must tell us within 30 days of the event happening.

If you do not keep us informed we may do the following:

- refuse to pay your claim;
- reduce the amount we pay you for your claim under your Policy; or
- cancel your Policy.

If more than one person is insured by this Policy

This Policy is a joint insurance policy. As such, if more than one person is insured by this Policy, an act, omission, statement or claim by any one of the insured people has the same effect as an act, omission, statement or claim by all of those people.

Cancelling your Policy

1. How you may cancel this Policy

- You may cancel this Policy at any time by informing us in writing with 7 days notice that you want to cancel it.
- Where 'you' involves more than one person, we will cancel the Policy when a written notice to cancel the Policy is received from any one of the persons named as the insured.

2. How we may cancel this Policy

- We may cancel this Policy at any time or in any of the circumstances permitted by law by informing you in writing with 7 days notice of such cancellation.
- We will give you this notice in person or send it via mail, fax or e-mail to your contacts last known to us. The notice shall be deemed to be duly given:-
 - (i) if it is delivered to you in person, on the time and date that it is delivered to you;
 - (ii) if it is sent by post or despatched to your address in Malaysia, on the Business Day following the day of posting or despatch notwithstanding the fact that it may be returned undelivered; and/or
 - (iii) if it is sent by post or despatched to your address outside Malaysia, on the third Business Day following the day of posting or despatch (excluding the day of posting or despatch) notwithstanding the fact that it may be returned undelivered; or
 - (iv) if it is sent via fax or email, at the time and date of despatch thereof;

whichever date is earliest. The notice will be effective on the date and time at which it is given in accordance with (ii) and/or (iii) above.

- Where 'you' involves more than one person, the notice will be effective in respect of all persons named as the insured once notice is duly given to any one of the persons named as the insured in accordance with the methods in (ii) and/or (iii) above.

We will refund to you the proportion of the premium for the remaining period of insurance. Subject to us retaining a minimum of 30% of the premium irrespective of the period you are seeking a refund for.

If you sell or give away your Boat

If you sell or otherwise give away your Boat or part-ownership in a Boat and do not tell us:

- the cover under this Policy ceases immediately without any notice to you from the time of sale or you otherwise give away your Boat.

When you tell us that you no longer own the Boat, we will:

- refund to you what is left of the premium you paid by deducting an amount which covers the period for which you have been insured with us.

Other insurance policies

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 sum insured shown in your Policy Schedule.

Fire Extinguishers

If, in your application or elsewhere, you noted that your Boat is equipped with fire extinguishers, then you must maintain these in good order. This includes the weighing of the tanks at least once a year and recharging as necessary. You must comply with these conditions because of the reduced premium charge for this consideration.

Cyclone, Typhoon or Hurricane

In the event of a named cyclone or typhoon or hurricane warning, you will make every endeavour to remove your Boat from the water and secure it ashore or move your Boat to a cyclone or typhoon or hurricane proof shelter or slip and take all other reasonable precautions as may be necessary to safeguard your Boat.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance policy shall have no right under the UK Contracts (Rights of Third Parties) Act 1999, to enforce any of its terms.

No Claim Bonus

You may be eligible for a No Claim Bonus ("NCB") if you have no claim under this Policy. The NCB you receive will be a discount off your annual premium (except where minimum premium has been charged) stated below:

- 5% after one (1) claim-free year of insurance.
- 10% after two (2) consecutive claim-free years of insurance.
- 15% after three (3) consecutive claim-free years of insurance.
- 20% after four (4) consecutive claim-free years of insurance.
- 25% after five (5) or more consecutive claim-free years of insurance.

A claim-free year of insurance means a period of twelve months cover effected with us was in force uninterrupted and in which no claim is reported.

In the event of any claim, your NCB of 20% or 25% will be reduced to 5% or 10% respectively at the next renewal of the policy. If your NCB is 15% or less, then your NCB will be reduced to 0%.

If more than one claim is made during any one period of insurance, your NCB will be reduced to 0% irrespective of the percentage earned.

This benefit is not transferrable. However, if you buy another new boat to replace your existing boat, we agree to transfer this benefit from your cancelled policy to your new policy issued for your new boat.

If more than one boat is described in the Policy Schedule, your NCB will apply separately to each boat.

K. CLAIMS

Your duty to co-operate

In the event of a claim, any benefits that this Policy gives you depend on you giving us full details of your loss and any help that we require, including further written statements and documents we consider relevant. We may also require you to attend Court to give evidence.

You must help us even after we have paid your claim. We may attempt to recover the amount of our payment from the person who caused you to suffer loss or damage, or we may want to defend you if it is alleged that you caused loss or damage to someone else.

You must send to us immediately any letters, demands, notices or Court documents you receive relating to an accident that resulted or could result in a claim.

What you must do

For us to consider your claim, 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;
- make a report to the Police or other appropriate authorities within 48 hours of discovery if there is injury, malicious damage and theft or attempted theft of your Boat and provide a copy of the police report (or police report reference number) to us;
- contact us as promptly as possible within 30 days of the event happening and tell us details of what has happened;

- complete our claim form and any other form we ask you to complete, and take it or mail it to our claims department of the QBE office which issues the policy; and
- assume no obligation, admit no liability and incur no expense for which we might be liable without our written permission, other than allowable expenses incurred to protect the property from further loss.

What you must NOT do

You must not survey your Boat without our consent.

You must not authorise repairs to your Boat without our consent.

Only we have the right to settle or defend a claim against you by another person.

If we agree you have a claim, only we have the right to:

- make or accept any offer or payment, or in any other way admit you are liable;
- settle or attempt to settle any claim; or
- defend any claim.

When we may refuse a claim

We may refuse a claim if amongst other things:

- you do not do what your duty to disclose facts as described at Section A Clause 1 or otherwise prescribed at law ("Duty of Disclosure") requires you to do
- in the application or when making a claim, you:
 - are not truthful;
 - have not given us or refuse to give full and complete details; or
 - have not told us something when you should have.
- you do not at all times take reasonable care to:
 - prevent theft of the Boat or outboard motor(s);
 - protect your Boat against any initial or further loss or damage;
 - keep your Boat in good condition;
 - prevent death, bodily injury, or illness to other people, or loss or damage to their property; and
 - obey any statutory requirements that safeguard people or their property.
- you do not give us the documents and information we may need to help us decide on any amount that we may pay you;
- you do any of the following without our knowledge and consent:
 - make or accept any offer or payment, or in any other way admit you are liable;
 - settle or attempt to settle any claim; or
 - defend any claim.
- you do not as soon as possible make a report to the Police about:
 - any injury;
 - any malicious damage to your Boat; or
 - any 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.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the Deductible shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

IMPORTANT NOTICE:

1. **You** need to read this **Policy** carefully, and if any error or incorrect description is found herein, or if the cover is not in accordance with your wishes, you should inform the **Company** immediately and return this **Policy** to the **Company** for alteration.
2. If you are not satisfied with the course of action taken by the **Company** or decision made by the **Company**, you may seek recourse through the **Company's** Complaints Management Unit and alternatively, may seek redress or assistance from the Financial Markets Ombudsman Service or approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:

A) COMPLAINTS MANAGEMENT UNIT

QBE INSURANCE (MALAYSIA) BERHAD

No. 638, Level 6, Block B1, Pusat Dagang Setia Jaya,
(Leisure Commerce Square),
No. 9, Jalan PJS 8/9, 46150 Petaling Jaya, Selangor
Tel: +603-7861 8400
Fax: +603-7873 7430

B) FINANCIAL MARKETS

OMBUDSMAN SERVICE

Company No: 200401025885
(formerly known as Ombudsman for Financial Services)
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: +603-2272 2811

C) LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti Surat 10922
50929 Kuala Lumpur
Tel : 1-300-88-5465
Fax : +603-2174 1515

CONTACT DETAILS

QBE Insurance (Malaysia) Berhad

Reg. No.: 198701002415 (161086-D) Part of QBE Insurance Group
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

No. 638, Level 6, Block B1, Leisure Commerce Square,
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Phone: +603-7861 8400 Fax: +603-7873 7430
SST Reg No: B16-1808-31042744
www.qbe.com/my

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