

## BoatPlan/Pleasurecraft 2015 Cover Change Document

This document outlines the changes made to the BoatPlan policy wording. Please note that this is only a summary of the main changes; it is not intended to be comprehensive. You must refer to the Pleasure Craft policy document for the full wording. Page numbers in the Change section below refer to the new Pleasurecraft policy wording.

Change	Explanation
Definitions - pages 4-7	In line with modern policy drafting techniques, the Vero Marine Pleasurecraft wording has a more comprehensive list of definitions than the Vero BoatPlan wording.
Policy Terms / What you are insured for - pages 8-9	This section outlines the cover provided for accidental loss or damage to your boat, damage to the boat caused by latent defect, and accidental loss or damage to your boat's gear.
	The basis of settlement under the Vero BoatPlan wording was Market Value unless otherwise stated. The new Pleasurecraft wording has the option of either Market Value or Agreed Value. Agreed Value amounts are subject to confirmation by Vero and may require additional information to be provided.
	Boat's gear is covered for its actual market value including when temporarily removed from your boat for repair, for storage in securely locked premises, and whilst being taken to or from for repair or storage.
	We now outline what will be paid depending on whether the boat is insured for Market or Agreed Value and the basis for settlement of other claims is separately stated. The circumstances which may require a cost contribution from the insured are more particularly specified.
Benefits included in your cover / benefits - pages 10-13	The contents of the BoatPlan benefits section have been split out into Benefits and Legal Liability cover. The Boat Parts and Storage or Repair benefits are now included in the Policy Terms section. The GST clause is now in the Policy Conditions section instead. <b>All monetary amounts are now inclusive of GST.</b>
	<ul> <li>Benefits that are now different:</li> <li>The Boat Change clause is subject to the replacement boat having a market value of no more than 10% greater than the current boat. The BoatPlan wording required the value of the boat purchased to be no more than \$50,000. The replacement boat must also be of a similar type and construction for this benefit to apply.</li> </ul>
	• The costs of repacking your life raft and replacing the battery within your EPIRB (up to \$500) in the event of an accepted claim are now included. These are over and above the \$1,500 for replenishing, refilling or replacing the fire extinguishers and safety flares.
	• The reasonable incurred costs of rescuing you, passengers, pets and/or crew and having your boat removed to the nearest repairer or place of safety are covered up to \$25,000 any one event. Costs of rescuing you, passengers or crew were previously covered to a max of \$1,000. Having your boat removed to the nearest repairer or place of safety was previously

covered with no limit.



#### Benefits (cont'd)

- Costs of returning your boat to its usual location following repair (or if stolen, following its recovery), is covered for up to \$2,000 for any one event. This was previously covered with no limit.
- Transportation and accommodation for you, passengers, pets and crew to your home is now covered up to \$2,000 any one event. Reasonable costs of accommodation and transport home for you and passengers was previously covered to a maximum of \$500.
- Funeral expenses are covered up to \$5,000 per person with a maximum of \$10,000 per event, provided we have first agreed to pay a death benefit under the policy. This was previously covered together with medical and ambulance expenses to the amount shown on the schedule provided the expense was incurred within one year of the accident.
- Medical payments not covered by ACC are provided up to \$2,000 in any one period of insurance. These were previously covered together with funeral expenses above to the amount shown on the schedule (\$1,500)
- Personal Effects up to \$1,000 for trailer craft or \$5,000 for moored craft per event. Previously these were insured as other property and included in the sum insured with the boat.

#### Benefits that are additional to what was in BoatPlan:

- Additions provides for automatic cover (subject to provisos) for any additional fixtures, fittings or boat's gear purchased during the period of insurance up to \$5,000 for trailer craft and \$25,000 for moored craft.
- Continuation of Cover extending cover if the boat is afloat and navigated away from port or a launching ramp at the time the period of insurance ends. Cover is then extended until the boat arrives at a safe port or launching ramp subject to payment of any required additional premium.
- Emergency Towage Costs up to \$2,000 any one period of insurance without deduction of excess for reasonable towing expenses incurred as a result of mechanical or electrical breakdown whilst afloat and away from a mooring, marina or boat ramp.
- Legal Defence Costs of \$25,000 any one period of insurance are now specifically covered. These must be incurred to defend you from a charge under s65 of the Maritime Transport Act 1004, or of manslaughter resulting from an accident anywhere in NZ when using your boat or another boat.
- Loss or Damage Prevention in addition to the amount stated in the policy schedule and without deduction of excess for reasonable costs incurred in preventing or attempting to prevent loss or damage where a claim would be or has been accepted by us.
- Loss of Entry Fees up to \$1,000 in any one period of insurance where an entry fee has been paid for an on-water event that you can no longer take part in due to your boat being damaged and the damage is accepted by us as a payable claim. We will reimburse you the net loss of the fees that you are unable to reclaim after advising the event organisers immediately when you discovered the damage to your boat.



#### Benefits (cont'd)

- Personal Injury of various amounts depending on the extent of the injury. The injury must have been caused in direct connection with the boat when stepping into, whilst on board or when stepping from the boat or whilst the boat is being put into or retrieved from the water:
  - a. the following amounts (up to a maximum of \$15,000 per person and \$30,000 for any one *event*) arising out of any insured *event*, provided such *injury* is the sole cause of any of the following within three calendar months of the *injury* occurring:
    - i. death \$15,000;
    - ii. total and irrecoverable loss of the sight of an eye \$2,500;
    - iii. total and irrecoverable loss of the sight of both eyes \$5,000;
    - iv. total and permanent loss of the use of one hand or one foot \$2,500; and
    - v. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$5,000; and
  - b. medical and dental expenses incurred in connection with such *injury* up to the sum of \$1,000 per person per *event*.
  - We will not pay where death or *injury* was caused by suicide or attempted suicide.

## Optional Additional Benefits - page 14

Racing Risks is extended to cover accidental loss or damage occurring whilst preparing to race. *Previously only while racing.* 

New optional cover is now available for:

- floating moorings, dry docks or air berths up to their current market value, and
- fishing or diving equipment whilst kept aboard a moored craft up to the actual market value and subject to a \$500 single item limit and the total amount stated in the schedule.

# We will cover you for your Legal Liability - pages 15-16

This is a new section rather than being included in the Benefits section.

Note: the definition of "you" has expanded to include any other person using *your* boat with *your* express permission.

Your legal liability is covered from an accident *involving* your boat (rather than *caused* by your boat).

The liability limit has increased from \$1,000,000 to \$5,000,000.

Additional Legal Liability Benefits:

- caused by discharge or escape of oil or fuel from your boat or its wreck
- for reasonable expenses you incur minimising loss or damage to the environment or to others
- for interest on our proportion of any judgement earned before we make payment
- for costs payable under the Forest and Rural Fires Act 1977.

Payment will also be made for

- legal or other reasonable expenses incurred with Vero Marine's consent, and
- costs of attendance at court proceedings at Vero Marine's request, up to a maximum of \$250 per person per day are specifically covered.



### Legal Liability (cont.)

Additional Legal Liability Exclusions:

Exclusions have been more closely defined and cover now also excludes:

- towing persons or objects whilst airborne
- carrying or transmitting any infectious disease, virus, spore, plant or animal
- intentionally lighting a fire that doesn't comply with legal requirements
- liability purely due to contractual obligation

## Policy Exclusions - pages 17-19

An additional excess of \$2,500 will apply to loss or damage to your trailer or trailer craft following theft if at the time of the theft the trailer was not fitted with a locked recognised security device.

No excess will apply if we agree that your boat is a total loss or a constructive total loss (unless the loss or damage has arisen from burglary or theft).

The exclusions have been updated and cover is now also excluded for:

- osmosis, dampness, sunlight, normal wetting or weathering
- any other gradually operating cause
- marring, denting, scratching or chipping unless due to your boat being accidentally stranded or in collision
- scratching, marring or denting to your jet boat or personal watercraft caused by being in shallow waters, or loss/damage to the jet unit/motor caused by dirt or debris entering/leaving
- water ingestion to the motors or electrical equipment of your personal watercraft
- loss/damage if your boat is in an unseaworthy condition
- unexplained disappearance of your boat /any part of your boat if not reported as stolen to the NZ Police within a reasonable period
- loss/damage to personal watercraft due to its theft whilst not on its trailer unless its ignition key has been decoupled
- loss or damage to fishing or diving equipment unless covered by the Optional Additional Benefit
- loss/damage to your boat if used for permanent living accommodation unless we have agreed in writing to provide cover for this use
- loss/damage where towing vehicle and/or boat's trailer does not meet
   WOF or minimum braking standards as legally required
- loss/damage/injury/liability due to your boat being on a mooring or berth not suitable for its size and type
- loss/loss of use/reduction in function/damage to systems on your boat caused by a loss or corruption of electronic software or data

Some exclusions have been amended for clarity, such as:

- mechanical or electrical breakdown resultant loss or damage to any other part of your boat is covered as is the breakdown if caused by fire, explosion or lightning; collision; malicious act by others or theft. These refinements were not in the BoatPlan policy
- loss and/or damage to sails, masts, spars, etc. when preparing for a race unless caused by your boat being stranded, sunk, burnt or on fire, or in a collision. These refinements were also not in the BoatPlan policy.