

Boat Policy Wording

Terms of our policy to cover boats

Effective on all new policies, items and renewals issued between
1 November 2022 and 31 October 2023



FMG
Advice & Insurance

**Thank you for choosing to insure with FMG.
We are New Zealand's leading rural insurer,
100% New Zealand owned and protecting
property and livelihood in New Zealand
communities since 1905.**

Contents

Important information about your FMG policy	5
Section 1 - Cover for your boat	7
Cover for your boat on water or land	7
Automatic benefits	7
Rescue costs	7
Loss caused by natural disaster	7
Replacement or additional boat	7
Near-new boat	7
Removing or safeguarding your boat	8
Replenishment costs	8
Rewards	8
Replacement of locks and keys	8
Racing damage to sailing boat	8
What we will pay	9
What loss you are not insured for	9
Section 2 - Cover for your liability	11
Liability loss and bodily injury, and legal defence costs	11
Liability of another user	11
Automatic benefits	11
Damage when using someone else's boat	11
Damage when water-skiing	11
Disabled boat	11
Sail racing	11
What we will pay	12
Liabilities you are not insured for	12
General exclusions	13

Intoxication	13
Consequential loss	13
Excesses	13
When racing, hired, or used for business	13
Terrorism	13
Electronic data	13

Making a claim	14
-----------------------	-----------

What you must do	14
What you must not do	14
How we will manage the claim	15

General conditions of this policy	16
------------------------------------------	-----------

What you agree to do	16
How we will manage this policy	17

How to interpret this policy	19
-------------------------------------	-----------

Definitions	19
-------------	----

This policy wording describes the Boat policy. The policy provides cover for boats, outboard motors and trailers, their machinery, accessories and fittings, for private and pleasure purposes, either at sea and on dry land or on land only.

Important information about your FMG policy

Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

We are here to help

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

- tell us of any errors in your documentation
- contact us if there is anything you don't understand and would like explained
- keep this policy in a safe place along with your renewal notice(s).

We will remind you when your policy needs to be renewed

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

We have defined the meaning of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown:

- **Certificate** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- **FMG** means FMG Insurance Limited as shown on the certificate.
- **Period of insurance** means the duration of your policy, as shown on the certificate (unless the policy is ended earlier by you or us).
- **We, us, or our** means FMG.
- **You and your** means the person (or persons) shown on the certificate as the insured. You can also be a company, partnership or other legal entity.

You must provide information and pay your premium

You agree to give us correct and complete information

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy.

You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

You agree to pay your premiums on time

Cover under your policy will not start until you have paid, or have agreed to pay, the premium (including any government charges) for the period of insurance. If your premiums are not paid by the due date, your insurance could be cancelled and you will not be insured.

You agree to the exclusions and obligations detailed in the policy

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

This policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person who is entitled to claim under this policy must also meet these conditions and obligations.

We will be fair in the way we provide this cover

We provide the cover listed in the certificate

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

We are bound by the Fair Insurance Code

FMG is a member of the Insurance Council of New Zealand and bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

We comply with the Privacy Act 2020

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information. We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 2020. You have rights under the Privacy Act 2020 to access and correct the information we hold about you.

For information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

We provide a 30-day 'cool off' period

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

We agree to cover your boat and liability

We agree to provide you with the insurance set out in this policy, if 'Boat' is shown on your certificate.

Section 1 - We cover your boat

Your *boat* is insured for *accidental loss* either:

- *on water* or *on land*
- *on land* only if your certificate shows 'On Land Only'.

1. All covers include automatic benefits

Your insurance for your *boat* automatically includes the following benefits.

1.1 We cover rescue costs after loss

You are insured for the reasonable cost to rescue you and your passengers from anywhere *on water* during the period of insurance following a *loss* covered by this policy.

We will pay up to \$5,000 for any one *event*.

1.2 We cover loss caused by natural disaster

Your *boat* is insured for *accidental loss* caused by *natural disaster* when it is either:

- *on water* or *on land*
- *on land* only if your certificate shows 'On Land Only'.

1.3 We cover your replacement or additional boat

If you buy an additional or replacement *boat* during the period of insurance, we will insure that *boat* for its *present-day value*, provided you do all of the following:

- notify us of the details within 30 days of the date of purchase
- complete any proposal we require
- pay us any additional premium we require.

We will insure your replacement *boat* on the same terms that apply to the *boat* it replaces.

We will pay up to \$100,000 for any one *event*.

1.4 We replace near-new boats after loss

We will replace your *boat* with a new one of the same make, model and specification (provided one is currently available in New Zealand) if:

- your *boat* becomes a *total loss* within 1 year from the date you purchased it as new, in New Zealand, and
- we have accepted your claim.

However, if we cannot replace your *boat*, or you do not want it replaced, we will pay you the *present-day value* of your *boat*.

1.5 We cover the costs of removing or safeguarding your boat after loss

After your *boat* has suffered a *loss* covered by this policy, we cover the reasonable costs of:

- salvaging your *boat*
- removing the wreck of your *boat*
- safeguarding your *boat*.

We will pay up to 25% of the total amount shown on your certificate for any one *event*.

1.6 We provide limited cover for replenishment costs

You are insured for the reasonable costs of replenishing your fire-fighting equipment after it has been used to protect your *boat* from a *loss* covered by this policy.

We will pay up to \$5,000 for any one *event*.

1.7 We cover rewards

You are insured for reward payments you make provided these are offered both:

- to protect or recover your *boat* following a *loss* covered by this policy
- with our prior consent.

We will pay up to \$5,000 for any one reward.

1.8 We cover the replacement cost of locks and keys

You are insured for the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) for your *boat* if you have reasonable grounds to believe:

- they are lost, damaged, or stolen
- they have been duplicated without your consent
- someone else has found out the combination of an electric key pad, lock or external door.

You do not have to pay any excess for this benefit.

1.9 We cover your sailing boat for racing damage, but not boat equipment

Your wind-powered *boat* is insured while it is being used for racing, speed competitions or reliability trials, or practices for those events.

You are not insured for *loss* to sails, masts, spars, or rigging while you are racing your *boat*, unless this *loss* is caused by your *boat* being:

- stranded
- swamped or sunk
- burnt
- in a collision.

2. What we will pay

2.1 If your boat needs repair or replacement

We will settle your claim by paying whichever is less:

- the reasonable cost to repair your *boat* to return it as nearly as practicable to the condition it was in before the *loss*
- the *present-day value* of your *boat*
- the amount shown on the certificate.

2.2 If your boat is a total loss

If we settle your claim by paying either the *present-day value* of your *boat* or the amount shown on the certificate, we:

- will dispose of the wreck
- may, at our option, keep some or all of the proceeds of the wreck
- will cancel this policy, item, or optional benefit from the date of the *loss*.

2.3 If repair improves your boat

You will be required to contribute a reasonable amount towards the repair costs if the repairs means that your *boat* is in substantially better condition than immediately before the *loss*.

3. What loss you are not insured for

This section contains specific exclusions for the *boat* section of the policy. The general exclusions, starting on page 13, also apply.

3.1 Your boat is not insured for breakdown or failure

Your *boat* is not insured for *breakdown* or *failure* to any part of its:

- engine, transmission, electrical or electronic system, or
- mechanically or hydraulically operated system.

Nor is it insured for any *loss* to any part of these systems that results from such a *breakdown* or *failure*.

However, you are insured for *loss* to other parts of your *boat* resulting from such *breakdown* or *failure*.

This exclusion does not apply to:

- Breakdown or failure from a cause external to the boat except when connected in any way with:
 - operator error that results in damage to any of the above systems without, or before, damaging other part of the *boat*
 - service and repair
 - maintenance
 - wear and tear
 - the *boat* being operated outside its design capabilities and/or manufacturers specifications.

3.2 Your boat is not insured when used in water that is not navigable

Your *boat* is not insured if you use it in any part of a river or lake that a reasonable skipper would not consider suitable or *safe* for a boat of a type similar to your *boat*.

3.3 Your boat is not insured for defects, faults or defective workmanship, materials or design

Your *boat* is not insured for *loss* caused by:

- inherent defect or fault, or
- defective workmanship, materials or design.

3.4 Your boat is not insured for wear and tear

Your *boat* is not insured for:

- wear and tear
- deterioration
- rust
- corrosion
- delamination.

3.5 Your boat is not insured for theft of unsecured accessories

Your *boat* is not insured if an outboard motor or other *boat* accessories are stolen, unless they were:

- at the time of the *loss* securely locked to your *boat* using an anti-theft device or in a locked cabin or building
- stolen with your *boat*.

3.6 Your boat's sails and protective covers are not insured for loss due to wind

You are not insured for *loss* to sails or protective covers that are either:

- split by the wind
- blown away while at sea.

However, you are covered if it is caused by either:

- spars breaking
- your *boat* being stranded or being involved in a collision.

Section 2 - We cover your legal liability

4. We cover you and those you approve to use your boat

4.1 You are insured for your legal liability for injury to others and loss of their property

You are insured for your legal liability for both:

- *accidental loss* to the property of others
- *accidental bodily injury* to any other person.

Your policy covers such liability if it arises from your ownership or use of your *boat* during the period of insurance.

4.2 You are insured for legal defence costs

If we have accepted a claim under 4.1 (legal liability to others and the loss of their property) of this section of this policy, you are also insured for your reasonable legal defence costs.

4.3 You are insured for the legal liability of another user

If another person uses your *boat* with your consent, we also insure their legal liability under 4.1 (legal liability to others and the loss of their property) and 4.2 (legal defence costs) above.

5. The cover also includes automatic benefits

Your insurance for legal liability and legal defence costs automatically includes the following benefits.

5.1 We cover your legal liability for damage when you use another person's boat

You are insured for your legal liability that arises from you being personally in control of another person's *boat* with that other person's consent. You must be using the *boat* for pleasure purposes.

5.2 We cover your legal liability for damage caused by water-skiing

We cover the legal liability of any person that arises while water-skiing (or undertaking a similar activity) and being towed by your *boat*.

5.3 We cover your legal liability for damage caused by towing a disabled boat

You are insured for your legal liability that arises from your *boat* towing a disabled boat for no reward.

5.4 We cover your legal liability for damage caused by sail racing

If your *boat* is wind-powered, you are insured for your legal liability that arises while you are using that *boat* for racing, speed competitions, or reliability trials (or practices for those events).

6. What we will pay

The maximum amount we will pay for any *event* under the liability part of this policy (section 2) is the amount shown on the certificate.

If your cover under this policy is insufficient for both you and any other party covered by this policy, covering your liability will take priority.

7. Liabilities you are not insured for

This section contains specific exclusions for the liability section of this policy. The general exclusions, starting on page 13, also apply.

7.1 You are not insured for your legal liability for loss to your property

This policy does not cover your legal liability for *loss* of property that you (or the person using your *boat*) either:

- own, or
- have under your care or control.

However, you are covered for legal liability for *loss* to a disabled boat being towed by your *boat* for no reward.

7.2 You are not insured for your legal liability as an owner or user of a vehicle or aircraft

This policy does not cover your legal liability for *loss* connected in any way with your ownership or use of any motor vehicle or aircraft.

Motor vehicle means any type of machine on wheels or tracks that is propelled by its own power. The vehicle includes anything that can be towed by the machine, and any accessories attached to the machine.

7.3 You are not insured for your legal liability for penalties and certain other costs

This policy does not cover your legal liability for any fine, penalty, sentence of reparation, or any punitive or exemplary damages.

7.4 You are not insured if you accept liability when you are not liable

This policy does not cover your legal liability if you have agreed to accept liability where there would otherwise be none.

7.5 You are not insured for your legal liability for pollution or contamination

This policy does not cover your legal liability for pollution or contamination (including the cost of removal and cleaning up).

8. General exclusions for both your boat and liability

These exclusions apply to both your *boat* (section 1) and liability (section 2).

8.1 Your boat is not insured if the person in charge is intoxicated

Your *boat* is not insured for any *loss* or liability when being used by anyone under the influence of an intoxicating substance or drug.

However, this exclusion does not apply when your *boat* is stolen.

8.2 You are not covered for consequential loss

You are not insured for any consequential loss. Things you are not covered for include, but are not limited to:

- penalties
- loss of use of property
- loss resulting from delays
- loss of market
- loss resulting from depreciation
- loss of value.

8.3 You may have to pay an excess

If we accept a claim under one or more of your FMG policies, you are not insured for the amount of any excess on the certificate.

8.4 Your boat is not insured when being raced, hired, or used for business

Your *boat* is not insured for *loss* or liability connected to it being:

- used for racing, speed competitions, or reliability trials (or practices for such events), unless that *loss* is covered by automatic benefit 5.4 (sail boat racing)
- hired or chartered to others
- used for purposes other than private or pleasure purposes.

8.5 You are not covered for confiscation, nuclear materials, terrorism or war

You are not insured under this policy for *loss* in any way connected with:

- *confiscation*
- *nuclear materials*
- *terrorism* or
- *war*.

8.6 You are not covered for the loss of electronic data

You are not insured for *loss* in any way connected with the *loss* of *electronic data*.

Making a claim

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

9. What you must do

9.1 As soon as you know you are likely to make a claim

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

You must make a complaint to the Police if you suspect criminal activity.

9.2 When communicating with us

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation. You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

For more information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

9.3 When you have other insurance

You must immediately notify us of any other insurance that covers you for any of the risks covered under this policy.

10. What you must not do

10.1 You must not accept liability or settle things yourself

You must not admit you are liable to any party.

You must not say or do anything that prejudices our ability to:

- defend any action against you, or
- take recovery action in your name.

You must not start any remedial action or dispose of any property you intend to claim on without our prior approval.

10.2 You must not make untrue statements

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete. If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the Police, the Serious Fraud Office, or both.

11. How we will manage the claim

11.1 If two or more excesses apply, you need to pay the higher excess

If an *event* is covered under more than one of your FMG policies, you will have to pay only one excess. This will be the highest excess we can apply under those policies.

11.2 We will only pay the difference between another insurance and this one

You must immediately let us know if you have other insurance covering the risks covered under this policy. We will only pay over and above the limit payable under that other insurance.

11.3 We have the right to act in your name in litigation

If you make a claim under the liability part of this policy (section 2), we have the sole right to act in your name and on your behalf in connection with that claim. We can defend, negotiate or settle the claim as we decide, at our expense.

We are entitled to appoint our own lawyers who report to us, and you waive your right to legal professional privilege. We may elect to pay:

- the maximum amount payable under this policy, or
- any lesser sum for which the action against you can be settled.

Once we have done so, we have no further liability to you under this policy.

11.4 We may make progress payments

We will, at our option, make regular progress payments for your claim provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

11.5 We may recover costs from those responsible for the loss

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will refund your excess. We will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you recover any lost or stolen property claimed under this policy:

- you must hand this over to us, and
- we are entitled to keep the property and any proceeds from its sale.

If you receive any reparations for any property on which you have made a claim under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

11.6 We can choose whether or not to salvage

If your claim relates to damaged property, we are entitled to retain possession of the damaged property and deal with salvage in a reasonable manner. You cannot abandon any property to us.

General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

12. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

12.1 You must comply with all terms of this policy

You, and anyone else entitled to claim under this policy, must comply with all the terms of the policy before we will meet any claim under it.

You must tell the truth at all times.

12.2 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them.

Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

12.3 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise *loss* or damage to the property insured under this policy, and liability to others.

This includes all of the following:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent employees
- maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.

We will not pay any claim if you have been reckless or grossly irresponsible.

12.4 You must pay your premiums on time

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the first instalment (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a *total loss*:

- we will not settle your claim:
 - until the full annual premium is paid, or
 - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
- we may deduct any outstanding annual premium from the claim settlement.

12.5 You must have appropriate fire appliances

If your *boat* has any form of motor or cooking facilities on board, you must have appropriate and properly maintained fire appliances on board at all times.

12.6 You must properly moor your boat

You must not leave your *boat* unattended on water for more than 12 consecutive hours unless it is on:

- its normal permanent mooring
- any other recognised permanent mooring.

If your *boat* is normally kept on swing moorings, the moorings must be properly maintained, and lifted and inspected at least once every three years.

12.7 You must seek our written agreement to a transfer of interest

No interest in this policy can be transferred or assigned without our written agreement.

13. How we will manage this policy

13.1 How to make changes to this policy

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

13.2 How to cancel this policy

You may cancel this policy at any time by giving notice to us.

We may cancel this policy at any time by giving notice to you at the last known address we have for you. Your policy will be cancelled 30 calendar days after the day we send or deliver the notice to you.

- If you cancel this policy we will refund the unexpired portion of your premium from the date of notification
- If we cancel this policy, we will refund the unexpired portion of your premium.

If you have made a claim and we have paid the full amount under:

- the policy, we will cancel the policy
- an item, we will cancel the item.

In all three cases, the cancellation will be from the date of *loss*.

13.3 Special conditions when people are insured jointly

If this policy insures more than one person or entity, they are insured jointly. A breach by one insured will be treated as a breach by all insured persons.

The most we will pay in total to all insured persons or entities during the period of insurance is the amount shown in this policy or on the certificate.

13.4 We will add Goods and Services Tax where applicable

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

All excesses include GST.

13.5 We can inspect the boat

We are entitled to inspect property insured, at any reasonable time. You must provide any information we reasonably require in connection with that property.

When we inspect the property and provide an inspection report, we are not undertaking, determining or warranting the safety of any operation, property or premises, nor are we confirming that these are covered by a policy.

13.6 We can give information and make payments to interested parties

If you advise us of a party holding a financial interest over the property insured under this policy, all of the following apply:

- we note that interest, but the party is not directly insured under this policy
- you authorise us to disclose personal information about you to that party in connection with this policy
- we may make a claim payment directly to that party up to the limit of its interest.

If we make such a payment, we have met our obligations to you under this policy for that amount.

13.7 This policy covers events and property in New Zealand only

This policy covers:

- your insured property while it is in New Zealand, and
- your liability that arises as a result of an *event* in New Zealand

However, if another location is shown on the certificate, you will also be covered in that location.

How to interpret this policy

14.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

14.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

14.3 The law of New Zealand governs this policy

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

14.4 ‘Acts of Parliament’ include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

14.5 Headings are for ease of reading

The headings in this document are merely there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

Definitions

The following definitions apply to your policy.

Please note:

- references to the singular include the plural and vice versa
- the definitions apply to any derivatives of the word used in this policy.

Accident and **accidental** means an *event* that is sudden, unintended and unforeseen by you.

Boat means:

- the craft shown on the certificate and any associated dinghy
- machinery (excluding outboard motors), accessories and fittings that would normally be with that craft
- any outboard motors shown on the certificate
- any trailer:
 - specifically designed to carry that craft, and
 - shown on the certificate.

The boat must be used for private or pleasure purposes.

Bodily injury means *injury*, sickness, disability, disease, diagnosed mental injury, or death resulting from any of these.

Breakdown or failure means any form of mechanical, hydraulic, electrical or electronic breakdown or failure, from any cause whatsoever.

Confiscation means confiscation, requisition, nationalisation, destruction of, or damage to property by order of Government, a local authority, a court, or any public authority. The definition of confiscation excludes such orders given for the purpose of controlling a peril covered by this policy.

Event means either:

- a single *loss* or *bodily injury*, or both
- a series of *losses* or *bodily injuries*, or both, that have the same cause.

Excess means the first amount of a claim that you must pay, as shown on the certificate.

Injury means external or internal *bodily injury* caused solely and directly by violent, *accidental*, external and visible means.

Land only means while on land in New Zealand. This includes:

- when the *boat* is in transit on land, only on or in a purpose-built means of conveyance that it is designed to be transported by
- during the slipping, hauling out, or re-launching of the *boat*
- while the *boat* is undergoing major structural repairs or alterations.

Loss means physical:

- loss
- damage, or
- destruction.

Loss of electronic data means the *loss*, corruption, destruction, malfunction or unavailability of information or instructions in electronic form. This includes programs, software and other electronic data. This extends to the *loss* of use, reduction in functionality, or any other associated *loss* or expenses connected with the *loss* of such data, including data retrieval costs.

Natural disaster means earthquake (including earthquake fire), volcanic eruption, tsunami, hydrothermal activity, or natural landslip. Natural landslip means the movement (whether by way of falling, sliding or flowing, or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials that, before movement, formed an integral part of the ground. Natural landslip does not include the movement of ground due to subsidence below ground, soil expansion, soil shrinkage, soil compaction, or erosion (the wearing away of rocks, soil and the like by action of water, ice or wind).

Nuclear materials means:

- ionising radiation or contamination by radioactivity from:
 - any nuclear fuel
 - any nuclear waste
 - the combustion or fission of nuclear fuel
- nuclear weapons material.

On land means on land in New Zealand. This includes:

- when the *boat* is in transit on land, only on or in a purpose-built means of conveyance that it is designed to be transported by
- during the slipping, hauling out or re-launching of the *boat*. However, it is not regarded as 'on land' if this occurs during any period between departing or returning to New Zealand when customs clearance is required.

This does not include while the *boat* is undergoing major structural repairs or alterations, wherever it is located.

On water means inland water, and water up to 200 kilometres from the nearest point of New Zealand's North Island and South Island land masses (excluding other islands).

The *boat* is also on water:

- while it is in transit, only on or in a purpose-built means of conveyance on water that it is designed to be transported by
- during slipping, hauling out or re-launching. However, the *boat* is not regarded as being 'on water' if this occurs during any period between departing or returning to New Zealand when customs clearance is required.

Present-day value means either the:

- market value immediately before the *loss*, or
- replacement cost less an allowance for age and wear and tear.

The present-day value is the value calculated by us, using whichever method we believe to be appropriate in the case.

Terrorism means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people
- property damage
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic or economic agenda.

Our definition of 'caused by terrorism' extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

Total loss means your *boat* is:

- damaged so badly that the cost of repair less its salvage value is more than it is covered for under this policy, or
- stolen and not recovered.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

Notes

Tell us what you think about us and our service

Your feedback helps us to identify opportunities to make our products and services even better. If you have any feedback—good or bad—we would like to hear from you.

If you have a concern about something that has happened, tell us and we will investigate the issue and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we would like to know about it so we can congratulate our team—so please let us know.

How you can contact us



Call us on 0800 366 466



Contact your local FMG manager



FMG Connect - our online service www.fmg.co.nz/connect



Visit our website www.fmg.co.nz



Email us at contact@fmg.co.nz



Write to us PO Box 1943, Palmerston North 4440, New Zealand



Fax us on 0800 366 455



We're easy to contact



Call us on
0800 366 466



FMG Connect - our online service
www.fmg.co.nz/connect



Visit our website
www.fmg.co.nz



Email us at
contact@fmg.co.nz