

Australian Yachting Federation Inc.

National Membership Scheme

Contents

1. Personal Accident Insurance (All Members)
2. Third Party Liability Insurance (Gold Members only)
3. DRAFT Terms and Conditions for Individual Members *
4. Member Data Template

* The Draft Terms and Conditions for Individual Members are to be ratified by the Federal Assembly of the Australian Yachting Federation on 7th July 1999.

Personal Accident Insurance

GROUP PERSONAL INJURY POLICY

THE SCHEDULE OF COMPENSATION

Policy Number: 70004424

Insured:

Australian Yachting Federation Inc. and all affiliated members

Insured Person(s):

All Youth, Silver and Gold members

Period of Insurance:

From 1st July 1999 to 4.00pm 1st July 2000

Annual Premium: As per declarations

Stamp Duty: As per declarations

Total: As per declarations

Age Limitation:

Over 5 years and under 80 years

Geographical Limits:

Worldwide

Broker:

Aon Risk Services

SECTIONS & BENEFITS EACH INSURED PERSON

SECTION A CAPITAL BENEFITS

Event 1-17: \$100,000

Event 1: \$10,000 for insured persons aged under eighteen (18) years of age and over seventy five (75) years of age.

SECTION B WEEKLY BENEFITS

Benefit Period: Up to 52 weeks each and every claim

Deferral Period: 7 days each and every claim

Event 18: 100% of Your actual net weekly Income up to \$300 per week.

Event 19: 100% of the actual cost of Home Help up to \$300 per week

Event 20: 100% of the actual cost of Home Tutorial up to \$300 per week.

SECTION C SPECIAL BENEFITS

Non Medicare Medical

Expenses: We will pay 80% of eligible Expenses as defined up to \$3,000 in the aggregate.

Excess: \$50 each and every claim (if private health insurance is in force); \$200 each and every claim (if no private health insurance is in force)

Out Of Pocket Expenses: Not Insured

Funeral Expenses: Up to \$2,500 for any one person.

Aggregate Limit Of Liability: \$2,000,000 any one Period of Insurance.

Issued at SYDNEY this 1st day of June 1999

SLE Worldwide Australia Pty Limited for and on behalf of Gerling Australia Insurance Company Pty Limited

.....
Authorised Representative

GROUP PERSONAL INJURY POLICY FOR AMATEUR SPORTS

The Insured has made to GERLING AUSTRALIA INSURANCE COMPANY PTY LIMITED (hereinafter called "THE COMPANY/WE/OUR/US") an Application and Declaration which together with all

statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the Premium and subject to the conditions, special provisions and memoranda contained herein endorsed hereon or attached hereto if during the Period of Insurance any of the Events specified in the Events Schedule shall happen to an Insured Person (called throughout "You/Your/Yourself") as a result of Injury, We will pay The Compensation specified herein in the manner hereafter described.

In accordance with the provisions of the Insurance (Agents and Brokers) Act 1984 (as amended), SLE Worldwide Australia Pty Limited ACN 066 698 575 on behalf of Gerling Australia Insurance Company Pty Limited ACN 069 085 196 gives notice that this contract has been effected under an Authority given to SLE Worldwide Australia Pty Limited by The Company. SLE Worldwide Australia Pty Limited has entered into the Contract as an agent of The Company and not an agent of the Insured.

EXTENT OF COVER

The compensation provided shall only be payable when an event shall happen to an Insured Person whilst such Insured Person is engaged in the following activities:

- (a) Sailing, cruising and engaging / participating / officiating in organised Races.
- (b) Engaging in organised training or practice for activities described in (a) above.
- (c) Travelling directly between the activities described in (a), (b), (e) or (f) above and the Insured Persons residence or place of employment or the premises of the Insured subject to Special Provision 7.
- (d) Staying away from the Insured Person's country for an extended period for the purposes of participating in activities as described.
- (e) Motor boating (no racing).
- (f) On the premises of an AYF / MYA affiliated yacht club or an area where an affiliated yacht club operates only.

It is hereby declared and agreed effective 1/7/99 this policy excludes any claims arising from Category "0" (zero) races.

AGE LIMITATION

We shall not be liable for any Event which happens to You unless at the date of such Event You are over the age of five and under eighty years.

DEFINITIONS

For the purpose of this Policy, the following important definitions apply:

PERIOD OF INSURANCE means the period specified in the Schedule of Compensation attached hereto, or any subsequent period in respect of which the Insured shall have paid and We shall have accepted the Premium required for the renewal of this Policy as provided in Condition 3 hereof.

INJURY means an injury that occurs fortuitously to You during the Period of Insurance and which results solely and directly and independently of any other cause including any known or unknown pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury) in any of the Events specified in The Events Schedule within one year of the date of occurrence of such Injury. Injury does not include any Event caused as a result of Heatstroke and/or caused directly or indirectly by or attributable to any sickness or disease.

TOTAL DISABLEMENT means, as a result of Injury You are wholly and continuously prevented from engaging in all or part of the duties of Your usual occupation other than playing sports and not engaged in any other occupation and under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than Yourself.

PERMANENT means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

PARAPLEGIA means total paralysis of both legs and part or whole of the lower half of the body.

QUADRIPLEGIA means total paralysis of both legs and both arms.

LIMBS means a hand at or above the wrist or a foot at or above the ankle.

FINGERS OR TOES means the digits of a hand or foot.

INCOME means the average of Your weekly rate of pay (net of business expenses, income tax and personal deductions) earned from personal exertion in your usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury resulting in any of the Events covered by this Policy, excluding bonuses, commissions, overtime payments or other allowances.

DEFERRAL PERIOD means the period commencing with the first day of Total Disablement for which medical treatment was sought in respect of Your

Injury, and for which no Compensation is payable to You under this Policy.

DISABILITY means disability which substantially handicaps You from obtaining or keeping employment or from undertaking work on Your own account provided that any such employment or work is of a kind which apart from the Injury would be suited to Your age, experience or qualifications.

VOLUNTEER WORKER means an individual engaged in unpaid work and services for and on behalf of the Insured. Such work and services must solely involve activities organised, authorised and under the control of the Insured and for whose time

contribution and efforts such Volunteer Worker does not receive any Income (as defined) or any form or financial reward or remuneration. Such activities do not include heavy manual labour and/or construction work.

AUTHORISED OFFICIALS means appointed officials of the Insured whilst engaged in official sport duties under the control and authorisation of the Insured including direct travel to and from such duties. Any delay subsequent to the actual completion of official duties shall be deemed to terminate the cover immediately.

THE EVENTS SCHEDULE

THE EVENTS

SECTION A - CAPITAL BENEFITS

Injury (as defined) resulting in:

THE COMPENSATION
(as a percentage of the
Capital Sum)

Event 1.	Death	100%
Event 2.	Permanent Quadriplegia or Permanent Paraplegia	100%
Event 3.	Permanent and incurable insanity	100%
Event 4.	Permanent Total loss of sight of both eyes	100%
Event 5.	Permanent Total loss of sight of one eye	100%
Event 6.	Permanent Total loss of use of two limbs	100%
Event 7.	Permanent Total loss of use of one limb	100%
Event 8.	Permanent Total loss of hearing in:	
	(a) both ears	(a) 75%
	(b) one ear	(b) 15%
Event 9.	Permanent Total loss of lens of one eye	50%
Event 10.	Permanent Total loss of use of 4 fingers and thumb of either hand	70%
Event 11.	Permanent Total loss of use of 4 fingers of either hand	40%
Event 12.	Permanent Total loss of use of thumb of either hand:	
	(a) both joints	(a) 30%
	(b) one joint	(b) 15%
Event 13.	Permanent Total loss of use of fingers of either hand:	
	(a) three joints	(a) 10%
	(b) two joints	(b) 7%
	(c) one joint	(c) 5%
Event 14.	Permanent Total loss of use of toes of either foot:	
	(a) all - one foot	(a) 15%
	(b) great - both joints	(b) 5%
	(c) great - one joint	(c) 3%
	(d) other than great - each one	(d) 1%
Event 15.	Fractured leg or patella with established non-union	10%
Event 16.	Shortening of leg by at least 5 cm	7%
Event 17.	Any Permanent Disability not enumerated under Events 5 to 16 above will be paid for in proportion to the degree of Permanent Disability as compared with the cases enumerated above without taking into account the occupation of the Insured Person.	

We will pay such a percentage of the Capital Sum that We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the Compensation provided under Events 8 to 16 inclusive, limited always to a maximum of 75% of the Event 1 Compensation amount.

THE EVENTS

SECTION B - WEEKLY BENEFITS

Event 18. Injury (as defined) resulting in temporary Total Disablement and the Insured Person is an Income Earner. The Compensation shall be payable for no longer than the Benefit Period specified in the Schedule and shall be subject to a Deferral Period equal to the period specified in the Schedule.

We shall pay the agreed percentage of the actual loss of or reduction in Income (as defined) OR the maximum amount specified in the Schedule whichever is the lesser.

Event 19. Injury (as defined) resulting in temporary Total Disablement and the Insured Person is not an Income Earner. The Compensation shall be payable for no longer than the Benefit Period specified in the Schedule and shall be subject to a Deferral Period equal to the period specified in the Schedule.

We shall pay the agreed percentage of the actual cost of Home Help from a recognised and licensed Domestic Help Agency certified as necessary for the duration of Total Disablement by a registered and legally qualified medical practitioner OR the maximum amount specified in the Schedule whichever is the lesser.

Event 20. Injury (as defined) resulting in temporary Total Disablement and the Insured Person is a full time student. The Compensation shall be payable for no longer than the Benefit Period specified in the Schedule and shall be subject to a Deferral Period equal to the period specified in the Schedule.

We shall pay the agreed percentage of the actual cost of Home Tutorial by a qualified tutor certified as necessary for the duration of Total Disablement by a registered and legally qualified medical practitioner OR the maximum amount specified in the Schedule whichever is the lesser.

Compensation shall not be payable under more than one of Events 18, 19 or 20 in respect of the same Injury.

THE EVENTS

SECTION C - SPECIAL BENEFITS

1. NON MEDICARE MEDICAL EXPENSES

Wherever used in this Policy, Non Medicare Medical Expenses means expenses that are not subject to any full or partial Medicare rebate nor recoverable by You or by the Insured from any other source and incurred within twelve (12) calendar months of You sustaining an Injury and paid by You or the Insured on Your behalf for treatment certified necessary by a

legally qualified medical practitioner to a registered private Hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding dentures, and is caused by Injury.

Non Medicare Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred. (Commonly known as the "Medicare Gap").

Provided that We shall not be liable to make any refund in respect of:

- a) any expense recoverable by You or by the Insured from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
- b) any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply;
- c) more than the percentage specified in the Schedule of the amount of each claim made under this Section after deduction of the amount applicable in Item 1 above and deduction of the amount of Excess specified in the Policy Schedule.

Provided that the total liability of the Company shall not exceed in the aggregate the amount specified in the Schedule.

2. OUT OF POCKET EXPENSES

Wherever used in this Policy, Out of Pocket Expenses shall be deemed to mean any expense which is authorised by the treating Medical Practitioner and is required to assist in the recovery of the Insured Person. Provided always that the total liability of the Company shall not exceed in the aggregate the amount specified in the Schedule.

3. FUNERAL EXPENSES

Wherever used in the Policy, Funeral Expenses shall be deemed to mean any expenses which are incurred within twelve (12) calendar months of You sustaining Injury and paid on Your behalf in the burial or cremation of Your body.

Provided that we shall not be liable to make any refund in respect of:

- a) any expenses recoverable by You or Your estate from any other source except for the excess of the amount recoverable from such source.

Provided always that the total liability of the Company shall not exceed the amount specified in the Schedule.

SPECIAL PROVISIONS

1. The Compensation payable under Event 1 in Section A shall be payable to Your estate; any other Compensation payable under the Policy shall be payable to You.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury.
(b) Any Compensation payable for Events 1-17 listed in Section A shall be reduced by any Compensation already paid under Events 18 and/or 19 and/or 20 in Section B in respect of the same Injury.
(c) Should You sustain Injury which results in any one of Events 2 to 7 described in Section A there shall be no further liability under the Policy for Injury sustained by You thereafter.
3. Compensation shall not be payable:
 - (a) Under Events described in Section B and/or Section C in excess of the Benefit Period shown against such Events therein in respect of any one Injury.
 - (b) Unless the Insured Person as soon as possible after the happening of any Injury giving rise to a claim under the Policy procures and follows proper medical advice from a legally qualified medical practitioner.
 - (c) Under more than one of Events 18,19 or 20 in respect of the same Injury.
4. The Compensation payable under Event 18 shall be limited to the amount inserted in the Schedule. If You continue to receive the whole or any part of your weekly Income following your Total Disablement, or if you are entitled to receive Disability benefits under any Workers Compensation Act or Ordinance, any Accident Compensation Act or Ordinance or any legislation having a similar effect in respect of the same Injury, then the Compensation payable under Event 18 shall be reduced by the amount necessary to limit the total of all payments to the amount inserted in the Schedule.
5. If as a result of Injury, Compensation is payable under Section B hereunder and if, while the Policy is in force You suffer recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless between such periods You

have performed the duties of Your occupation on a full-time basis for at least six consecutive months, in which event such Total Disablement shall be deemed the result of a new Injury and subject to a new Deferral Period.

6. AGGREGATE LIMIT OF LIABILITY

Our total liability for all claims arising under the Policy during any one Period of Insurance shall not exceed the amount set out in the Schedule.

7. The Compensation payable under Events 1-17 is limited to 20% of the Capital Sum whilst an Insured Person is engaged in travel to and from the organised activities prescribed in the Extent of Cover section whether or not an Insured Person is travelling individually or in a group or as a team member.
8. In respect of Insured Persons aged under 18 years, Event 1 - Death is limited to \$10,000.
9. The Premium shown in this Policy is subject to periodic review at the commencement of each Period of Insurance.
10. If an Insured Person suffers an Injury and requires physiotherapy treatment(s), We will pay compensation up to the amount of Compensation shown under Section C - Non Medicare Medical Expenses provided that the Insured Person has obtained a referral from a registered and legally qualified medical practitioner. Compensation under Non Medicare Medical Expenses for physiotherapy treatment(s) will cease as soon as the Insured Person resumes playing sport.
11. Exposure
If as a result of an Injury occurring during the Period of Insurance You are exposed to the elements and suffer from any of the Events set out in the Events Schedule as a direct result of that exposure, We will pay Compensation accordingly.
12. Disappearance
If You disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which You were then travelling and Your body has not been found within one (1) year after the date of disappearance, We will pay a Compensation on the assumption that You died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

CONDITIONS

1. COMPLYING WITH POLICY CONDITIONS: The due observance and fulfilment of the terms of

this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by You and the truth of the statements and answers in the said Application if any, and in any Applications and medical evidence required from You in connection with this Insurance shall be conditions precedent to Our liability to make any payment under this Policy.

2. **FRAUD:** Any fraud, mis-statement or concealment by the Insured and/or You either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give Us certain rights provided for in the Insurance Contracts Act 1984 (as amended), including the right to refuse payment of any claim or to avoid the Contract.
3. **POLICY RENEWAL:** This Policy may be renewed with Our consent from term to term, by payment of the Premium in advance at Our Premium rate in force at the time of renewal.
4. **CANCELLATION:** The Policy may be terminated at any time at the request of the Insured in which case We will retain our short period rate for time the Policy has been in force. We may cancel the Policy at any time subject to the provisions of the Insurance Contracts Act 1984 (as amended).

CLAIMS PROCEDURE

- a) Written notice must be given to Us within thirty days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- b) All certificates and evidence required by Us shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- c) You shall as often as reasonably required submit to medical examination on Our behalf and at Our expense.
- d) We shall in the case of your death be entitled to have a post-mortem examination at Our expense.

REPORT OF CLAIM FORMS: We will, upon receipt of notice of claim furnish to the claimant such forms as are usually furnished by Us for filing Proof of Loss. If such forms are not furnished by Us within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proofs covering the occurrence, the character and the extent of the loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to Us in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety days after the date of such loss and in the case of any other claim for loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF THE PAYMENT OF CLAIM: Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued Compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

LEGAL ACTIONS: No action at Law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

JURISDICTION: This insurance shall be governed by the law of the Territory, State or Country where the Policy was issued whose Courts shall have sole jurisdiction in any dispute arising hereunder. For the purpose of this Condition the place of issue stated in the Schedule shall be conclusive.

ASSIGNABILITY: This Policy and any rights thereunder shall not be assignable without Our prior written consent.

CONSTRUCTION: The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

EXCLUSIONS:

This Policy shall not apply to any Event directly or indirectly caused by or resulting from:

1. Any consequence of war, invasion or civil war;
2. (i) You being a pilot or crew member of any aircraft; or
(ii) You engaging in any aerial activity except as a passenger in any properly licensed aircraft;
3. Deliberately self-inflicted Injury;

4. Pregnancy or childbirth;
5. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
6. Effects of Alcohol and/or Drugs not prescribed by a registered and legally qualified medical practitioner.

No Compensation will be paid where We are prohibited from paying due to Government legislation, as existing or amended.

IN WITNESS WHEREOF, this Policy has been signed on Our behalf, but it shall not be binding unless The Schedule of Compensation is countersigned by Our Authorised Representative.

SLE WORLDWIDE AUSTRALIA PTY LIMITED FOR
AND ON BEHALF OF GERLING AUSTRALIA
INSURANCE COMPANY PTY LTD



BRADLEY G FRENCH
General Manager

1st July 1999

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Third Party Liability Insurance

SECTION ONE

MEANINGS OF SPECIAL WORDS IN THIS POLICY

In this policy certain words have special meanings. They have the same meaning wherever they appear. These words are listed below, and most of them appear in bold type throughout this booklet.

"AYF"

means the Australian Yachting Federation Inc.

"You" or "your"

means the paid up Gold Member(s) of the Australian Yachting Federation Inc.

Where we write about paying you, "you" also includes any person you give us permission to pay, or any other person we pay on your behalf as a result of the decision of an Australian Court.

Where you allow any other licensed person to control your boat, the words "You" or "your" shall include such person as if they were the person insured by this policy.

"We" or "our" or "us"

means Associated Marine Insurers Agents Pty Ltd ACN 006 104 007, as agent for the Insurer.

"Insurer"

means CGU Insurance Limited ACN 004 478 371 and Zurich Australian Insurance Limited ACN 000 296 640 who subscribe to this policy in equal proportions.

"Accident"

usually means a sudden and unexpected event. In this policy **"accident"** also includes a series of accidents arising out of one event. "Accidental" and "accidentally" have corresponding meanings.

"Boat"

A **Boat** is either:

- a) a vessel principally propelled by sails and includes all sailing vessels, motor sailers, windsurfers and the like, or
- b) a vessel principally propelled by mechanical means that complies with the following criteria:
 - has a designed speed of less than 35 knots, and/or

- is 20 metres or less in length, and
- is not a jetski or other similar personal watercraft.

A **"Boat"** excludes moorings, mooring buoys and mooring lines.

"Damage"

means any form of physical harm. **"Damage"** excludes wear and tear, gradual deterioration and anything that was physically harmed before the start date of the policy.

"Excess"

means the amount you must pay towards a claim. This amount is \$1,000 any one accident or series of accidents arising out of one event in respect of Third Party Property and \$300 for Third Party Personal Injury any one accident or series of accidents arising out of one event.

"Legal Liability"

means that an Australian court finds, or we accept, that either:

- **you**, or
- a person navigating or in charge of **your Boat** with your permission,

is legally responsible to pay compensation for:

- loss or **Damage** to property owned or controlled by someone else, or
- death of, or bodily injury to, another person.

"Period of Insurance"

means the period that we insure you for under this policy. The insurance for each Gold Member of the AYF commences from the time and date that the AYF receives payment for Gold Membership, and continues until Midnight on the 30th June, 2000. All cover under this policy will automatically lapse at that time, unless the policy is renewed for a further period (see "An explanation of this Policy" below).

"Premium"

means the amount you must pay for this insurance, in addition any Government Duty, GST or other charges imposed by the Government will be payable by **you**.

AN EXPLANATION OF THIS POLICY

This is an Insurance Contract.

This policy is an insurance contract between the paid up Gold Members of the AYF and the Insurer.

We are the Agents for the Insurer, and will administer this policy, and settle any claims under it, on behalf of the Insurer.

Insurance cover is automatic upon payment of a Gold Membership of the AYF. This Policy may be renewed if agreed between you and us, but only upon renewal of your Gold AYF membership and subject to the AYF receiving payment for same within fifteen days of the expiry date.

It is important that you:

- read all of this policy carefully, keep it in a safe place, and
- are aware of the limits of the amounts we will pay.

SECTION TWO

GENERAL CONDITIONS LEGAL LIABILITY COVER FOR AYF MEMBERS

This Policy is subject to an **Excess**, as detailed in Section 1 and is not intended to substitute or replace your existing Marine Liability Insurance attaching to vessels that are owned or chartered by you.

What Legal Liability can you claim for?

You can claim for Legal Liability only if:

- the **Legal Liability results** from an **accident** that:
 - is caused by you, and
 - occurs during the **period of insurance**, and
 - was not expected or intended to give rise to **Legal Liability**, and
 - was in connection with the use or **navigation** of a **Boat** and/or its equipment/accessories,

and

- your claim is not excluded by any of the terms, conditions, provisions or exclusions contained in this policy.

Anyone making a claim for **Legal Liability** under this policy must observe the terms of this policy.

What we pay

If we agree to pay a claim for **Legal Liability** we will pay:

- compensation,
- legal fees and expenses, but only if we agree to them in writing before they are incurred.

Limit on what we pay under Section Two General Conditions

If we agree to pay a claim for **Legal Liability**, the amount payable by us under this policy is limited to a maximum of A\$10,000,000 any one accident or series of accidents arising out of one event and irrespective of the number of Gold Card Members of the AYF involved in any one accident, or series or accidents, arising out of one event, the indemnity shall be limited to A\$20,000,000 in total.

This amount includes all legal costs and expenses:

- that we agree to in writing before they are incurred, or
- for which you have a **Legal Liability** to pay someone else.

SECTION THREE

EXCLUSIONS

Circumstances where Coverage is Excluded Under Section 2:

- Cover is excluded, and we will not pay, nor defend, any claim for **Legal Liability**:
 - for loss or **Damage** to your **Boat** or any other property that is owned by you, or by your employees (if the accident arises out of the course of their employment);
 - for loss or **Damage** to your **Boat** or any other property that is owned by the licensed person(s) in control of your **Boat** with your permission;
 - that is covered (or is required to be covered) by any compulsory compensation scheme or third party insurance in relation to injury to persons or by any motor vehicle policy covering third party property **Damage**;
 - of any person who is employed in a marine trade (eg. repair yard, slipway, yacht club, marine sales agency) where the **Legal Liability** arises out of or in the course of his or her employment/trade;
 - howsoever caused arising whilst you or any person covered by this insurance is

not on, navigating or in charge of or in direct connection with a **Boat**, as defined herein;

- exceeding the maximum limit of liability of A\$10,000,000 stipulated in this policy;

- howsoever arising caused by:

- paragliding or any other airborne activity, or
- powerboat racing; or
- water-skiing, aquaplaning or similar activities involving towing of persons, or
- any person, company or business engaged in servicing or repairing your **Boat**;

- howsoever arising caused by circumstances or events not specifically covered in Section 2;

- where your **Boat**, or the **Boat** you are in control of, is more than 200 nautical miles from the Australian Mainland or Tasmania or Australian Islands and dependencies;

- resulting from intentional acts or omissions by you;

- that occurs as a result of pollution (howsoever caused).

We may also refuse a claim if:

- you do not give us the documents and information we may need to help us decide on our liability to you, or

- you do any of the following without our agreeing to it first:

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

- you do not as soon as possible make a report to the Police or Maritime Authorities about any **accident** involving your **Boat** if the law requires you to report the **accident**.

You are not insured for Legal Liability arising from/if:

- any person or organisation lawfully damages, destroys, seizes, confiscates or takes possession of your **Boat**;

- any war, whether it has been formally declared or not, or any hostilities, rebellion or revolution;

- radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;

- you or the licensed person in control of your **Boat** acting as a race organiser or promoter;

- punitive, exemplary damages and/or fines howsoever caused;

- you having a drug or alcohol level that exceeds the legal limit that applies in the State or Territory where the accident or event occurs **AND** results in a conviction for that offence;

- you refusing to allow police to conduct a breath, blood or other test to determine your or their alcohol or drug level **AND** results in a conviction for that offence;

- the licensed person in control of your **Boat** not being the holder of a current license as required by the Statutory Authorities in relation to your **Boat**,

- the **Boat** is intentionally or knowingly used for an unlawful purpose;

- your **Boat** is being used for other than private social or pleasure purposes unless otherwise agreed to in writing by us;

- your **Boat** is being used to carry explosives or flammable substances illegally but only if you are convicted of any offence in relation to such carriage.

- you intentionally, recklessly or knowingly, or where it should be known, use or allow your **Boat** to be used in an unseaworthy condition, or contrary to the rules of the Australian Yachting Federation, and the **Legal Liability** was incurred as a result of the unseaworthiness or breach of the safety rules of the Australian Yachting Federation.

In certain circumstances, even though an exclusion applies, your claim will not be prejudiced if you comply with specific criteria:

In the event that the licensed person in control of your **Boat** is convicted, in relation to the accident, of an offence involving excess alcohol or drugs or failure to provide a breath, blood or other test, then your claim under this policy will not be prejudiced if **you prove:**

- **you** did not consent to your **Boat** being controlled by the licensed person, or

- **you** had no reason to suspect the licensed person in control of your **Boat** was affected by alcohol or drugs.

In the event that the person in control of your **Boat** at the time of the accident was unlicensed or has failed to comply with the license conditions, then your claim under this policy will not be prejudiced if **you prove**:

- **you** did not consent to your **Boat** being controlled by the unlicensed person, or
- **you** had no reason to suspect the person in control of your **Boat** was unlicensed or was licensed but was in breach of the license conditions.

Date Recognition Special exclusions

There is no insurance under this policy in respect of any claim arising from the failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

However, we will pay for any resultant loss, damage or liability which is covered by this policy.

SECTION FOUR

HOW TO MAKE A CLAIM

Claims Notification

Claims are to be notified and supported by a completed Incident Report Form relating to the accident or occurrence within a reasonable period.

As soon as possible after any **accident or occurrence** that may give rise to a claim for **Legal Liability** against you, you must:

- complete and forward to **Associated Marine** a signed "Incident Report" within 7 days.
- make a report to the Police or Maritime Authorities about any **accident** involving **your Boat** (if the law requires you to report the **accident**), or
- You can telephone us (see phone numbers on back cover) to advise of the **accident or occurrence**.

When you call us we will tell you what information we need to attend to your claim as quickly and as fairly as possible. We may:

- send you a claim form or request you to complete other documents, and

- require you to give us a written report from the Police or Maritime Authorities to say that you reported the event to them.

If you have an **accident** involving another **Boat**, you should obtain:

- the name, address and **Boat** licence number of the person in control of the other **Boat**, and
- the registration number of the other **Boat** and a general description of it, and
- the name, address and telephone number of any witness(es).

You must co-operate with us

You must tell us about and send us a copy of any notice, letter, claim, writ or summons as soon as possible after you receive it.

We may require you to attend court or any enquiries to give evidence.

Should you require any additional assistance with any claims, please contact Associated Marine Agents Pty Ltd as follows:

New South Wales:

9th Floor, 34 Hunter Street, Sydney

Telephone: (02) 9233 4177

Facsimile: (02) 9231 6808

Postal Address:

GPO Box 4508

Sydney NSW 2001

SECTION FIVE - GENERAL

HOW TO CANCEL THIS POLICY

How you may cancel

You may cancel this policy at any time by telling us in writing that you want to cancel it and that the policy coverage is no longer required. There is no pro rata return of subscription.

How we may cancel

We may cancel this policy only if:

- relevant premiums for the member is not received from the AYF, or
- the law otherwise says we can.

If we cancel this policy, we will tell you in writing.

We will give you this notice of cancellation in person or send it to the most recent address you have given us or to the Australian Yachting Federation.

Automatic cancellation

This policy is automatically and immediately cancelled forthwith if:

- **you cease to be a fully paid up Gold Member of the AYF, or your Gold Membership with the AYF is terminated.**

CODE OF PRACTICE

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, agents and consumers. The Code sets out what we must do when dealing with you. Please phone 13 18 13 if you want more information about the Code.

RESOLVING YOUR COMPLAINTS

If you think we have let you down in any way, or our service is not what you expect, please tell us so we can help.

You can contact us:

By phone

Please phone any of the numbers listed on the back of this booklet. They will put you in contact with an appropriate person to deal with your complaint.

In writing

Please send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. Your letter will be directed to the appropriate person.

In person

Come in and talk to us at any of our branches.

What we will do to resolve your complaint:

When you first let us know about your complaint or concern:

- it will be handled by the person who has authority to deal with it, and
- that person will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with that person's decision on your complaint, then it will be referred to the relevant Manager, who will contact you within 5 working days.

If you are not satisfied with the Manager's decision, then it will be referred to the General Manager in Head Office. The General Manager will send you our final decision in writing within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can choose to have the matter resolved externally, for example by mediation, arbitration or legal action.

You can also raise certain claims related complaints directly with the General Insurance Claims Review Panel. This is an independent body and its service is free to you. We agree to accept the Panel's decision. Again, you have the right to take legal action if you disagree with the Panel's decision.

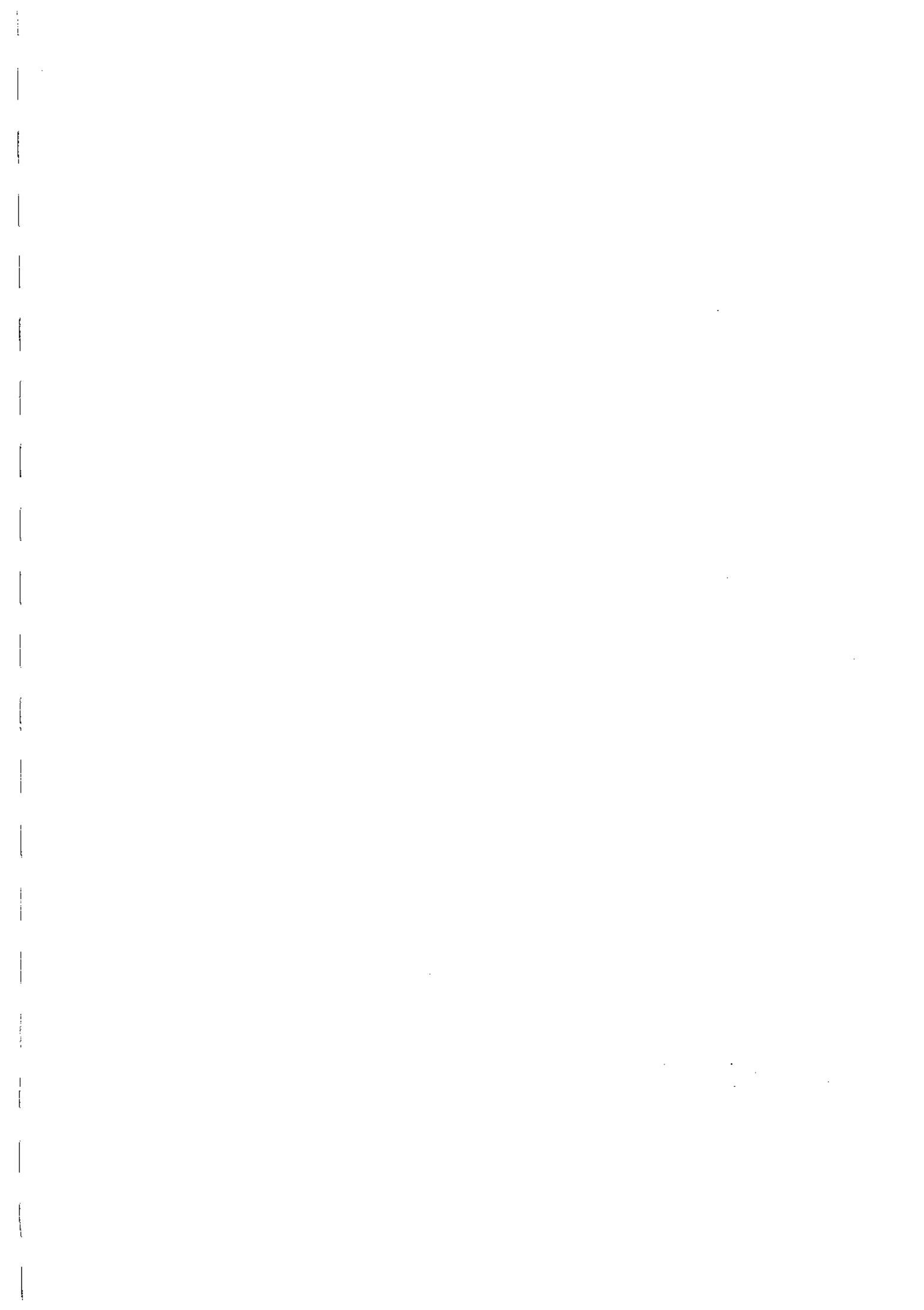
You must contact the Panel within 3 months of receiving our final decision.

You can phone the General Insurance Claims Panel from anywhere in Australia on: 1300 363 683, or write to them at:

General Insurance Claims Review Panel
PO Box 561
Collins Street West
Melbourne VIC 8007

1st July 1999

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THE AUSTRALIAN YACHTING FEDERATION INC.

MARINE LIABILITY CLAIM FORM

(Damage to other Vessels/Property or Injury to Third Party Persons)

Claim No.

Please answer all questions in full. Any delay returning this form may prejudice your claim under the Policy. The Insurers do not admit liability by the issue of this form.

ASSURED

Name.....
Address.....
Tel. No..... AYF Personal Identification No. (PIN).....

SKIPPER/DRIVER DETAILS (Person in charge at time of accident)

Name..... Boat Licence No.....
Address..... Class of Licence.....
..... Licence expiry date.....
Tel No. Relationship to Assured.....

ACCIDENT DETAILS

Date..... Time..... Location.....
Sea conditions.....
Weather conditions.....
Speed of vessel at time of accident.....
Were skiers being towed, if so, how many?.....
Explain how accident occurred.....
.....
.....

POLICE REPORT

Was the incident reported to the Police or Maritime Authorities?.....
Did you sign a statement?.....
State Officer's name:..... Number:..... Stationed at.....
Has any action been taken or threatened..... Against whom?.....
If so, what action?.....
.....

DETAILS OF LOSS OR DAMAGE TO OTHER VESSELS OR PROPERTY

If any other Vessel involved state:-

(a) Name of Vessel..... Reg. No.:.....

(b) Owner(s) Name and Address:.....
 Tel. No.....

(c) Nature of damage to other craft.....
 Estimated repair cost: \$

If damage to Property other than above state:-

(a) Owner(s) name and address.....
 Tel. No.....

(b) Description of property damage.....
 Estimated repair cost: \$

DETAILS OF PERSONAL INJURY TO THIRD PARTIES

Was injured party on board your vessel, third party vessel, a swimmer or water skier?.....

Name and address of third party.....
 Tel. No..... Age.....

Name of Hospital and/or Doctor.....

Details of injuries sustained.....

Names & addresses of any witnesses to the incident:-

Name..... Address.....
 Tel No.....

Name Address.....
 Tel

All details provided herein are for the purpose of identifying a particular incident that could give rise to a written claim from an injured person. Further detailed information will be required in the event a formal claim is lodged by the injured person.

I hereby declare that my answers to the foregoing questions and particulars are to the best of my knowledge and belief true and correct.

Insured's Signature: Dated at

Terms & Conditions for Individual Members

These Terms and Conditions are approved by the Federal Assembly under the AYF Constitution. They are binding on the AYF and all members including Individual Members. Terms and phrases in these Terms and Conditions are to be interpreted in accordance with the AYF Constitution. Where there is any discrepancy as to the interpretation or application that discrepancy will be resolved by the AYF Board in its sole discretion.

1 INTRODUCTION

- 1.1 These Terms and Conditions and any amendments published by the AYF from time to time govern all aspects of individual membership of the AYF. Each Member Yachting Association (MYA) of the AYF acknowledges and agrees that an Individual Member is also an Individual Member of the MYA in the state in which that member resides. The intent of these Terms and Conditions is to protect Individual Members of an MYA and the AYF, and also each MYA and the AYF.
- 1.2 Individual membership of an MYA and the AYF will be governed by these Terms and Conditions. It is the responsibility of each Individual Member to read and understand them. Notwithstanding the fact that the AYF and MYA will use all reasonable endeavors to advise Individual Members of any changes to these Terms and Conditions, each Individual Member is responsible for remaining aware of these Terms and Conditions for Individual Members.
- 1.3 Every effort has been made to ensure that the information provided in relation to individual membership of an MYA and the AYF is correct. However, the MYAs and the AYF accept no responsibility for an inaccuracy or misdescription.

2 DEFINITIONS

In these Terms and Conditions, unless this contract otherwise requires:

- 2.1 "AYF" means the Australian Yachting Federation Inc.
- 2.2 "MYA" means the State Yachting Association, affiliated to the AYF, in the State in which the Individual Member normally resides.
- 2.3 "Club" means a sailing, yacht or boating club that is affiliated to an MYA of the AYF.
- 2.4 "Assembly" means the Federal Assembly of the Australian Yachting Federation.
- 2.5 "Board" means the Board of Directors of the Australian Yachting Federation.
- 2.6 "Youth Member" means a member of both a MYA and the AYF that is under the age of 19 at 30 June in any year and whose membership fee is collected through, and whose membership details are provided by, a club to the MYA.
- 2.7 "Silver Member" means a member of both a MYA and the AYF whose membership fee is collected through, and whose membership details are provided by, a club to the MYA.
- 2.8 "Gold Member" means a member of both a MYA and the AYF whose membership is administered by the AYF and/or MYA directly.
- 2.9 "Individual Member" means any individual Youth, Silver or Gold Member of both a MYA and the AYF.
- 2.10 "Benefits" means the benefits available to an Individual Member determined by the Board from time to time.
- 2.11 "Card" means a membership card issued by the AYF detailing the category of membership, the name of the Individual Member, the membership number, the member's

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club (where appropriate), date of birth (where appropriate) and the expiry date.

2.12 "*Membership year*" means the period from 1 July to 30 June. Unless renewed, membership of the MYA and the AYF will lapse on 30 June each year.

2.13 "*Membership fee*" means:

(a) for *Gold members*, an amount payable to the AYF, recommended by the Board for approval by the Assembly, in accordance with the Constitution of the AYF

(b) for *Youth Members* and *Silver Members* an amount paid to the MYA consisting of:

(i) an amount to the AYF, recommended by the Board for approval by the Assembly, in accordance with the Constitution of the AYF, and

(ii) an amount to the MYA, determined by the MYA from time to time

2.14 "*State*" means and includes a State or Territory of Australia.

3 MEMBERSHIP UPGRADES

3.1 A *Youth Member* or *Silver Member* may upgrade to a *Gold Member* at any time by paying a supplementary fee to the AYF. This fee will be recommended by the Board for approval by the Assembly, in accordance with the Constitution of the AYF.

4 MEMBERSHIP

4.1 *Individual Members* will have no voting or other rights under the Constitution of the AYF. Unless otherwise determined by the Assembly, *Individual Members* shall have no right to attend or debate at General Meetings of the Assembly.

4.2 Individual Membership of the MYA and the AYF shall not be taken to

imply membership of a *club*. Club membership shall be a matter for the individual. However, all *Youth Members* and *Silver Members* must be members of a *club*.

4.3 An *Individual Member* of the MYA and the AYF shall have no rights as provided for in the Racing Rules of Sailing (RRS). However, from 1 July 2001, the AYF will prescribe in the RRS that any person on board who has competed in more than three races under the RRS shall:

(a) unless otherwise prescribed in the Notice of Race with the approval of the MYA, be a member of a *club* affiliated to an MYA of the AYF and

(b) be an *Individual Member* of the MYA and the AYF.

4.4 Each *Individual Member* must promptly advise the AYF or the MYA of any change of name, address or other relevant membership details. Such changes must be supplied in writing. Verbal notification is not sufficient or valid.

4.5 Individual Membership will terminate automatically on the death of an *Individual Member*.

4.6 Individual Membership is personal to an *Individual Member* and may not be transferred or assigned. Individual Membership fees are non-refundable.

5 MEMBERSHIP FEES

5.1 *Youth Members* and *Silver Members* will normally pay their *Membership fee* to their *club*. Where a person is already an *Individual Member* by virtue of:

(a) their membership of another *club*; or

(b) being a *Gold Member*

they may, on presentation of their *card* or other evidence of Individual Membership, request that a *club(s)* waive their *Membership fee*.

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5.2 A *Gold Member* may pay their *Membership fee* by cash, cheque or any *Credit Card* or other means acceptable to the *AYF* from time to time.

5.3 A *Youth Member* or *Silver Member* may pay their *Membership fee* by any method acceptable to the *club*.

6 USE OF THE CARD

6.1 By use of the *card*, the *Individual Member* agrees to be bound by these *Terms and Conditions*.

6.2 The *card* is and shall remain the property of the *MYA* and the *AYF* and must be returned on demand. The *card* is not a credit card.

6.3 The *card* is valid for use only by the *Individual Member* whose name is printed on the *card*. The *card* is valid for use only during the period indicated on it.

6.4 If the *card* is lost or stolen the member must notify the *MYA* or the *AYF* immediately.

6.5 The *MYA* and the *AYF* expressly reserve the right in their absolute discretion to withdraw, cancel, withhold, deny access to, or use of, or in any way change any of the *benefits* previously advertised or offered generally to any *Individual Member* at any time. The *MYA* and the *AYF* will not be liable for any loss or damage suffered by the *Individual Member* resulting from such withdrawal, cancellation, variation or change.

7 BENEFITS

7.1 The *MYA* and the *AYF* will provide a schedule of *benefits* to each *Individual Member*. *Benefits* will vary according to the category of *Individual Membership*.

7.2 Some of the *benefits* that are offered to *Individual Members* are provided by suppliers over whom neither the *MYA* nor the *AYF* have any control. Arrangements for the availability and utilisation of the *benefits* so offered are made by the *MYA* and/or the *AYF*

on behalf of *Individual Members* with the suppliers providing such *benefits*. The provision of *benefits* will be subject, in each case, to the terms and conditions of the suppliers providing such *benefits*. These terms and conditions will constitute a contract between the provider of the *benefits* and the *Individual Member*.

7.3 The *MYA* and the *AYF* will not be liable for the refusal of any supplier of *benefits* to accept or honour any *benefit*, the *card* or any of the terms and conditions required by a supplier. Further, the *MYA* and the *AYF* will not be liable for any loss or damage whatsoever, whether in whole or part, of any *benefits*. Any complaints by the *Individual Member* must be resolved solely with the supplier of the *benefit(s)*.

7.4 Whenever the *card* is used in order to obtain or utilise *benefits*, or *benefits* are made available to an *Individual Member* as a result of membership, whether these are supplied by the *MYA* or the *AYF* or a supplier of *benefits*, the *Individual Member* will be liable for any and all costs, charges, taxes, claims and liabilities of whatever nature and howsoever arising from or incurred in connection with obtaining or utilising the *benefits*.

8 ENTITLEMENT TO BENEFITS

8.1 An *Individual Member* will only be entitled to the *benefits* when in possession of their *card* except that:

(a) a *Silver Member* or *Youth Member* shall be entitled to *Personal Accident Insurance benefits*, in accordance with the *Policy Schedule*, if they are a current member of a *club* that has received a *Membership fee* for the *Individual Member*.

(b) a *Gold Member* shall be entitled to *Personal Accident Insurance* and *Third Party Liability benefits*, in accordance with the *Policy Schedules*, for a period of thirty days from the receipt of

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their *Membership fee* by the *AYF* or receipt of their *card*, whichever is the sooner.

1st July 1999

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9 TERMINATION

- 9.1 The *Individual Member* may terminate their membership in writing to the *AYF* at any time. Failure to pay the appropriate *Membership fee* to the *MYA* or the *AYF* when it becomes due shall be deemed to mean that the *Individual Member* wishes to terminate their membership.
- 9.2 The *MYAs* and the *AYF* jointly reserve the right to terminate or materially alter the operation of the *Individual Membership Scheme* at any time, without notice.
- 9.3 The *MYAs* and the *AYF* jointly reserve the right, at any time, in their absolute discretion and without notice, to revoke the membership of an *Individual Member* of the *MYA* and the *AYF* and/or rights of the *Individual Member* to use the *card*.
- 9.4 Any breach of these *Terms and Conditions*, whether intentional or otherwise, may result in termination of membership and cancellation of *benefits*, at the sole discretion of the *MYA*. Membership will be terminated only after the *MYA* has notified the *AYF* in writing of such termination.
- 9.5 It is a breach of the *Terms and Conditions* for any *Individual Member*, in the reasonable opinion of the *MYA*, to:
- (a) abuse any facilities, services or arrangements accorded to the *Individual Member* as a result of membership of the *MYA* and the *AYF*.
 - (b) act in any way that is likely to be detrimental to the interests of the *MYA* or the *AYF*.
 - (c) supply or attempt to supply misleading information, or make any misrepresentation to the *MYA* or the *AYF*.

Member Data Template

MEMBER DATA FROM: *Ship Shape Yacht Club of Australia* **CLUB MSHIP YEAR EXPIRES:** 30-Jun-00

TITLE	FIRST NAME	MIDDLE INITIAL	LAST NAME	POSTAL ADDRESS LINE 1	POSTAL ADDRESS LINE 2	CITY	STATE	POST CODE	DATE PAID CLUB MSHIP FEE	MYA/AYF MSHIP NO.	GENDER	DATE OF BIRTH	EMAIL	PHONE (H)	PHONE (W)
Mr	John	H	Dorman	Level 3	31 George Street	WANGI WANGI	NSW	2081	12/7/99		M	4/3/45	JDorman@work.com.au	02 4987 8798	02 9978 8997
Miss	Grace	J	Hertford	5 Lampton Road		GLENFIELD	NSW	2110	12/7/99	11598	F	13/8/67	supersailor@hotmail.com	02 4965 7889	
Mr	Lloyd	T	Jarman	78 Jackson Avenue		NEWINGTON	NSW	2112	13/7/99		M	5/8/75	yachite@ozemail.com.au	02 4933 5975	02 9987 9686
Dr	George	T	Long	221 Smart Street		GLENFIELD	NSW	2110	13/7/99		M	11/4/60	smartdoctor@hotmail.com	02 4963 9887	
Mrs	Lucy	J	Long	221 Smart Street		GLENFIELD	NSW	2110	13/7/99		F	4/11/60		02 4963 9887	
Miss	Kate	P	Long	221 Smart Street		GLENFIELD	NSW	2110	13/7/99		F	1/5/80	Kate@school.edu.au	02 4963 9887	
Mr	Paul	S	Allen	1/34 Bent Street		MELVILLE	NSW	2011	14/7/99	15650	M	27/2/40	Paul.Allen@work.com.au		

When sending data to be incorporated into the National Membership Database, it would be appreciated if it was presented in the layout of the above spreadsheet. It is preferred if the data is submitted electronically, either by 3.5 inch disc, CD or by email (to ayf@yachting.org.au). This will allow much quicker direct transfer of data. If this is not possible, a hard copy in the above format will be suitable.

1. The first 11 columns of information is required in order to prepare and send out a membership card. Date of Birth is only really required for Youth Members. However, if you can pass on this information for all members we can start to develop an age demographic for our sport.
2. The column requesting email address is optional. However, by including this both the AYF and your MYA will be in a position to communicate electronically with all sailing & boating members and update them with what is going on. Your club can speak to your MYA about arrangements to similarly communicate with your members
3. Telephone numbers are also optional.
4. In the example above two members have MYA/AYF membership numbers quoted. This would indicate to us that they are either a Gold Member and therefore have already paid their MYA/AYF fee OR they are a member of another yacht club and therefore do not need to pay their MYA/AYF fee again. You therefore will not be asked to pay the MYA/AYF fee for this member.



Security
on the water.
Privileges on
the land.



WATERBURY