

PERSONAL WATERCRAFT INSURANCE CERTIFICATE
Accidental Damage, Fire, Theft & Public Liability

Thank **you** for choosing the **RJP Marine Insurance Services Personal Watercraft Policy**. This insurance is underwritten by Tokio Marine HCC. Tokio Marine HCC is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies in accordance with the authority granted to Johnstone Insurance Brokers Ltd Trading as RJP Marine Insurance Services under the terms of the Binding Authority contract numbered M19B4910A000 through a master binding arrangement managed by KGM Underwriting Services Limited. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Registered in England and Wales No. 01575839 with registered office at 1 Aldgate, London EC3N 1RE.

Underwriters will provide insurance to the Insured during the Period of Insurance. It is agreed that this Schedule forms the legal document which gives evidence of and forms part of the Contract between the Insured and the Underwriters until the expiry of the Period of Insurance or unless and until replaced by any subsequent Schedule or Policy Endorsement. This schedule must be read in conjunction with your Policy booklet.

Coverholder - RJP Marine Insurance Services 1-7 Dunstall Street Scunthorpe N. Lincs DN15 6LD 01724 855510. Johnstone Insurance Brokers Ltd Trading as RJP Marine Insurance Services are Authorised and Regulated by the Financial Conduct Authority Financial Services Register number 452604. Registered in England Number 05683941

Master Coverholder – KGM Underwriting Services Limited KGM Underwriting Services Limited who are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

Definitions

Certain words shown below have a specific meaning. Wherever they are shown in bold in the text of **your policy** they will have that meaning.

Anti-theft device

A robust and heavy duty device that is specifically designed, marketed and sold to secure moveable property and that can be used to secure your craft to the ground, an immovable object or **your** trailer to deter theft

Craft

The vessel identified in **your schedule** comprising the hull, superstructure, machinery, gear and fitted equipment that would normally be sold with the vessel and any trailer(s), noted in **your schedule**

Cruising Limits

The geographical area specified in **your schedule** within which **your insurers** have agreed to insure **your insured property**.

Endorsement

A written record of any alteration **your insurers** agree to make to **your policy** that is shown in **your schedule**.

Engine cut out device

A device specifically designed, marketed and sold to stop the engine(s) automatically if it is detached from **your craft**.

Excess

The amount of each claim **you** have to pay.

Hitchlock

A device specifically designed, marketed and sold to prevent a trailer being unhitched from a towing vehicle, which covers the bolts securing the tow hitch to the trailer chassis.

In commission

When **your craft** is fitted out and ready for immediate use including whilst ashore ready to be launched.

Insured property

The property shown in **your schedule** and defined in **your policy**.

Insurers

Tokio Marine HCC. Tokio Marine HCC is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies.

Laid up

When **your craft** is not fitted out and not ready for immediate use including whilst ashore but not ready to be launched.

Market Value

The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss or damage taking into account the condition and location of **your craft**.

Period of Insurance

The period which **you** have paid for and which **your insurers** have accepted the **premium** for as stated in **your policy schedule**.

Premium

The amount of money that **you** pay and **your insurers** accept for this insurance

Policy

Your schedule and / or the Personal Watercraft Insurance Certificate make up **your** contract with **your insurers** (otherwise known as **your policy**). **You** should read them together as if they were one document

RJP Marine Insurance Services

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Schedule

The document that makes the **policy** personal to **you**. It includes:

- the **period of insurance**;
- details of **your craft**;
- sums insured;
- the **cruising limits** and transit area;
- where **your craft** is stored;
- who **your insurers** are;
- the periods for which **your craft** is allowed to be **in commission** or should be **laid up**;
- any **endorsements** applying;
- the **excess**; and
- the statement of price

Seaworthy - Seaworthiness

Where **your insured property**, including **your craft**, is fit to encounter the ordinary perils of the seas, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.

Sum(s) Insured

The values shown in **your schedule** for **your craft** and other **insured property**.

Terrorism

An act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and / or to put the public or any section of the public in fear. Terrorism can include but not be limited to the actual use of force or violence and / or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone or on behalf of or in connection with any organisation(s) or government(s).

Wheel clamp

A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.

You, Your, Policyholder

The person whose name is shown in **your schedule** or any other person who is navigating or in charge of **your craft** with **your** permission for whom **your insurers** provide cover.

Guide

Your policy contains the following important information:-

- a certificate in respect of **yourcraft**.
- guidance on what **you** need to do if **your craft** is damaged, or if **you** are held liable, and **you** want to make a claim.

Both parties to the contract have obligations as well as rights including, on **your** part, a responsibility to maintain **your craft** in a proper state of repair and **seaworthiness** and to act reasonably to prevent or minimise any loss or damage.

The information **you** have provided is incorporated in the statement of fact and the declaration, which **you** have agreed is truthful and accurate, and is the basis of and forms part of this contract.

Please read **your policy** and certificate now and make sure **you** understand the cover and that this is in accordance with **your** requirements.

In particular please make sure you notify the Insurer through RJP Marine Insurance Services if:-

- anything happens to change the use or nature of **your craft** or the place or the way in which **you** store **your craft**; or
- **you** do anything which may affect **your craft**'s replacement cost – for example, adding new gear and equipment.

Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

Your insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Your insurers Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Scope of Cover

Your insurer agrees to indemnify **you** against accidental loss or damage to **your craft** and / or trailer and liability, as detailed in **your policy**, which may occur during the **period of insurance** for which **your insurers** have accepted **your premium**. In order to receive full coverage under **your policy**:

Your craft will be used solely by persons aged 16 years or over, who have been instructed in the use of **your craft**, except where a person between the ages of 12 and 16 years, who holds the RYA Personal Watercraft Qualification has been agreed and named on the **schedule** by **RJP Marine Insurance Services** as a user of **your craft**. In addition such person, after instruction, must only use **your craft** in accordance with the terms, conditions and limitations of that RYA qualification.

Your craft shall not be towed, except when in need of assistance, and should not undertake towage or salvage services under a contract previously arranged. **Your policy** shall not exclude customary towage in connection with laying up, fitting out or repairs or the towage of water skis / water toys unless agreed by **your insurer**.

Your craft shall at all times be used in accordance with the prevailing by-laws, rules and regulations.

You will take all reasonable steps to maintain **your craft** in a proper state of **seaworthiness**. Any **engine cut out device** must be in place and operative at all times when **your craft** is in use.

Your craft is fitted with the full PW Datatag Identification System and registered with the Datatag Central Register unless the appropriate additional premium for non-datatagged and registered craft has been paid and the schedule shows the craft to be not datatagged and registered.

Cruising Limits

Inland and coastal waters of the United Kingdom, the Channel Islands and the Isle of Man, including up to 30 days use on the continent of Europe in each 12 month period of insurance.

Section 1 – Loss of or damage to your craft and / or trailer

This section of **your policy** insures **your craft** and / or trailer against loss or damage caused by: -

- accidents;
- fire;
- malicious acts – but see “Theft Cover” section below;
- negligence of any person;
- theft of the entire **craft** – but see “Theft Cover” section below;
- theft of the trailer – but see “Theft Cover” section below;
- theft of gear or equipment if stolen following forcible and violent entry to a locked building

But excludes:

- loss or damage resulting from lack of due diligence on **your** part in the maintenance of **your craft** in a state of
- seaworthiness;
- wear, tear, depreciation, mechanical or electrical breakdown and damage caused by vermin;
- the cost of replacing any part which is latently defective or has a fault in design or construction;
- the cost of rectifying any defect resulting from either negligence or breach of contract in respect of any repair or alteration work;
- loss of or damage to personal effects, consumable stores, fishing gear or laid moorings;
- loss of or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from:
 - negligence of any person;
 - latent defect;
 - frost, unless all reasonable precautions have been taken;
 - substances being drawn into the machinery;
 - the failure of any engine cut out device.

Pollution

If **your craft** is damaged by an event covered by Section 1 of **your policy** and subsequently becomes a pollution hazard or threat **your insurers** will pay for any loss or damage to **your craft** directly caused by any Government Authority acting to prevent or minimise such pollution, hazard or threat.

Theft Cover

When at **your** home and / or the address given as the permanent place of storage, **your craft** and / or trailer are covered against theft and / or malicious acts only following upon forcible and violent entry into a locked building. The seat / hood of **your craft** must be stored in a separate locked building. For certain **craft** models where the seat / hood is not designed to be removed the craft's battery cover

instead must be removed and stored in a separate locked building. In the event of theft of **your craft** the seat / hood or battery cover must be produced to **your insurers**

When **your craft** and / or trailer are temporarily away from **your** home and / or from the address given as the permanent place of storage, if **your craft** and trailer or trailer without **your craft** are left unattended, not in a locked building, cover against theft and / or malicious acts will continue to apply provided that the trailer is secured by a **wheel clamp**, or an **anti-theft device**, and **your craft** is also secured to the trailer by means of an **anti-theft device**. If **your craft** is not on the trailer and is unattended it must be secured by an **anti-theft device** for cover to continue to apply.

Please note:

A **HITCHLOCK** USED IN ISOLATION WHEN THE TRAILER IS NOT ATTACHED TO A TOWING VEHICLE IS NOT ACCEPTABLE.

PROOF OF PURCHASE OF THE SECURITY / **ANTI-THEFT DEVICE** MUST BE RETAINED FOR PRODUCTION IN THE EVENT OF A CLAIM.

THERE WILL BE NO COVER FOR THEFT, UNDER SECTION A) ABOVE WHEN **YOUR CRAFT** OR TRAILER ARE AT **YOUR HOME** AND / OR THE ADDRESS GIVEN AS THE PERMANENT PLACE OF STORAGE AND NOT IN A LOCKED BUILDING.

THERE WILL BE NO COVER FOR THEFT UNDER POINT B) ABOVE WHERE **YOUR CRAFT** AND / OR TRAILER ARE NOT IN A LOCKED BUILDING AND ARE NOT SECURED BY A **WHEEL CLAMP** OR **ANTI-THEFT DEVICE**.

Transit

Your policy is extended to include transit by land but excludes scratching and bruising and liability to third parties.

Left Afloat Clause

Excluding any loss of or damage to **your craft** or for liability to any third party or for any salvage services caused by **your craft** being swamped, sunk or submerged whilst left afloat unattended.

Beaching

Excluding any loss or damage to **your craft** caused by beaching under own power.

Excess Clause

You will bear the first part of any loss up to the amount shown below:-

Fire and accidental damage **excess** : £100

Theft from a locked building **excess** : £250 Theft **excess**, where your Craft is temporarily away from your home / and / or from the address given as the permanent place of storage

The first 10% of the agreed claim settlement figure (minimum £350) unless otherwise stated.

These **excesses** will be doubled where the person in charge of or using **your craft** is not named on **your schedule**.

Replacement of Equipment

Deductions on account of new material or parts, gear or equipment replacing old may be made at **your insurers'** discretion in respect of loss or damage. No claim shall exceed the **market value** of the **craft** and / or trailer at the time of the loss or the **sum insured** noted in **your schedule** whichever is the lesser.

Charges

Your Insurers will pay for all charges and expenses (up to the **market value** of **your craft** and / or trailer at the time of the loss or the insured value whichever is the lesser) reasonably and necessarily incurred in minimising or averting a loss which would be covered by **your policy**.

Section 2 – Legal Liability

By reason of **your** interest in **your craft** and / or trailer **you** may be held legally liable for damage, loss of life or injury and this section of **your policy** indemnifies **you** for such payment as set out below.

This section also covers the legal liability of any person (other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation), after instruction, using **your craft** with **your** permission.

The limit of indemnity under this section is £3 million for any one accident or series of accidents arising from the same event. In no case shall the total indemnity exceed the amount shown in **your schedule** in respect of one event.

Your insurers will indemnify **you** or any person using **your craft** with **your** permission, after instruction, against losses resulting from **your** or their legal liability for:-

- death or bodily injury to any person other than **you** or other than as specified in exclusions (a) to (j) below;
- loss or damage to property not belonging to **you** or a permitted user;
- attempted or actual raising, removal or destruction of the wreck of **your craft** or any negligence or failure to raise, remove or destroy the wreck;
- expenses incurred by **you** with **your insurers** prior written consent in connection with official inquiries and Coroners' inquests;
- legal costs incurred with **your insurers** written consent in defending any action or contesting liability in a civil court. Similar legal costs in connection with any criminal prosecution may be considered at **your insurer's** discretion.

Exclusions:

Your insurers will not indemnify **you** or any person using **your craft** with **your** permission, after instruction, against losses resulting from **your** or their legal liability for:

- death or bodily injury in respect of any person employed in any capacity by **you** in connection with **your craft** or similarly employed by any person using **your craft** with **your** permission;
- accidents caused by or to water skiers, knee boarders, or others involved in activities of a similar kind, including the use of 'water toys', whilst being towed or preparing to be towed by **your craft** or until safely back on board **your craft**;
- accidents caused by or to any person engaged in kiting or other airborne sport whilst being towed by **your craft** or preparing to be towed or until safely back on board **your craft**;
- accidents occurring while **your craft** is in transit by mechanically propelled road vehicle, rail, or ship
- accidents involving the trailer except when intentionally not coupled to a towing vehicle;
- death of or bodily injury to fare-paying passengers or loss of or damage to their property;
- damages or penalties arising solely under a contract;
- fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
- medical expenses incurred by **you** or by a person permitted to use **your craft**;
- punitive or exemplary damages howsoever described.

Endorsement: Water ski Clause

Where an additional **premium** has been paid to **your insurers** in respect of **your craft** being capable of towing according to manufacturers recommendation, exclusion (b) is removed only in respect of users who are 16 years of age or over. The liability cover then provided extends to include water skiing, knee & wake boarding and activities of a similar kind including the use of "water toys" which are designed to carry no more than 2 people. It is a condition that water toys are only used strictly in accordance with the manufacturers' instructions and recommendations. The limit of indemnity under this clause for any one accident or series of accidents arising from the same event is £1million.

Excess Clause

You will bear the first £250 of any third party property loss unless otherwise stated. This **excess** will be doubled where the person in charge of or using **your craft** is not named on **your schedule**.

Section 3 – General Exclusions

Your policy does not insure:

1. **Racing, Speed Trials or Speed Tests**
Your craft and / or trailer if they are used for racing or any competition involving speed
2. **Terrorism**
any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of **terrorism**;
3. **Radio Activity and Contamination**
any loss of or damage to **your insured property** or additional expense following on from the event for which You are claiming or any legal liability directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
4. **Sonic Bangs**
loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
5. **War Risks**
any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
6. **Riots strikes and civil commotion**
any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands;
7. **Punitive or Exemplary Damages**
any punitive or exemplary damages and criminal prosecution or defence costs;
8. **Non- Standard use of **your craft****
Unless it is noted in **your schedule** or amended by **endorsement** **you** are not insured if **you** use **your boat**:
 - a. for hire or charter;
 - b. for anything except Your own private pleasure;
 - c. outside the **cruising limits** shown in **your schedule** (however **you** may travel outside of Your **cruising limits** if **you** are forced to by the weather, any form of danger or an order of Government or legal authority);
 - d. for In Commission use during **the laid up** period shown in **your schedule**;
9. **Cyber Attack**
 - 9.1 Subject only to clause 9.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any

computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

- 9.2 Where **your policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, as stated in the **policy schedule**, clause 10.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

10. Sanction Limitation and Exclusion

Your insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 4 – Claims and Accidents (General Conditions and Procedures)

Notification

In the event of any occurrence which may give rise to a claim under **your policy** notice must be given to **your insurers** as soon as possible through **RJP Marine Insurance Services**.

Full details of the occurrence must be given in writing as soon as possible thereafter with names and addresses of witnesses and any third parties and **you** must give **your insurers** whatever assistance and information they may require.

You must send to **your insurers** via **RJP Marine Insurance Services**, 1-7 Dunstall Street, Scunthorpe, North Lincolnshire DN15 6LD 01724 855510 as soon as possible, all claims letters, summonses, writs or documents which **you** receive from third parties and give **your insurers** whatever assistance and information they may require.

Admission to Third Parties

No liability of any sort may be admitted, nor may any offer or promise of payment be made or legal expenses incurred by **you** without **your insurers'** written consent. **Your insurers** shall be entitled if they so wish to take over and conduct in **your** name any action in respect of claims for indemnity or damages or otherwise involving any third party.

Basis of Settlement

In the event of loss or damage which is covered by **your policy** **your insurers** will indemnify **you** up to the **market value** of **your craft** and / or trailer as at the date of such loss or damage or the **sum insured** whichever is lesser.

Where the cost of repairs to, or the recovery of, **your craft** and / or trailer would exceed the **market value** at the date of loss or damage or the **sum insured**, whichever is the lesser, **your insurers** will pay for a constructive total loss.

If **your insurers** pay for a constructive total loss, they shall at their option be entitled to take over the remains of **your craft** and / or trailer.

Your insurers may at their option choose to reinstate or replace any part of **your craft** and / or trailer which is lost or damaged. Any reinstatement or replacement shall be as close to the original specification and condition at the date of loss or damage as practicable, but it is agreed that they will not be expected to achieve an exact replication. If **your insurers** choose to reinstate or replace then: **you** must give them all reasonable assistance to obtain such plans, specifications and / or information as may be necessary to do so; and

your insurers will pass to **you** the benefit of any manufacturers' warranty, but they will have no liability for any defect in, or failure of, the replacement part.

Unrepaired Damage

In no case will **your insurers** be liable for unrepaired damage in addition to a subsequent total loss sustained during the **period of insurance** shown in the certificate.

Other Insurances

In the event of any claim arising under **your policy** which is also recoverable under any other insurance **your insurers** will not be liable for more than their rateable proportion of such loss.

Section 5 – General Policy Conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them, we may cancel your policy or refuse to handle your claim or reduce the amount of any claim payment.

5.1 Your duty of care.

Information **your insurers** and **RJP Marine Insurance Services** need to know.

You must take reasonable care to provide complete and accurate answers to the questions **your insurers** and **RJP Marine Insurance Services** ask when **you** take out, make changes to or renew **your policy**. **Your policy** may not be valid or may not cover **you** fully if the information provided by **you** is not complete and accurate or if **you** do not tell **your insurers** and **RJP Marine Insurance Services** about any changes.

You must let **your insurers** and **RJP Marine Insurance Services** know if there are any changes to the information set out in **your schedule**.

You must also tell **your insurers** and **RJP Marine Insurance Services** within seven days of the change taking place about the following:

- Any additional people to be insured or any insured person to be taken off **your policy**;

- Any criminal convictions for any of the people insured or to be insured;
- Any change in **your craft's** mooring or storage location;
- Any change to **your craft's** original specification;
- Any modifications to **your craft**;
- Any change affecting ownership of **your craft**;
- Any change in the way that **your craft** is used (to include any change from private and pleasure use to charter use).
- **You** have received a professional valuation of **your craft** which differs from the **sum insured** shown in **your schedule**;
- **You** have offered or advertised **your craft** for sale at a different value to the **sum insured** shown in **your schedule**.

This is not an exhaustive list so if you are in any doubt please ask

When **your insurers** and/or **RJP Marine Insurance Services** are notified of a change they will tell you how this affects **your policy** for example whether they are able to accept the change and if so whether the change will result in revised terms and / or **premium** being applied to **your policy**. If **your insurers** and/or **RJP Marine Insurance Services** are unable to accept the change they will follow the cancellation procedure set out in Cancellation below. **You** should keep a written record including copies of letters of any information **you** provide

If **you** do not take reasonable care at inception and during the **period of insurance** to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, **your insurers** may:

- cancel **your policy** and refuse to pay any claim; or
- pay only part of **your** claim; or
- charge **you** a revised **premium**; or
- change the **policy excess**; or
- change the extent of the cover provided by **your policy**.

Fraudulent claims

You must not act in a fraudulent manner. If

You or anyone acting for **you**:

- make a claim under **your policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in any respect of any theft, loss or damage caused by **your** wilful act or with **your** connivance;

Then:

- **Your insurers** shall not pay the claim;
- **Your insurers** may declare the policy void and retain the premium;
- **Your insurers** may inform the police

Cancellation

You may cancel **your policy** within 14 days from the date **you** bought it or the date **you** received **your policy** documents (whichever is the later) by contacting **RJP Marine Insurance Services**, 1-7 Dunstall Street, Scunthorpe, North Lincolnshire DN15 6LD 01724 855510. **You** will receive a full refund of any **premium** **you** have paid provided **you** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

After 14 days **you** may cancel **your policy** at any time during the **period of insurance** by providing prior notice to **RJP Marine Insurance Services** and providing **you** have not incurred eligible claims during the period **you** have been on cover. Subject to the following:

- Under Section 1 – Loss or Damage - **Your insurers** will retain the **premium** in proportion to the time **you** have been on cover and refund the balance of the **premium**.
- Under Section 2 – Legal liability - The **premium** is payable in full and no refund shall be allowed.

Your insurers reserve the right to cancel **your policy** where there is a valid reason for doing so, by providing 14 days' notice by registered post to **your** last known address. The reason for cancellation will be set out in the letter to **you**. Valid reasons may include but are not limited to:

- where **you** sell **your craft** or transfer it to new ownership. **Your insurers** will not recognise any interest or transfer of interest or assignment of **your policy**;
- where there is a failure by **you** to take care of **your craft** and / or trailer and keep it in a **seaworthy** condition;
- where **you** have deliberately or recklessly misrepresented any information **you** have supplied or withheld any information which **your insurers** and /or **RJP Marine Insurance Services** or have asked for;
- where **your insurers** reasonably suspect or have evidence of criminal or fraudulent activity.

Your insurers will only charge **you** on a pro rata basis for the time they have been on cover subject to a minimum premium/charge of £30 (including insurance premium tax) unless you have made a claim or **your insurers** have cancelled for reasons set out in c. and d. in which case **you** will receive no refund.

Payment of Premiums

If **your policy** is issued or renewed subject to the premium being paid by instalments **your insurers'** liability will cease in the event of non-payment of any instalments by the date due. If this happens, **RJP Marine Insurance Services** will contact **you** to request payment within 14 days. If they do not receive **your** payment within this period, **you** will be contacted again to inform **you** that **your** policy will be cancelled and any premium still to be paid will become due for payment immediately.

Law Applicable to Contract

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

RJP Marine Insurance Services will process **Your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what data is held on **You** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **RJP Marine Insurance Services** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in our Privacy Policy.

If **You** wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **Your** personal information, **RJP Marine Insurance Services** will ask **You** to provide us with a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or Utility bill (from the last 3 months). **RJP Marine Insurance Services** will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **You** would like to exercise **Your** data protection rights or have any questions, please contact:

The Managing Director
Johnstone Insurance Brokers Ltd
1-7 Dunstall Street
Scunthorpe
DN15 6LD
E-Mail: enquiries@johnstoneinsurance.co.uk

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect **Your** personal data so that Underwriters can assess/administrate the terms of **Your Policy**, claims or losses. Personal data includes:

- Contact Data
- Profile Data - personal data used in automated processing to evaluate certain things about an individual. Profiling can be part of an automated decision-making process.
- Sensitive Personal Data - Data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data.
- Correspondence Data

Please be aware that only where relevant **RJP Marine Insurance Services** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **RJP Marine Insurance Services** share **Your** data with will only use **Your** data for the purposes set out in our Privacy Policy which can be viewed on our website at <https://rijpmarine.co.uk/privacypolicy>. A paper version is also available upon request.

Before sharing **Your** data with any third party, **RJP Marine Insurance Services** will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

Please see the Privacy Policy for details of **Your** rights not covered more specifically in this notice.

Our Service Commitment to You

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact:

RJP Marine Insurance Services

1 - 7 Dunstall Street
Scunthorpe
North Lincolnshire
DN15 6LD

Email: enquiries@rjpmarine.co.uk
For Underwriting Tel: 01724 855510
For Claims Tel: 01724 855510

Customer Service and Complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **RJP Marine Insurance Services** are committed to providing **You** with the highest standard of service.

If **You** do wish to make a complaint about the services provided to **You** please refer to the below.

If Your complaint refers to the handling of a claim You have submitted under Your Policy please contact:	Marine Craft Claims 14-16 Park Place Cardiff CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email marinecraftclaims@cl-mar.com
For all other complaints, including about the way this Policy was sold to You please contact:	RJP Marine Insurance Services 1 - 7 Dunstall Street Scunthorpe DN15 6LD Tel: 01724 855510 Email: enquiries@rjpmarine.co.uk

If **RJP Marine Insurance Services** cannot resolve **Your** complaint immediately **RJP Marine Insurance Services** will write to **You** within three days. **RJP Marine Insurance Services** will let **You** know the name and contact details of the person or team dealing with **Your** complaint. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **RJP Marine Insurance Services** will tell **You** when **You** can expect a response.

If **RJP Marine Insurance Services** have not resolved the situation within eight weeks or **You** remain dissatisfied after **RJP Marine Insurance Services** have investigated **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service

The FOS is an independent service in the UK which offers a free, independent complaint resolution service between consumers and businesses providing financial services. Details of who is eligible to refer a complaint to the FOS can be found on their website using the details below.

If **You** have the right to refer **Your** complaint to the Financial Ombudsman, **You** must do so within six months of the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The contact details for the FOS are:

The Financial Ombudsman Service Exchange Tower London E14 9SR	Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk
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Using our complaints procedure or contacting the FOS does not affect **Your** legal rights.

If **You** purchased **Your Policy** online, please note that **You** can submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU) who have bought goods or services online. **You** can access the ODR Platform by visiting <https://ec.europa.eu/consumers/odr/>. **Your** complaint will then be redirected to the FOS.