

PERSONAL WATERCRAFT INSURANCE CERTIFICATE

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 M20B4910A000 through a master binding arrangement managed by Marine & Leisure @ Geo Specialty is a trading name of Geo 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 — Marine & Leisure @Geo Specialty is a trading name of Geo Underwriting Services Limited are the administrators of Your Policy on behalf of Your Insurers. Geo Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 308400. Registered in England & Wales, No: 4070987. Registered Office: 2 Mincing lane, London, EC3R 7PD.

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.

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.

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.

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).

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:-

- i. a certificate in respect of your craft.
- ii. guidance on what you need to do if you are held liable for damage loss of life or injury, and you want to make a claim.

Both you and your insurer have obligations as well as rights under the contract 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 your Insurer through RJP Marine Insurance Services if:-

- i. anything happens to change the use or nature of your craft; or
- ii. 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 your legal liability, as detailed in your policy, which may occur during the period of insurance for 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.

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 – 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:-

1. death or bodily injury to any person other than you or other than as specified in exclusions (a) to (j) below;
2. loss or damage to property not belonging to you or a permitted user;
3. 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;
4. expenses incurred by you with your insurers prior written consent in connection with official inquiries and Coroners' inquests;
5. 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:

- a. 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;
- b. 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;
- c. 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;
- d. accidents occurring while your craft is in transit by mechanically propelled road vehicle, rail, or ship;
- e. accidents involving the trailer except when intentionally not coupled to a towing vehicle;
- f. death of or bodily injury to fare-paying passengers or loss of or damage to their property;
- g. damages or penalties arising solely under a contract;
- h. fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
- i. medical expenses incurred by you or by a person permitted to use your craft;
- j. 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 manufacturer's 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 the proposal form.

Section 2 – General Exclusions

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:

- a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) 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 yourcraft

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 10.2 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 3 – Claims and Accidents (General Conditions and Procedures) Notification

1. 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 1-7 Dunstall Street, Scunthorpe, North Lincolnshire DN15 6LD 01724 855510. 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.
2. 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.

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 4 – 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.

4.1 Your duty of care.

4.1.1 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:

- i) Any additional people to be insured or any insured person to be taken off the Policy;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in your craft's mooring or storage location;

- iv) Any change to your craft's original specification;
- v) Any modifications to your craft;
- vi) Any change affecting ownership of your craft;
- vii) Any change in the way that your craft is used (to include any change from private and pleasure use to charter use).

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 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:

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

4.2 Fraudulent claims

You must not act in a fraudulent manner. If you or anyone acting for you:

- 4.2.1 make a claim under your policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- 4.2.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 4.2.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4.2.4 make a claim in any respect of any theft, loss or damage caused by your wilful act or with your connivance; Then:
- 4.2.5 Your insurers shall not pay the claim;
- 4.2.6 Your insurers may declare your policy void and retain the premium;
- 4.2.7 Your insurers may inform the police

Cancellation

You may cancel this 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 this policy at any time by providing prior notice to RJP Marine Insurance Services. The premium is payable in full and no refund shall be allowed should you cancel your policy during the period of insurance.

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:

- a. 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;
- b. where there is a failure by you to take care of your craft and / or trailer and keep it in a seaworthy condition;
- c. where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which Your insurers and /or RJP Marine Insurance have asked for;
- d. where your insurers reasonably suspect or have evidence of criminal or fraudulent activity.

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

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://rjpmarine.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 You complaint refers to the handling of a claim You have submitted under Your Policy please contact:	Marine Craft Claims Marine Craft Claims Suite 26 Alum House Discovery Court 551-553 Wallisdown Road Poole, Dorset, BH12 5AG Tel: +44 808 196 2407 Intl: +44 1202 612232 Email: marinecraftclaims@macmarineclaims.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	Website: www.financial-ombudsman.org.uk
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Exchange Tower London E14 9SR	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.