



NOTICE TO POLICY HOLDERS

We are writing to let **You** know about changes to **Your Policy** with effect from **Your** renewal date.

Your Policy wording has not changed other than as detailed below, however it has been re-branded KGM due to a re-organisation of the way Pleasurecraft / Livaboard business is handled by **Your Insurers**

1. **Your Policy** was previously branded 'Sompo Canopus/Canopus' and it is now branded 'KGM Marine & Leisure'.
2. **Your Insurer** was Lloyd's Syndicate 4444 managed by Canopus Managing Agents and it is now 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. 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.

3. **Your Policy** was called "Livaboard Policy" and it is now called "FreeTime Livaboard Policy"
4. The following definition(s) have been deleted from **Your Policy**:

We/Us/Our: Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited

5. The following definition(s) have been added to **Your Policy**:

Insurer(s)/We/Us/Our:

The insurance company or insurance companies noted in **Your Schedule** as 'Underwritten by ' who provide **Your insurance** cover

KGM: KGM Underwriting Services Limited are the administrators of Your Policy on behalf of Your Insurers. KGM Underwriting Services Limited 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.

6. Throughout **Your Policy** "**We/Our/Us**" have been replaced by the Term "**Your Insurers**"
7. The Data Protection Notice has been deleted and replace by the following:

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.

KGM 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 **KGM** 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, **KGM** 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). **KGM** 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 Compliance Officer
KGM Underwriting Services Ltd
2nd Floor
St James House
27-43 Eastern Road
Romford
Essex
RM1 3NH
E-Mail: DPO@KGMUS.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 **KGM** 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 **KGM** 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 (www.kgminsurace.co.uk). A paper version is also available upon request.

Before sharing **Your** data with any third party, **KGM** 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.



8. Section 6 - Claims Condition

The claims condition has been deleted and replaced by the following:

If You have an Accident or loss You might want to claim for under Your Policy You must contact the Marine Claims Team for instructions at:

Address 14-16 Park Place, Cardiff, CF10 3DQ

Tel: 0345 600 7425

(From abroad) +44 2920 386 949

Email: marinecraftclaims@cl-mar.com

What You should or should not do:

6.1 If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with Tokio Marine HCC

6.2 In the event of an accident, loss or occurrence that **You** believe shall give rise to a claim under **Your Policy You** must:

6.2.1 advise the Marine Claims Team immediately or as soon as practically possible. Failure to advise a claim or incident promptly may prejudice **Your** cover.

6.2.2 upon receipt, send all third party claims letters, summonses or legal documents to the marine claims team as soon as practically possible. **You** must not reply to any of these documents;

6.2.3 tell the Marine Claims Team about any claim or potential claim arising from riot or civil commotion within the **United Kingdom** within 48 hours of occurrence;

6.2.4 tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**;

In addition:

6.3 **You** must not admit responsibility for any incident or pay or negotiate any claim unless **Your Insurers** have given **You** written permission;

6.4 **You** must allow **Your Insurers** to take over the defence or settlement of any claim if **Your Insurers** so instruct **You**;

6.5 **Your Insurers** may wish to take legal action to recover any payments made under **Your Policy**. **Your Insurers** shall request that any such action shall be made in **Your name**.

6.6 In order to support **Your** claim, **Your Insurers** may ask you to supply estimates for any planned repairs. **Your Insurers** reserve the right to decide where repairs may be undertaken, however the Marine Claims Team will discuss this with you prior to commencement of any work(s).

9. Section 7 - General Policy Terms. –7.2 has been amended to read and Clause 7.4 has been added:

7.2 Reduction of No claims Bonus.

If **You** have a claim under **Your Policy** and:

7.2.1 **Your** no claims bonus is not protected **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**; or

7.2.2 **Your** no claims bonus is protected and **You** have two or more claims in any three year period **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.

If **Your** no claims bonus is protected this will be shown by **Endorsement 20 - Protected no claims bonus in Your Schedule**.



If **Endorsement 7** - Protected no claims bonus is shown in **Your Schedule** it does not protect the overall price of **Your Policy**. The price of **Your Policy** could increase or decrease following an annual review at renewal or a claim even if **You** were not at fault.

7.4 If **Endorsement 3** -Marina benefits is shown in **Your Schedule** it does not protect the overall price of **Your Policy**. The price of **Your Policy** could increase or decrease following an annual review at renewal or a claim even if **You** were not at fault.

10. Section 8 – Complaints Procedure

The complaints procedure has been deleted and replaced by the following:

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 **KGM** 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.

<p>If You complaint refers to the handling of a claim You have submitted under Your Policy please contact:</p>	<p>Marine Craft Claims 14-16 Park Place Cardiff CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email marinecraftclaims@cl-mar.com</p>
<p>For all other complaints, including about the way this Policy was sold to You or the way the Policy is administered, please contact:</p>	<p>Your Insurance Advisor who sold You this Policy or KGM 2 Birch Court Blackpole East Blackpole Road Worcester WR3 8SG Tel: 0345 456 5758 Email: Leisure@kgmus.co.uk</p>

If **KGM** cannot resolve **Your** complaint immediately **KGM** will write to **You** within three days. **KGM** 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 **KGM** will tell **You** when **You** can expect a response.

If **KGM** have not resolved the situation within eight weeks or **You** remain dissatisfied after **KGM** 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.

11. A new endorsement is applicable if your cruising area allows use in Italian Waters.

Your Cruising Area shown in **Your Schedule** allows **Your Craft** to be used in Italian Waters, under Italian Law **You** are not permitted to enter Italian Waters unless **You** are carrying an Italian Certificate.

If **You** intend to moor, store or operate **Your Craft** in Italian Waters **You** must provide **Your** dinghy/tender serial number and **Your** dinghy/tender outboard motor serial number so an Italian Certificate can be issued.

If **You** have advised that **Your Craft** will not be moored, stored or operated in Italian Waters and/or have not provided **Your** dinghy/tender serial number and **Your** dinghy/tender outboard motor serial number **You** are not covered by **Your Policy** whilst in Italian Waters.

Please contact **Your Insurance Adviser** if **You** have any questions regarding this notice.