



# NOBLE MARINE PERSONAL WATERCRAFT

Policy



## Important Information

**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**THE INFORMATION WHICH THE INSURED HAS PROVIDED TO THE INSURER HAS BEEN TAKEN INTO ACCOUNT IN THE ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THIS INFORMATION NEED TO BE NOTIFIED TO THE INSURER AS SOON AS POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY.**

Royal & Sun Alliance Insurance plc (herein called the Insurers) and the Insured agree that:

The Policy, the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Insurers will provide the insurance described in this Policy subject to the Terms and Conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept the premium.

A handwritten signature in black ink, appearing to read 'S. Lewis', followed by a period.

Steve Lewis  
Chief Executive, UK & Western Europe  
Royal & Sun Alliance Insurance plc

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## Definitions

Words in the masculine include the feminine and vice versa. Words in the singular include the plural and vice versa.

### Actual Total Loss

The subject matter of insurance is completely destroyed or the Insured is irretrievably deprived of it

### Bodily Injury

Bodily injury means sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process

### Constructive Total Loss

The subject matter of the insurance is damaged to such an extent that the cost of effective repair or reinstatement would exceed the sum insured

### Cruising Range

The waters, as defined in the Schedule, in which the Personal Watercraft will be used and Policy cover will apply. Use of the Personal Watercraft outside the Cruising Range shown in the Schedule is only covered if specifically agreed by the Insurer

### Due Diligence

The duty of care expected from, and ordinarily exercised by, a prudent Insured

### Endorsement

An amendment to the policy or to a Condition of the Policy which supplements or modifies its terms. It may be added when the Policy is issued, or subsequently

### Excess

The amount shown on the Schedule against each section for which the Insured is responsible in respect of each and every claim arising out of any one event. If an incident produces a claim under more than one section of the policy, the highest Excess will apply

### Inherent Vice

A natural characteristic of a good or property which of itself is the cause of (or contributes to) its deterioration, damage, or wastage without the intervention of any fortuitous external cause

### Insured

The person or legal entity shown in the Schedule who has a financial interest in the Personal Watercraft

### Insured Event

The happening of an event or series of events causing loss or damage covered by this insurance

## Insurers

Royal & Sun Alliance Insurance plc

## Latent Defect

A defect which cannot be discovered by a person of competent skill using ordinary care

## Malicious Act

An intentional disregard of the rights or safety of others and the deliberate act or the deliberate failure to act where there is a risk of loss, damage or personal injury

## Period of Insurance

The period shown on the Schedule during which this insurance is in force

## Permitted User

Any person using or in control of the Personal Watercraft with the Insured's permission

## Personal Watercraft

A recreational watercraft that the rider rides or stands on, rather than sits inside, including, but not limited to, Jet Skis, Wave Runners and Sea-Doos

The Personal Watercraft named on the Schedule includes, electronics, gear and equipment as would normally be sold with the Personal Watercraft and a trailer where stated in the Schedule

## Policy

This document which incorporates the Schedule, any Endorsements, the Proposal Form and any other information provided by the Insured

## Proposal Form

A means by which the Insured advises the Insurer of details of the risk to be insured

## Schedule

Part of a Policy in which details specific to that particular Policy are inserted

## Wilful Act

A deliberate act or the deliberate failure to act in circumstances where there is a risk of loss or damage

# Section 1

## Physical Loss or Damage

Subject to the terms and conditions of this Policy the Personal Watercraft insured herein is covered for private pleasure purposes only, unless otherwise shown on the Schedule, up to the sum insured and whilst being used within the Cruising Range stated in the Schedule against physical loss or damage caused by an accidental cause.

Accidental cause includes but is not limited to theft, negligence and Malicious Acts provided that the loss occurs during the Period of Insurance.

Theft is covered provided that Insurers have been advised of the Hull Identification Number of the Personal Watercraft and provided the Personal Watercraft is either:

- i) attended; or
- ii) in a locked place of storage; or
- iii) on its Trailer, which is either:
  - a) securely locked to a road vehicle and the road vehicle is either occupied or securely locked; or
  - b) secured by a wheel clamp or a ball hitch lock

In case of a recoverable claim for physical loss or damage following an Insured Event, the amount payable by Insurers will be determined as follows:

## Actual and Constructive Total Loss of the Personal Watercraft

The market value of a craft of similar type and age up to but not exceeding the value stated in the Schedule.

## Partial Loss or damage to the Personal Watercraft

The cost of repairing the Personal Watercraft or replacing any individual item(s) lost, damaged or stolen with a similar item and limited to the values shown on the Schedule.

The Excess will be applied as detailed in the Schedule.

## Unrepaired Damage

If Insurers make a payment for partial loss and the Personal Watercraft is unrepaired at the time that it subsequently becomes a total loss or a constructive total loss, Insurers will deduct the amount of the original payment from payment for total loss or constructive total loss.

## Underinsurance

If at the time of any partial loss, the market value of the Personal Watercraft is greater than the amount shown on the Schedule, Insurer's liability will be limited to the proportion which the amount shown on the Schedule bears to the market value.

## Excess

The Excess applying in respect of:

- i) loss or damage to the Personal Watercraft is £150;
- ii) theft of the Personal Watercraft from a locked building is £250;
- iii) theft of the Personal Watercraft other than from a locked building is the greater of 15% of the Sum Insured or £350
- iv) drivers with less than one year's experience of driving Personal Watercraft is £300;
- v) drivers under the age of 25 is £300

## Exclusions relating to Section 1

Insurers have no liability in respect of physical loss or damage under this section, arising from:

- 1.1 the failure to maintain the Personal Watercraft in a Seaworthy condition
- 1.2 the Wilful Act of the Insured, a member of his family or any Permitted User
- 1.3 the operation of the Personal Watercraft by the Insured or any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition
- 1.4 wear, tear, gradual deterioration, Inherent Vice, frost, mould, fungi, marine life, electrical and mechanical derangement
- 1.5 latent Defect of a part of the Personal Watercraft however the damage caused by the latently defective part is recoverable
- 1.6 fault or error in design and construction and any expense incurred in design or construction alterations
- 1.7 theft or unauthorised removal of the Personal Watercraft by any Permitted User or resulting from trick or deception against the insured
- 1.8 unrepaired damage, any failed repair, alteration, modification or maintenance work carried out on the Personal Watercraft
- 1.9 scratching, denting, bruising of the Personal Watercraft whilst in transit by road, rail or ferry.
- 1.10 civil, criminal or administrative proceedings
- 1.11 beaching or by any substance being drawn into the propelling machinery
- 1.12 war, civil disturbance, terrorism, action of any government, government department or local authority
- 1.13 the Personal Watercraft participating in racing, speed testing or other competitive activity
- 1.14 the Personal Watercraft being left unattended when afloat  
Insurers have no liability in respect of physical loss or damage to trailer tyres

## Section 2

### Usage of Personal Watercraft – Policy Cover

Cover under this Policy only applies provided that:

- 1 the Personal Watercraft is used for private pleasure purposes.  
Cover will not apply if the Personal Watercraft is let out for hire or reward or otherwise used for commercial purposes of any kind
- 2 when the Personal Watercraft is in use on water:
  - 2.1 only experienced riders and helmsmen will be allowed to drive and/or helm the Personal Watercraft;  
and
  - 2.2 Drivers and Helmsmen:
    - a) will be 16 years of age or over; or
    - b) if under the age of 16 but over the age of 14 will be accompanied by an adult aged 25 years or older who has at least one year's experience of riding or helming such a craft or has the RYA training certificate for attendance and passed satisfactorily the examination for Personal Watercraft.
  - 2.3 it will not at any time be left unattended afloat.
  - 2.4 the Insured and all persons using the Personal Watercraft with the Insured's permission shall comply with all local bylaws and regulations relating to the use of Personal Watercraft and will comply with all navigational requirements and restrictions.
  - 2.5 it will not participate in any racing or speed tests or competitions of any sort or any trials in connection therewith and will not undertake stunt riding and white water navigation.
  - 2.6 it will not carry passengers unless it is designed and certificated to carry more than one person and that the number of persons on board or being carried by the Personal Watercraft shall not exceed the manufacturer's design and specification.
  - 2.7 it will not be used for towing of any kind unless liability to and of water skiers has been noted and agreed on the Policy Schedule.
  - 2.8 it remains within the Cruising Area stated on the Schedule.
- 3 when the Personal Watercraft is not in use it will be:
  - i) attended at all times or
  - ii) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
  - iii) secured by a hitch lock or a wheel clamp or in a locked place of storage.

## Section 3

**The “institute extended radioactive contamination exclusion clause (cl 370)” and the “institute chemical, biological, bio-chemical, electromagnetic weapons and cyber attack exclusion clause (cl 380)” are incorporated in this policy and are detailed in full below:**

### **Institute extended radioactive contamination exclusion clause (cl 370)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- any chemical, biological, bio-chemical, or electromagnetic weapon

### **Institute chemical, biological, bio-chemical, electromagnetic weapons and cyber attack exclusion clause (cl 380)**

- subject only to clause 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 processor any other electronic system.
- where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, the above clause 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 or guidance system or firing mechanism of any weapon or missile.

## Section 4

### Third Party Liability

This cover is applicable only if indicated in the Schedule.

Subject to the Terms and Conditions of this policy the Insured or any Permitted User will be indemnified arising from the legal liability for use of the insured property listed on the policy Schedule for:

- 4.1 death or bodily injury to any person
- 4.2 loss of or damage to property not belonging to the Insured or any Permitted User
- 4.3 any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability
- 4.4 attempted or actual raising, removal and destruction of the wreck of the Personal Watercraft

The maximum amount recoverable under this Section is shown on the Schedule and is limited to any one accident or series of accidents arising from the same event.

In addition to any claim for which coverage is provided under this section and with prior written consent and agreement Insurers will pay:

- 4.5 the expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries
- 4.6 the legal costs incurred in defending or pursuing any action following an event covered under this policy whether or not such action results in Court proceedings

### Exclusions relating to Section 4

Insurers have no liability in respect of the following:

- 4.7 any form of personal or bodily injury or death in respect of persons employed in any capacity by the Insured in connection with the Personal Watercraft or employed by any Permitted User
- 4.8 accidents caused to or by water skiers, kneeboards, wakeboards, ringos, biscuits, and tubes whilst being towed or preparing to be towed by the insured Personal Watercraft unless the Schedule details that a water skiing liability extension is in force and subject to no more than 2 persons are being towed or preparing to be towed at any one time.
- 4.9 accidents caused by any person engaged in any form of diving activities
- 4.10 accidents caused to or by any person engaged in water-sport activities such as aquaplaning, kiting or any other airborne activities including whilst preparing to be towed
- 4.11 punitive, exemplary damages, fines or penalties imposed under any statutory code or law
- 4.12 any third party loss or damage caused during land, road, rail or ferry transit



## Section 5

### Additional Benefits

#### No Claims Bonus Clause

Where the Insured has not made a claim in an expiring Period of Insurance and where the premium is above the minimum premium applicable to this product he/she will be entitled to a No Claims Bonus which will be deducted from the premium for the following Period of Insurance. This discount will be calculated at 5% of gross premium for each claim free year up to a maximum of 25%.

If only one claim is made during any Period of Insurance the bonus allowed will be:

| No Claim Bonus at last renewal | No Claim Bonus at next renewal |
|--------------------------------|--------------------------------|
| 5%                             | Nil                            |
| 10%                            | Nil                            |
| 15%                            | 5%                             |
| 20%                            | 10%                            |
| 25%                            | 15%                            |

If more than one claim is made in any Period of Insurance the No Claims Bonus will be reduced to Nil at next renewal.

If this Policy applies to more than one Vessel, the No Claims Bonus will apply as if a separate Policy had been issued for each Vessel.

No Claims Bonus is not transferrable from one person to another.

#### Transits

The cover provided under Section 1 of this insurance is extended to cover the Personal Watercraft whilst in transit by road, subject always to the towing vehicle and trailer being roadworthy.

## Section 6

### General Conditions

These conditions apply to all sections of this Policy

### Duties of the Insured

It is a condition of this policy that the Insured will take all steps to maintain the Personal Watercraft in a proper state of repair and Seaworthiness and take all steps to avert or minimise a loss. Failure to comply with this Condition may prejudice a claim under the Policy.

### Assignment or Transfer of this insurance

This insurance is a contract between the Insured and the Insurers and is not assignable or transferable unless agreed in writing by Insurers prior to any assignment or transfer taking place.

### Sale or transfer of Ownership

It is hereby noted that if the Personal Watercraft is sold or transferred to new ownership, unless agreed by Insurers, this insurance is cancelled from the time of sale or transfer.

### Return of Premium

If the Vessel is sold or transferred to new ownership, this Policy shall be automatically cancelled from the time of sale or transfer. If your policy has been in force for

- more than 1 year, we will return a pro-rata refund of the premium from the date of cancellation up to the renewal date
- less than 3 months we will refund 50% of the premium
- between 3 to 4 months from inception a 25% refund will be given
- between 4 to 12 months no return of premium will be given.

Where an additional premium has been charged for a specific voyage, or event or to include cover for Racing Risks, such premium shall be non-refundable.

If a claim is paid under this Policy no return premium will be paid in respect of the unexpired period. In the case of an extension to this Policy which has not taken place the return premium for the extension will not be reimbursed unless Insurers are advised of the non-occurrence of the event within 7 days of its intended commencement.

### Sanctions

Insurers have no liability to the extent that the provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

### Policy cancellation

If having checked the policy the Insured decides not to proceed with this insurance the Insured has a statutory right (in UK) to cancel within 14 days starting on the date policy documentation is received by the Insured. If the Insured wishes to cancel the policy the Insured should write to his insurance advisor. Insurers will refund any premium paid except when a claim has already been made under the Policy.

Beyond this 14 day period this insurance may be cancelled by either party at any time by giving a minimum of 30 days notice in writing or by mutual agreement.

### Governing Law

Unless the Insurers have agreed otherwise and the Schedule specifically shows such agreement, this insurance is governed by English Law.

### Jurisdiction

Where the Insured is domiciled in a Member State or in Gibraltar then, in the event of a dispute between the Insured and the Insurers, the Insured must bring proceedings against the Insurers:

- In the courts of England and Wales  
OR
  - In the courts for the Member State where the Insured is domiciled, or in Gibraltar if the Insured is domiciled there  
OR
  - In respect of liability cover provided under this insurance:  
Either
    - a) in the courts for the place where the harmful event giving rise to the claim against the Insured occurred  
OR
    - b) in the courts in which the injured party has brought proceedings against the Insured, if the law of those courts permits the Insurers to be joined in such proceedings.
- AND
- Insurers may bring proceedings against the Insured only in the courts of the Member State in which the Insured is domiciled, or in Gibraltar if the Insured is domiciled there.

Where the Insured is domiciled other than in a Member State or in Gibraltar, in the event of a dispute between the Insured and the Insurers, both the Insured and the Insurers may bring proceedings only in the Courts of England and Wales which shall have exclusive jurisdiction to determine any such dispute.

A Member State shall be a state of the EU bound by the provisions of Council Regulation EC No 44/2001, namely Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Slovenia, Slovakia, Spain, Sweden, The Czech Republic, The Netherlands or the United Kingdom.

## Section 7

### Claims and Accidents – General Conditions and Procedures

#### Notification of Claims

In the event of any occurrence which may give rise to a claim under this Policy, notice must be given to Insurers in writing as soon as practicable with brief details of the incident along with names and addresses of witnesses and any third party claimants and potential claimants to Noble Marine, Clinton House, Lombard Street, Newark, Nottinghamshire NG24 1XB. As soon as practicable all claims, letters, summonses, writs or documents which are received from third parties need to be given to Insurers unanswered, and the Insured must provide any assistance and information required.

This may include any evidence that could be required by Insurers concerning the cause and value of any claim. The following should be provided, however, this is not an exhaustive list of information which may be required:

- Insured's name, address, and contact details
- policy number
- the date of the incident
- the cause of the loss or damage
- repair estimates if already obtained
- details of the loss or damage together with claim value if known
- police details where applicable including crime reference numbers
- names and addresses of any other parties involved or responsible for the incident
- details of any injuries sustained by anyone covered under the Policy or any loss of or damage to property or injury suffered by any third party
- names and addresses of any witnesses

This information will enable Insurers to make an initial evaluation on Policy liability and claim value. Insurers may however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or
- photographs
- Purchase dates and location of lost or damaged property

Sometimes Insurers may wish to appoint their representative to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

#### Admission to Third Parties

No liability of any sort may be admitted and no undertaking given, nor should any offer, promise or payment be made or legal expenses incurred by the Insured or any person on board the Personal Watercraft without Insurers prior written consent.

#### Repair estimates and tenders

The Insured must obtain Insurers written consent, prior to selecting and authorising repairs. If requested alternative repair estimates must be obtained.

#### Other insurances

In the event of any claim arising under this Policy which is also recoverable under any other Policy Insurers shall not be liable for more than their rateable proportion of such claim.

## Complaints Procedure

Noble Marine and Royal & Sun Alliance Insurance plc aim to provide the Insured with a first class service. If the expected service has not been delivered or there are any concerns with the service provided, we would like to have the opportunity to put things right.

### Complaints process

Should you wish to complain, you may do so orally to any member of staff or in writing to the Customer Services Manager, Noble Marine, Clinton House, Lombard Street, Newark, Nottinghamshire, NG24 1XB or by email to [complaints@noblemarine.co.uk](mailto:complaints@noblemarine.co.uk). We take all complaints seriously and will endeavour to respond immediately. Where this is not possible we will acknowledge your complaint within 5 business days confirming the name of the member of staff dealing with your complaint. We will provide you with a full written response within 20 business days or explain the current position and provide a time scale for a full response.

If still not satisfied, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

**Telephone:** 0800 0234567 (free from, standard landline, mobiles maybe charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### The Insured's rights

The Insured's rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

# Privacy Policy

Noble Marine (Insurance Brokers) Ltd and Noble Marine (Underwriting Agencies) Ltd are subsidiary companies owned by Royal & Sun Alliance Insurance plc.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

This Privacy Notice will help you understand the following:

- Who are we?
- Why do we collect and use your personal information?
- Where else do we collect information about you?
- Will we share your personal information with anyone else?
- Which decisions made about you are automated?
- For how long will we keep your information?
- Your information is incorrect what shall we do?
- What are your rights over the information that is held by RSA?
- Our Privacy Notice
- How you can contact us about this Privacy Notice
- How you can lodge a complaint

## Who are we?

Royal & Sun Alliance (RSA) Insurance plc, a member of the RSA Group of companies provide commercial and consumer insurance products under a number of brands, for example, Noble Marine and More Than. We also provide insurance services in partnership with other companies.

## Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional

information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

### Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

### For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

### Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

### What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a) If you believe that the information we hold about you is inaccurate, or;
  - b) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
- a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
 RSA  
 Bowling Mill  
 Dean Clough Industrial Park  
 Halifax  
 HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office  
 Wycliffe House  
 Water Lane  
 Wilmslow  
 Cheshire  
 SK9 5AF

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