



NOBLE MARINE PLEASURE CRAFT

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', with a small dot at the end.

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

Contents

Section	Page
Definitions	4
Section 1 – Physical Loss or Damage	6
Section 2 – Personal Effects	7
Section 3 – War and Associated Risks	8
Section 4 – Institute Extended Radionactive Contamination and Cyber Attack Exclusion Clause (CL 370/380)	9
Section 5 – Third Party Liability	10
Section 6 – Personal Accident	11
Section 7 – Medical Expenses	12
Section 8 – Additional Benefits	13
Section 9 – General Conditions	14
Section 10 – Claims and Accidents – General Conditions and procedures	15
Complaints Procedure	16
Privacy Policy	17

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

Appropriation/requisition

Capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or pre-emption and the consequences of, or any attempt at any of these

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 Vessel will be used and Policy cover will apply. Use of the Vessel 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

Fair Costs

An amount which would be paid by a prudent Insured. For example this would not include overtime and accelerated costs in order to reduce the repair time

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 Vessel

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

Loss of Limb

Permanent loss by separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of the hand, arm or leg

Machinery

The Vessel's main or auxiliary engine(s), outboard motor(s) and generators together with all associated electrical equipment, piping, fittings, cables, shafts and propellers

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

Permanent Disablement

Lasting for 12 consecutive months and being without any hope of improvement after such period

Permitted User

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

Personal Effects

Property of a personal nature not normally sold with the Vessel but excluding the following items:

- Jewellery
- Fur
- Antiques and works of art
- China, glass
- Consumable stores
- Documents, negotiable instruments, securities
- Travellers cheques and currency
- Collectable items such as coins and stamps

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

Seaworthy/Seaworthiness

Fit to encounter the ordinary perils of the seas, rivers, lakes or other navigable waters, properly crewed, equipped, fuelled, provisioned and with all equipment in proper working order. Seaworthiness applies not only to the physical conditions of the hull but to all its parts, equipment and gear

Tenders

Other craft used in connection with the operation of the Vessel and permanently marked with the Vessel's name or other significant markings

Total Disablement

Disablement preventing engagement in a person's usual occupation and where there is no prospect of recovery

The Vessel

The Vessel named on the Schedule including her machinery, electronics, gear and equipment as would normally be sold with the Vessel

Underwater Gear

Rudder, strut, shaft and propeller

Usage

The Vessel insured herein will be used for private pleasure purposes only. Any other usage must be specifically agreed by Insurers and will be shown on the Schedule

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 Vessel and Tenders insured herein are 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.

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 Vessel

- i) Up to the Vessel's value stated in the Schedule. The Excess will be applied in this case
- ii) Where the Vessel is lost or damaged within three years of completion of its manufacture Insurers will pay for:
 - a) A new Vessel of the same make, model and specification
OR
 - b) if the Vessel is no longer in production a new Vessel of a similar model and specification costing up to 120% of the value shown on the Schedule. This provision does not apply to outboard motors

The maximum sum we will pay in respect of the Actual or Constructive Total Loss of an outboard motor will be the market value of the motor immediately before the loss occurred.

Partial Loss or damage to the Vessel

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

Claims in respect of the Actual or Constructive Total Loss of protective covers, sails, masts, spars, standing and running rigging, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of two-thirds of their new replacement cost.

The maximum sum we will pay in respect of damage to an outboard motor will be the cost of repairs, not exceeding the market value of the motor immediately before the damage occurred.

The reduction in the market value of the Vessel at the expiry of this Policy due to damage covered by the Policy remaining unrepaired.

The amount payable shall not exceed the cost of repair based on estimates provided by mutually acceptable parties.

The Excess will be applied as detailed in the Schedule.

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 Vessel 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 Vessel 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 breakdown
- 1.5 Latent Defect of a part of the Vessel or tender 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
- 1.7.1 theft or unauthorised removal of the Vessel by any Permitted User
- 1.7.2 theft of outboard motor(s) unless secured, by an anti-theft device or unless following forcible entry into a locked compartment or locked place of storage
- 1.7.3 theft of gear and equipment unless following Total Loss of the Vessel or following violent or forcible entry into a locked compartment or place of storage
- 1.7.4 theft of the trailer or the Vessel whilst on the trailer unless the trailer is immobilised or fitted with a suitable anti-theft device
- 1.8 unrepaired damage, any failed repair, alteration, modification or maintenance work carried out on the Vessel
- 1.9 scratching, denting, bruising of the Vessel whilst in transit by road, rail or ferry.

Insurers have no liability in respect of physical loss or damage to the following:

- 1.10 the Vessel's mooring or any part thereof with the exception of the vessel's lines/warps, anchor and anchor chain
- 1.11 loss of or damage arising through or consequent upon the ordinary action of the wind and waves or natural decay
- 1.12 loss of or damage to the Vessel's outboard motors through dropping off or falling overboard, unless secured to the Vessel at the time of loss by a suitable safety chain or strap

Where a Vessel has a maximum designed speed in excess of 17 knots under mechanical power Insurers have no liability in respect of physical loss or damage to the Vessel or liability to third parties or any salvage services for claims caused by or arising from:

- 1.13 the Vessel racing or taking part in any speed tests or time trials
- 1.14 fire or explosion on the Vessel or Tenders if fitted with inboard machinery, unless the engine room or engine space is fitted with a properly maintained automatic fire fighting system or with firefighting equipment which is properly installed and maintained in working order in accordance with manufacturers and flag safety regulations

Furthermore where a Vessel has a maximum design speed in excess of 17 knots Insurers will exclude claims in respect of the following

- 1.15 craft less than 5 metres (16 feet 5 inches) in length, being swamped, stranded, sunk, or breaking adrift whilst moored afloat and with no responsible able bodied adult on board.

Section 2

Personal Effects

Subject to the Terms and Conditions of this Policy, this insurance covers Personal Effects belonging to the Insured and the Insured's family against theft, loss or damage whilst on board the Vessel and whilst being used in connection with the Vessel. These items are also covered whilst in transit to and from the Insured's place of residence to the Vessel.

The amount recoverable under the Personal Effects section shall be limited to the amount stated in the Schedule. Any single item valued in excess of £250 must be specifically declared and agreed by Insurers, prior to the item being covered.

If at the time of loss the value of all Personal Effects exceeds the amount shown in the Schedule the Insured shall only be entitled to recover such proportion of the loss as the amount shown in the Schedule bears to the total value of Personal Effects.

The Excess will be applied as detailed in the Schedule.

Exclusions relating to Section 2

Insurers herein have no liability in respect of physical loss or damage to Personal Effects caused by the following:

- 2.1 wear, tear, gradual deterioration, Inherent Vice, frost, mould, fungi, marine life, electrical and mechanical derangement
- 2.2 Wilful Act or theft by the Insured, a member of his family or any Permitted User
- 2.3 loss of diving equipment, water-skis or fishing gear, unless as a result of Total Loss of the Vessel or theft following violent or forcible entry into a locked compartment aboard the Vessel

Section 3

War, Strikes, Terrorism and Associated Risks

Subject to the exclusions indicated below, Insurers will insure the Vessel for the sum insured indicated in the Schedule against physical loss or damage caused by the following:

- 3.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat
- 3.3 derelict mines, torpedoes, bombs or other derelict weapons of war
- 3.4 strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 3.5 any terrorist or any person acting from a political motive
- 3.6 confiscation or appropriation

Detainment

In the event of the Vessel being subject of capture, seizure, arrest, restraint, detainment, confiscation or appropriation and the Insured has been deprived of the Vessel for a continuous period of 12 months and without the likelihood of recovery Insurers will pay the Vessel value as indicated in the Schedule.

Insurers have no liability under this Section for loss or damage arising from the following:

- 3.7 any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- 3.8 any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China
- 3.9 requisition or pre-emption
- 3.10 capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which the Vessel is owned or registered
- 3.11 arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 3.12 the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 3.13 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this Policy
- 3.14 any claim or expense arising from delay

Termination

Section 3 of the cover provided herein may be cancelled by either party by giving 7 days notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Insurers. Notice by either party should be by registered post to the Insured's insurance advisor. Insurers however agree to reinstate Section 3 subject to prior agreement being reached as to the new rate of premium to be charged and conditions or warranties to be applied.

Whether or not such notice of cancellation has been given, Section 3 will **automatically terminate** in the event of any of the following:

- 3.15 hostile detonation of any weapon of war by any of the countries indicated in section 3.8, anywhere in the world
- 3.16 the outbreak of war between any of the countries indicated
- 3.17 The requisition of the Vessel either for title or use in section 3.8

Section 4

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 process or 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 5

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:

- 5.1 death or bodily injury to any person
- 5.2 loss of or damage to property not belonging to the Insured
- 5.3 any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability
- 5.4 attempted or actual raising, removal and destruction of the wreck of the Vessel or the Tenders.

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:

- 5.5 the expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries
- 5.6 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 5

Insurers have no liability in respect of the following:

- 5.7 any form of personal or bodily injury or death in respect of persons employed in any capacity by the Insured in connection with the Vessel or employed by any Permitted User
- 5.8 accidents caused to or by water skiers, whilst being towed or preparing to be towed by the insured Vessel or Tenders unless the Schedule provides for such an extension
- 5.9 accidents caused by any person engaged in any form of diving activities
- 5.10 accidents caused to or by any person engaged in water-sport activities such as towing of bananas or rings, aquaplaning, kiting or any other airborne activities including whilst preparing to be towed
- 5.11 punitive, exemplary damages, fines or penalties imposed under any statutory code or law
- 5.12 any third party loss or damage caused during land, road, rail or ferry transit.

Section 6

Personal Accident

Subject to the Terms and Conditions of this Policy, whilst the Vessel is used for private pleasure purposes, cover is extended to include bodily injury or death (as detailed in the Indemnity Schedule below) to the Insured or to any person on board the Vessel with the Insured's permission including whilst embarking or disembarking.

In the event of a claim under Section 6 Insurers may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by Insurer's appointed medical experts.

Indemnity Schedule

The limits any one occurrence for which Insurers will be liable under this section are as follows:

Death	£20,000
Loss of one or more limbs	£20,000
Total loss of sight in one or both eyes	£20,000
Permanent Total disablement after 52 weeks	£20,000

Exclusions relating to Section 6

Insurers have no liability for:

- 6.1 any pre – existing illness or injury
- 6.2 pregnancy
- 6.3 death or disablement arising after 12 months from the date of the accident
- 6.4 bodily injury or death to any person aged 75 years or over at the time of the accident
- 6.5 an amount exceeding £100,000 in the aggregate in any one Period of Insurance
- 6.6 bodily injury or death to any person under a contract of employment with the Insured
- 6.7 any suicide or attempted suicide
- 6.8 bodily injury or death to any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.

Section 7

Medical Expenses

This policy covers the cost of medical, surgical, ambulance, hospital or other professional medical services, up to a limit of £5,000 or equivalent in any other currency, any one occurrence, where such are incurred following injury occurring during the Period of this Insurance to the Insured or to any person on board the Vessel with the Insured's permission including whilst on board, embarking or disembarking.

The Excess will be applied as detailed in the Schedule.

Exclusions relating to Section 7

Insurers have no liability for:

- 7.1 any pre-existing illness or injury
- 7.2 pregnancy
- 7.3 any person under a contract of employment with the Insured
- 7.4 any person whilst the Vessel is used for purposes other than private pleasure
- 7.5 any suicide or attempted suicide
- 7.6 The Insured or any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition

The injured person shall as soon as practicable furnish Insurers with all information relating to the accident.

Section 8

Additional Benefits

Bottom inspection following a grounding

Subject to prior agreement Insurers will pay costs for the inspection of the bottom of the Vessel following a grounding incident even if no damage is found and without application of the policy Excess.

Duty of the Insured

In circumstances which are likely to cause physical loss or damage to the Vessel, or otherwise to result in a claim under the Policy, it is the duty of the Insured and any Permitted User to take such measures as may be necessary to avert or minimise such loss.

Subject to the application of the Excess Insurers will reimburse the Insured for any expense incurred in taking such measures up to but not exceeding the sum insured of the Vessel.

No Claims Bonus Clause

Where the Insured has not made a claim in an expiring Period of Insurance 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.

Protected No Claims Bonus

No Claims Bonus will be unaffected at renewal by any claims made in the current Period of Insurance if:

I) the Insured is entitled to the maximum No Claims Bonus (25%)

AND

II) the Schedule indicates that No Claims Bonus is protected

Salvage

This Policy covers salvage charges incurred in averting or minimising a loss recoverable under Section 1. It is a condition of this insurance that the Insured shall not agree to compensation relating to salvage services without Insurers prior consent. It is, however, agreed that the Insured is permitted to take the necessary actions to preserve the property covered under this insurance.

Transits

The cover provided under Section 1 of this insurance is extended to cover the Vessel whilst in transit by road, rail, ferry or air and during loading and unloading. However, for Vessels with an overall length of 9 metres (29 feet 5 inches) or over, cover is limited to transits conducted by a professional haulier not exceeding 16.1 km (10 miles).

Section 9

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 Vessel 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.

Continuation

If the Vessel is at sea or in distress or at a place of refuge at the time this insurance expires, Insurers will automatically continue cover.

Upon arrival at the next port of call the Insured must notify Insurers and make any necessary premium payments without any undue delay.

Capture and Seizure of persons

This Policy excludes loss, damage, ransom, expense or any other liability whatsoever arising from or connected to the capture, seizure, arrest, restraint, detainment, hijack or kidnap of the Insured, Permitted Users, charterers, guests or any other persons.

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.

Contracts (Rights of Third Parties) Act

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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.

Sale or transfer of Ownership

It is hereby noted that if the Vessel 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.

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 yacht 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 parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law.

Jurisdiction

If the Insured is domiciled in a Member State of the EU bound by the provisions of Council Regulation EC No 44/2001, namely Belgium, Greece, Spain, France, Italy, Luxembourg, The Netherlands, The Czech Republic, Germany, Estonia, Ireland, Cyprus, Latvia, Lithuania, Hungary, Malta, Austria, Poland, Portugal, Slovenia, Slovakia, Finland, Sweden or the United Kingdom or in Gibraltar then, in the event of a dispute between the Insured and the parties the Insured must bring proceedings against the Parties:

- In the courts of England and Wales
OR
- In the courts of the Member State of the EU where the Insured is domiciled, or in Gibraltar if the Insured is domiciled there
OR
- In respect of liability cover under this insurance, in the courts of the place where – the event giving rise to the claim against the Insured occurred
OR
- In respect of liability cover under this insurance in the courts in which the party pursuing a claim against the Insured has brought proceedings against the Insured, if the law of those courts permits us to be joined in such proceedings,
AND
- Parties may bring proceedings against the Insured only in the courts of the Member State of the EU in which the Insured is domiciled, or in Gibraltar if the Insured is domiciled there

If the Insured is domiciled in a place other than those listed above then in the event of a dispute between the Insured and the parties the Insured may bring proceedings against parties only in the Courts of England and Wales and parties may bring proceedings against the Insured only in the Courts of England and Wales which shall have exclusive jurisdiction to determine any such dispute

Section 10

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 or via the appointed Broker.

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 Vessel 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. 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

Website: 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.

We are also required to inform you that you can use the on-line European Online Dispute Resolution platform to provide details of your complaint, which we understand will then be forwarded to the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

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.

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 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

Arranged by

Noble Marine (Insurance Brokers) Ltd (No. 2351642). Noble Marine (Underwriting Agencies) Ltd (No. 3096948)

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Underwritten by

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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