

Laser Insurance Policy Wording

Noble Marine (Insurance Brokers) Ltd

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 INSURERS NEED 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 Insurer) and the Insured agree that the Policy 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 Insurer 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 Insurer shall agree to accept the premium

Arranged by

Noble Marine (Insurance Brokers) Ltd (No. 2351642)
Noble Marine (Underwriting Agencies) Ltd (No. 3096948)
Registered in England and Wales at Clinton House
Lombard Street, Newark, Nottinghamshire. NG24 1XB.
Authorised and regulated by the Financial Conduct
Authority.

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.

SECTION 1

The Insured Laser Dinghy

Subject to the terms and conditions of the Policy the Vessel and any equipment listed on the Policy Schedule shall be covered for all costs in respect of:

- 1.1 Damage to the Vessel and equipment caused by an accident including fire, theft and a Malicious Act.
- 1.2 Secured gear and equipment stolen from the Vessel or from a Locked Place of storage
- 1.3 Loss or damage to the Vessel whilst it is being transported by road, rail, air or ferry within the specified Cruising Range
- 1.4 Loss or damage to Specialist Electrical Marine Equipment

Special conditions and Exclusions Relating to SECTION 1.

The Insured shall be responsible for the Policy Excess as specified in the Policy Schedule in respect of each claim for loss of or damage to the Vessel and associated equipment.

The Insurer will not reduce the value of your claim, subject to the limitations of the Policy, if they are replacing old equipment with new that is beyond economic or constructive repair as deemed by the Insurer with the exception of the protective covers, trolley and trailer.

If the Vessel, fittings and / or equipment are a Total Loss the settlement will be based on the manufacturer's price list at the time of the loss. In the case of the protective covers, trailer or trolley being a total loss the Insured will be compensated in line with the market value of the protective covers, trailer and/or trolley up to a maximum of the sum assured as stated on the Policy Schedule.

The Vessel will be insured while ashore or afloat within the Cruising Range noted on the Policy Schedule.

The Insurer will not settle a claim in respect of

- 1.5 Loss of use
- 1.6 Scratching and bruising whilst in transit by road, rail, air or ferry
- 1.7 Wear and tear, depreciation and Deterioration from use
- 1.8 Theft of Unsecured gear, fittings or equipment unless stolen with the Vessel or from a Locked Place of storage
- 1.9 Loss or damage to an electrical device unless it is secured to the Vessel using a purpose made commercial attachment
- 1.10 The loss of or damage to a mobile phone.

SECTION 2

Personal Belongings

Clothing and personal items normally used in connection with the Vessel belonging to the Insured or any member of their immediate family are covered in the event of theft

or accidental damage up to a maximum of £350 in any one incident.

Special conditions and Exclusions Relating to SECTION 2.

The Insured shall be responsible for the Excess as specified in the Policy Schedule in respect of each claim for loss of or damage to Personal Belongings.

The Insurer will not settle a claim relating to Personal Belongings in respect of passports, cash, credit or debit cards, travellers cheques, cash cards, stamps, jewellery, spectacles (unless secured with a strap), contact lenses, mobile phones, keys or similar property.

When agreeing a settlement offer for Personal Belongings there may be a reduction in the payment amount due to the age and condition of the item.

The Insurer will not settle a claim in respect of

- 2.1 Wear and tear, depreciation and Deterioration from use
- 2.2 Theft of Unsecured clothing and personal items.

SECTION 3

Liability to Third Parties.

The Insured will be indemnified for all sums which they shall become legally liable to pay, arising out of the use of or caused by the Insured Property, up to the limit shown in the Policy Schedule following an accident or series of accidents in respect of

- 3.1 Death of or any bodily injury to any person (including passengers) other than persons employed in any capacity by the Insured
- 3.2 Damage to property not belonging to the Insured
- 3.3 Any person in a like manner (other than a person employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation) using the Vessel with the Insured's permission but excluding indemnity in respect of liability to the Insured

The Insurer will pay any legal costs incurred in defending any claim.

Special Conditions and Exclusions Relating to SECTION 3

The Insurer will not settle a claim in respect of

- 3.4 Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured
- 3.5 Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.

SECTION 4

General Exceptions

The Insured does not have cover for the Vessel in the event of loss, damage or liability in the event of

- 4.1 The Vessel being used for commercial means, charter or used for any purpose other than private pleasure
- 4.2 The failure to maintain the Vessel in a Seaworthy condition
- 4.3 The Vessel has been modified for the purpose of foiling
- 4.4 Capture, seizure, arrest, restraint or detainment and the consequences thereof
- 4.5 Hostilities or warlike operations whether there be a declaration of war or not
- 4.6 Civil war, revolution, rebellion or civil strife or piracy
- 4.7 Strikes, locked out workman or persons taking part in labour disturbances, riots or civil commotions
- 4.8 Ionizing radiations from or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 4.9 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- 4.10 The provision of such cover would expose the Insurer 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.

SECTION 5

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.

SECTION 6

Return of Premium

Returns of premium will only be given upon termination or cancellation of this Policy. If there has been a claim in the current period of insurance, no return of premium will be given.

If the Policy is cancelled

- during the first 3 months we will refund 50% of the premium

- between 3 and 4 months from inception, a 25% refund will be given
- between 4 and 12 months, no return of premium will be given.

If your Policy has been in force for more than one year, we will return a pro-rata refund of the premium from the date of cancellation up to the renewal date.

SECTION 7

Claims and Accidents.

In the event of any incident which may give rise to a claim under this Policy, notice must be given to the Insurer in writing as soon as practicable. This can be done by

- completing an online claim form from our web-site www.noblemarine.co.uk
- requesting a paper claim form from Noble Marine by telephone on 01636 707606 and returning it 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 Insurer unanswered, and the Insured must provide any assistance and information required. This may include any evidence that could be required by the Insurer concerning the cause and value of any claim.

The Insurer may 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

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

No liability of any sort may be admitted to a Third Party 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 the Insurer's prior written consent.

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

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

SECTION 8

Law Applicable

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 and shall be resolved within the exclusive jurisdiction or the courts of England and Wales.

Definitions

The below section is designed to assist you understand the specific meaning of certain words in the Policy wording.

Coastal Waters	Water around a coast up to 12 miles offshore.
Cruising Range	The geographic area as defined in the Policy Schedule in which the Vessel will be used and Policy cover will apply.
Deterioration	The continuous degradation of your Vessel caused by wear and tear, rust, rot, oxidation, corrosion, wasting or weathering.
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.
Europe	For the purpose of this Policy, Europe is defined as: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.
Excess	The amount shown on the Policy Schedule for which the customer is responsible in respect of each claim for own damage.
Insured Property	Insured Vessel together with other equipment including trailer or trolley and any other items listed on your Policy.
Insured	The person or legal entity shown in the Schedule who has a financial interest in the Vessel.
Insurer	Royal & Sun Alliance Insurance plc
Locked Place	A building or compound that is secured by a locked door, gate or security barrier.
Malicious Act	The deliberate act or failure to act where there is a risk of loss, damage or personal injury.
Market Value	The price that the Insured Property could be sold in an open and competitive market.
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 Vessel with the Insured's permission.
Personal Belongings	Clothing and personal Items normally used in connection with the Vessel belonging to the Insured or any member of their immediate family, for example water proofs, wet suit, wet boots, buoyancy aid, sailing gloves, sailing holdall, dry suit etc.
Policy	The document which incorporates the Policy Schedule, any Endorsements, the proposal form and any other information provided by the Insured.
Policy Schedule	Part of a Policy in which details specific to that Policy are inserted.
Premium	The amount of money that you pay and your Insurer accepts.
Seaworthiness	Vessel is fit to encounter the normal perils of the sea, rivers, lakes or other navigable waters and is correctly crewed, equipped, fuelled, and with all equipment in proper working order.
Specialist Marine Electrical Equipment	Electrical equipment that is specifically designed to be used on the Vessel including compass, Electrical Equipment electronic compass, tracking device, speed puck, electronic race timer, VHF radio and waterproof portable camera.
Sums Insured	The values shown in your Schedule for your Vessel, trolley, trailer and other specified equipment.
Total Loss	The Insured Property is damaged beyond economic repair or constructive repair or the Insured is irretrievably deprived of it.
Unsecured Equipment	Equipment or fittings that are not at the moment of loss attached to the Vessel and can be removed without an act of force
Vessel	The Vessel named on the Policy Schedule including hull, sails, spars, foils, fittings, gear and equipment that would normally be sold with the Vessel.
We / Our / Us	Noble Marine (Insurance Brokers) Ltd
You / Your	The Insured shown on the Schedule

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 land line, 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 online [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.

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

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 Laser policy May 2018

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