

CERTIFICATE OF INSURANCE

(Evidence of Cover)

RYA Membership
Windsurfing, windsurf
foiling and stand up
paddleboard third party
insurance

Arranged exclusively by Bishop Skinner Marine, a trading name of Marsh Limited Underwritten by Navigators and General, a trading name of Zurich Insurance Company Ltd.

Policyholder	Royal Yachting Association
Master Policy Reference	B6839P18037/32799231
Underwritten by	Navigators and General, a trading name of Zurich Insurance Company Ltd
Cover	Third Party Liability Only
Period of Insurance	1 October 2024 to 30 September 2025
Limit of indemnity	£5,000,000 but restricted to £500,000 in North America .
Geographical limits	Non Tidal Waters , and Coastal Waters , of the United Kingdom and Worldwide for up to a maximum of 30 days per trip.
Special terms and endorsements	This Policy covers current RYA members with windsurfing benefits who currently are domiciled in the United Kingdom and have resided in the United Kingdom for more than 6 months. Includes cover whilst racing. The Sailboard or Paddleboard must be taken Ashore after use.
Excess	None

This is to certify that in accordance with the authority granted to Marsh Limited trading as Bishop Skinner Marine under the terms of the binding authority this insurance is underwritten by Navigators & General, Navigators and General is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our FCA firm reference number is 959113.

Correspondence Address: N&G -Brighton, PO Box 3707, Swindon, SN4 4AX Website: www.navandgen.co.uk
Email: enquiries@navandgen.co.uk Tel: 01273863400 Fax: 01273863401

Data protection statement

Zurich takes the privacy and security of **Your** personal information seriously. **We** collect, use and share **Your** personal information so that **We** can provide policies and services that meet **Your** insurance needs, in accordance with applicable data protection laws.

The type of personal information **We** will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **You** have requested other individuals be included in the arrangement, personal information about those individuals.

We and **Our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet **Our** legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for **Our** 'legitimate interests'.

It is in **Our** legitimate interests to collect personal information as it provides us with the information that **We** need to provide **Our** services more effectively including providing information about our products and services. **We** will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **Our** data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If **You** have any questions or queries about how **We** use **Your** data, or require a paper copy of the statement, **You** can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact **Our** Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems
- use **Your** information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review **Your** claims history
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Zurich may register **Your** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims History

When **You** tell us about an incident or claim **We** may pass information relating to it to the relevant database. **We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim.

This helps to check information provided and prevent fraudulent claims.

Financial Services Compensation Scheme (FSCS)

This **Policy** is not a protected contract of insurance for the purposes of the Financial Services Compensation Scheme (FSCS) and **You** will not be entitled to claim compensation from the FSCS if **We** are unable to meet **Our** obligations to **You**.

Definitions

Certain words shown below have a specific meaning and whenever they are shown in bold type in **Your Policy** they will have that meaning.

"Ashore" means out of the water and on land above the highest astronomical tide mark.

"Coastal Waters" means waters up to a distance of 12 nautical miles from the shore.

"Non-Tidal Waters" means Inland waters where there are no tides and inland tidal stretches which are necessary to navigate in order to enter or leave the non-tidal system.

"Normal Use" of a **Sailboard** or **Paddleboard** means whilst in storage, transit or private and pleasure use or use in connection with competition, tuition or coaching by an RYA qualified coach / instructor.

"North America" The United States of America and Canada or any other territories within their jurisdiction.

"Paddleboard" means the hull, fittings and paddle used to propel it and a single electric motor, if fitted as standard by the board manufacturer, not exceeding 400w

Subject to Your Paddleboard having been professionally manufactured with a motor and not having been adapted or modified from its original intended use.

Your motor propeller must be enclosed within a suitable guard or cage

If your Paddleboard motor is powered by lithium-ion batteries, you must comply with the following conditions:

- The batteries must be charged during daylight hours.
- The batteries must not be left unattended whilst being charged
- The batteries must be used, stored, charged and maintained in line with their manufacturer's guidelines and recommendations
- The batteries must be charged with the charging equipment supplied or approved by their manufacturer.

A Kill-cord to be fitted to the motor and operational at all times whilst Your Paddleboard is underway

"Period of Insurance" means a period of 12 months from payment of your membership subscription on joining, or renewal of the membership. This is subject to renewal of the **Policy** by the **Policyholder**.

"Policy" means this certificate and this master schedule. A copy of the master schedule can be obtained from **The Association**

"Policy holder" means the Royal Yachting Association

"Sailboard" means the hull, mast, boom and sail including fittings normally attached to the **Sailboard** or windsurfer

"Terrorism" means an act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and / or to put the public or any section of the public in fear. **Terrorism** can include but not be limited to the actual use of force or violence and / or the threat of such use. Furthermore the perpetrators of **Terrorism** can either be acting alone or on behalf of or in connection with any organisation(s) or government(s).

"The Association" means the Royal Yachting Association.

"United Kingdom" means England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands. **"We**

/ Us / Our" means Navigators and General, a trading name of Zurich Insurance Company Ltd

"You / Your" means: a person who:

- a. has been enrolled by **The Association** as a member with windsurfing benefits: and
- b. has paid the subscription for such benefits for the **Period of Insurance**; and
- c. is currently domiciled in the **United Kingdom** and has resided in the **United Kingdom** for more than 6 months.

Extent of indemnity

Subject to the terms and conditions contained within this **Policy**, **We** will indemnify **You** for all sums which **You** legally have to pay as a result of owning **Your Sailboard** or **Paddleboard**, and when borrowing a **Sailboard** or **Paddleboard**, but not when hiring a **Sailboard** or **Paddleboard**, for incidents occurring whilst in **Normal Use** during the **Period of Insurance** in respect of:-

- a) the accidental death of, or accidental injury to, any person;
- b) accidental damage to property caused by or arising out of the **Normal Use** of a **Sailboard** or **Paddle- board**;
- c) defending any claim and all expenses incurred in connection with official inquiries or coroner's inquests.

We may at any time pay to **You**, in connection with any claim or series of claims, the amount of the limit of indemnity (after deduction of any sum already paid as compensation in respect of such claims or claims or other relevant claims)) or any lesser amount for which such claim or claims can be settled and upon such payment being made **We** shall relinquish the conduct and control of, and be under no further liability in connection with, such claims, except for payment of costs and expenses recoverable or incurred prior to the date of such payment.

Our liability to pay costs and expenses where compensation exceeding the limit of indemnity has to be paid to the claimant, and **We** have not exercised **Our** rights under this condition, shall be limited to such proportion of the said cost and expenses as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.

For example, if **Our** limit of indemnity is half of the amount of the claims settlement, **We** will only pay half of the costs and expenses.

If **We** have exercised **Our** rights under this condition, in addition to the indemnity provided by this **Policy**, **We** will indemnify **You** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **Us** or with **Our** consent.

Our limit of indemnity in respect of:-

- i) accidents in **North America** is £500,000 inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim during any one period of insurance.
- ii) all other accidents is £5,000,000 plus all legal costs awarded to any claimant or incurred in the defence of any claim in respect of any one accidents or series of accidents arising from the same event.

General exclusions

No claim will be allowed in respect of:-

- a. liability arising whilst **You** are wing surfing, wing foiling, kite surfing or kite foiling
- b. the death of, or injury to, any workman or any other person employed in any capacity whatsoever by **You** in connection with a **Sailboard** or **Paddleboard** or any work or repair on a **Sailboard** or **Paddleboard**;
- c. any accident occurring whilst a **Sailboard** or **Paddleboard** is in transit in or on any vehicle, ferry or hovercraft or in any circumstances where any Road Traffic Act Legislation would apply;
- d. any accident attributable to the unseaworthy condition of a **Sailboard** or **Paddleboard** if this is known or should be known by **You**;
- e. any damage, death or bodily injury which **You** intended to cause or which was caused by **Your** reckless conduct;
- f. any accident occurring whilst **You** are using a **Sailboard** or **Paddleboard** other than in **Normal Use**
- g. any accident occurring whilst a **Sailboard** or **Paddleboard** is left afloat unattended whilst not in use; h. salvage charges or the costs of any rescue of **You**;
- i. any damage to the **Sailboard** or **Paddleboard** in use by **You**;
- j. any damage to any other property belonging to **You** or in **Your** control;
- k. any liability caused by or happening through war, riot, civil commotion, **Terrorism** and/or radioactive contamination;

Sanction limitation and exclusion

Notwithstanding any other terms of this **Policy** **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

Geographical limits

Cover under this **Policy** applies:-

- a. at any time on **Non Tidal Waters**, and **Coastal Waters**, of the **United Kingdom**
- b. Worldwide cover for up to 30 days per trip.

Cancellation

The **Policyholder** may cancel this **Policy** within 14 days from the date it was purchased or the date the **Policyholder** received the **Policy** documents (whichever is the later) by contacting **Us** during this period. **We** will give the **Policyholder** a full refund of any premium paid provided no claims have been made and/or no incident likely to give rise to a claim has occurred.

The **Policyholder** may cancel this **Policy** at any time by providing prior notice to **Us**. Providing no claims have occurred during the period for which cover has been in force, **We** will retain an amount of the premium in proportion to the time that cover has been in force and return the balance to the **Policyholder**. This return of premium will be calculated on a daily pro rata basis. If such claims have occurred during the period for which cover has been in force, no refund of premium will be made.

The **Policyholder** must contact **Us** via:

Bishop Skinner
Marine, Grove House,
Newland Street,
Witham, Essex, CM8
2UP

Tel: 0204 579 2080

insurance@bishopskinner.com

We have the right to cancel this **Policy** at any time, where there is a valid reason for doing so, by giving the **Policyholder** fourteen days' notice in writing. **We** will send **Our** cancellation letter to the latest address **We** have for the **Policyholder** and will set out the reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

1. where **You** or the **Policyholder** are required, in accordance with the terms of this **Policy**, to co-operate with **Us** and **You** or the **Policyholder** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** will issue a cancellation letter. **Your Policy** will be cancelled if the requested co-operation is not given by the end of the cancellation notice period;
2. where there is a failure by **You** to maintain **Your Sailboard** or **Paddleboard** in a seaworthy condition;
3. where **You** have deliberately or recklessly misrepresented any information **You** have supplied or withheld any information which **We** have asked for;
4. where **We** reasonably suspect or have evidence of criminal or fraudulent activity; or
5. use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

No refund will be made on **Your** cancellation of the cover.

Cover for **You** will end:

1. When **Your** RYA membership ceases; or
2. At the same time as the cancellation of the **Policy**; or
3. On the renewal date if the **Policy** is not renewed by the **Policyholder**; or
4. If **You** deselect the cover by amending **Your** RYA interests to remove windsurfing or stand-up paddle boarding or both.

No refund of windsurfing membership subscription will be made on cancellation.

General conditions

You must maintain in a seaworthy state any **Sailboard** or **Paddleboard** that **You** own.

In the event of an accident or occurrence which may rise to a claim under this **Policy**, **You**:-

- a. must not make any admission of liability or offer of payment;
- b. must immediately inform Bishop Skinner Marine via email, telephone or in writing of any claim made against **You** and send any letter or legal process received in connection with such a claim;
- c. must provide **Us** with full details of the circumstances, together with names and addresses of all other persons involved and of any witnesses.
- d. must not incur any legal expenses without **Our** consent.

We shall be entitled to take over the defence of any action in **Your** name.

If any other insurance policy indemnifies **You** against a liability for which this **Policy** provides cover or would do so if this **Policy** were not in force then this **Policy** will only indemnify **You** for the difference between the maximum indemnity under this **Policy** exceeds the maximum indemnity provided under that other insurance policy.

This **Policy** will be governed by and constructed in accordance with English Law and the English Courts alone will have jurisdiction in any dispute arising under it.

Claims

If **You** need to make a claim or are involved in an incident / accident that could result in a claim being made against **You** **You** MUST contact Bishop Skinner Marine as soon as possible after the accident or occurrence.

You must also send to Bishop Skinner Marine as soon as possible all letters, summonses or writs relating to any accident.

Bishop Skinner
Marine, Grove House,
Newland Street,
Witham, Essex, CM8
2UP

Tel: 0204 579 2080
boat.claims@bishopskinner.com

If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with Navigators & General.

Our service commitment to you

If **You** have any questions or concerns about **Your Policy** or **Your** claim, please contact **Bishop Skinner Marine** using the same contact details in "Claims" above.

Please have the master **Policy** reference or claim reference number to hand when telephoning and please ensure that

Making a complaint

Bishop Skinner Marine and Your Insurers aim is to provide **You** with a high quality service at all times, although they do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the two steps below, along with the relevant contact details for each step.

Step 1: In the first instance please direct **Your** complaint to:

Bishop Skinner
Marine Grove House
Newland
Street Witham
Essex
CM8 2UP
Tel: 0204 579 2080

Email: insurance@bishopskinner.com

Step 2: Should You remain dissatisfied with the outcome of Your complaint from Bishop Skinner Marine, You may have the right to refer Your complaint to the Financial Ombudsman Service. Contact information is shown below:

Financial Ombudsman Service	Telephone: 0800 0234 567
Exchange Tower	(normally free from a fixed line, but charges may apply from mobiles.)
London	Telephone: 0300 1239 123
E14 9SR	(normally charged at the same rate as 01/02 on mobile phone Tariffs .)
	Email: complaint.info@financial-ombudsman.org.uk

Please note that if **You** wish to refer **Your** complaint this must be done within 6 months of our Final Response letter, or **You** may lose that right. Details of this right and an explanatory leaflet will be provided

If the Financial Ombudsman Service is unable to consider **Your** complaint, **You** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.



Signed on behalf of Bishop Skinner Marine: **Paul Emery,**
Managing Director, Marsh Private Clients

Bishop Skinner Marine, Grove House, Newland Street, Witham, Essex, CM8 2UP
Tel: 0204 579 2080, insurance@bishopskinner.com

This policy is administered by Bishop Skinner Marine on behalf of Navigators and General, a trading name of Zurich Insurance Company Ltd
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