

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 & General, a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC.

Policyholder	Royal Yachting Association
Master Policy Reference	M26D2750A000/1
Underwritten by	Navigators & General, a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC
Cover	Third Party Liability Only
Period of Insurance	1 October 2026 to 30 September 2027
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 is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Registered Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD. Registered in England and Wales. Company Number: 4070987.

Navigators & General administer your Policy on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655)

Correspondence Address: Bishop Skinner Marine, Grove House, Witham, CM8 2UP. Website: www.bishopskinner.com
Email: insurance@bishopskinner.com Tel: 02045792080

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators and General a trading name of Geo Underwriting Services Limited will process **Your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on **You** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). You are also entitled to request that **Your** personal data be corrected in order that Geo hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in our Privacy Policy.

If **You** wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **Your** personal data, Geo will ask **You** to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months). Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **You** would like to exercise **Your** data protection rights or have any questions, please email advisorydataprotection@ardonagh.com

or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P
The Octagon
Colchester
CO1 1TG

You can also complain to the ICO if **you** are unhappy with how **We** have used **your** data.

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

Or

Visit : ico.org.uk

To review the data policy of HCC International Insurance Company plc go to www.tmhcc.com/en/legal/privacy-policy or email

DPO@tmhcc.com

Fair Processing Notice

The privacy and security of **your** information is important to us. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information **you** provide us and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact **us** for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise **us** of as much detail as possible to comply with **your** request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to assess and provide the products or services that **you** have requested communicate with **you** develop new products and services undertake statistical analysis. **We** may also take the opportunity to contact **you** about products that are closely related to those **you** already hold with **us** provide additional assistance or tips about these products or services notify **you** of important functionality changes to our websites

only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update **you** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **you** provide to **us**, including information provided via forms **you** may complete on our websites, and information which **we** may collect from **your** browsing (such as clicks and page views on our websites).

Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor **Insurers** Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example **insurers** or loss adjusters) deliver some of our products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the **United Kingdom**("UK"). It may also be processed by staff operating outside of the UK who work for **us** or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If **we** provide information to a **Third party** **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **your** information with anyone **you** have authorised to deal with **us** on **your** behalf.

How long do we keep your information for?

We will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **we** provide. In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **you** or a **Third party** at a future date, even after **your** contract with **us** has ended.

Your rights

There are a number of rights that **you** have under data protection law. Commonly exercised rights are:

Access – **You** may reasonably request a copy of the information **we** hold about **you**.

Erasure – Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to have **your** data deleted (sometimes known as the right to be forgotten) **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

We may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **you** are unhappy with it

Marketing – If **you** wish to inform **us** of changes in consent for marketing please contact **us** at the address and telephone number indicated in any recent correspondence or emails **you** received from **us**.

If **you** are unhappy about the way **we** have handled **your** data or upheld **your** rights, **you** can complain to the Information Commissioner's Office (ICO) at any time. Further details of **your** rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters>

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 & General, a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC.

"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 of this **Policy**, **We** will cover **You** for all amounts **You** are legally required to pay as a result of owning **Your Sailboard** or **Paddleboard**, and when borrowing one. Cover will not apply when hiring a **Sailboard** or **Paddleboard**. Cover applies to incidents that occur during the **Period of Insurance** and while the equipment is in **Normal Use**, and includes claims:

- a) for accidental death or accidental injury to any person;
- b) for accidental damage to property caused by or resulting from the **normal use** of a **Sailboard** or **Paddleboard**;
- c) for costs associated with defending any claims, including all expenses related to 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; 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

We shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit 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, **United Kingdom** or United States of America.

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** at any time 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. If it is within 14 days from the date that it is purchased **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 incident that could lead to a claim under this **Policy**, **You** must:

- a. Not admit liability or make any offer of payment.
- b. Immediately notify Bishop Skinner Marine by email, phone, or in writing about any claim made against **You**, and send any letters or legal documents related to the claim.
- c. Provide **Us** with full details of what happened, including the names and addresses of all involved parties and any witnesses.
- d. Not incur any legal expenses without **Our** prior consent.

We reserve the right to take over the defence of any legal 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
Exchange Tower
London
E14 9SR

Telephone: 0800 0234 567
(normally free from a fixed line, but charges may apply from mobiles.)
Telephone: 0300 1239 123
(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:

Hannah Muir

Head of Bishop Skinner Marine

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. Navigators and General are a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCIP'), trading as Tokio Marine HCC. Bishop Skinner Marine is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511). Copyright © 2023 Marsh Ltd. Registered in England and Wales Number: 1507274, Registered office: 1 Tower Place West, Tower Place, London EC3R 5BU. All rights reserved.