

DIVE MASTER INSURANCE CONSULTANTS LIMITED EQUIPMENT AND CAMERA INSURANCE

Demands and Needs

You require insurance to cover loss, damage, theft, emergency jettison, accidental and unexplained flooding to your diving and to your camera equipment if declared and this policy fulfils your needs.

This is a brief summary of the Policy terms and conditions although the full cover is subject to the terms of the Policy, a specimen of which is available on request to the address shown below and is subject to any other additional cover that may have been agreed.

The Policy is arranged through Dive Master Insurance Consultants Limited whose address is
17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA

Telephone: +44(0)1702 476902 Facsimile: +44(0)1702 471892 Email address: sales@dive-master.net

Dive Master Insurance Consultants Limited is supervised by the United Kingdom Financial Services Authority, firm member number 306316.

Lloyd's (Syndicate HMA 1200) whose address is Lloyd's, 1 Lime Street, London EC3M 7HA provide the insurance.

Any correspondence about this Policy should in the first instance be directed to your insurance agent except in respect of the complaints procedure when you should correspond directly with Dive Master Insurance Consultants but you are free to consult with your agent.

Law	The law applicable to this contract is subject to agreement and unless otherwise agreed the law applying to the contract is as follows:
	<ul style="list-style-type: none"> If you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named policyholder normally resides; or
	<ul style="list-style-type: none"> If you are applying for insurance protection in your capacity as a sole trader or as a company, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or
	<ul style="list-style-type: none"> if the above does not apply, the law of England and Wales.
Premium	You are responsible to Dive Master Insurance Consultants Limited for the amount of premium charged for your insurance, including all fees, taxes, charges and expenses as shown on the attached quotation letter / renewal invitation. The Insurance Premium (Taxable Insurance Contracts) Order 1994 (SI 1995/1698), Schedule 7A of the Finance Act 1995 makes underwriters responsible for insurance premium tax which shall be collected at the current rate on premium paid by you. This liability will be calculated and you agree to pay all amounts due to the Insurers.
Tax	Based on Insurers' understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your financial advisor for advice.
Language	The Policy terms and conditions are only supplied in the English language and the insurers will only communicate with you, unless they agree otherwise, in the English language.
Jurisdiction	Under Community Regulations, you may at your option bring proceedings in England or where you are domiciled and, if the Court procedure allows, in respect of liability where the harmful event occurs.
Policy Period	We cover you for the period shown on your validation card.
Coverage	<p>The UNDERWRITERS will INDEMNIFY THE INSURED against theft of and ACCIDENTAL LOSS and damage to diving equipment (not excluded see Exclusions Section) being the property of THE INSURED as stated on the Schedule and unspecified items up to the sum insured value that is stated on the SCHEDULE.</p> <p>The insured equipment as specified on your policy SCHEDULE is covered in A PLACE OF STORAGE, during SUB AQUA ACTIVITIES and in TRANSIT to and from WHILST WITH THE INSURED.</p> <p>There is no cover for any item with a value in excess of £100 unless it is declared on the SCHEDULE. If during the term of the Policy THE INSURED purchases any new items or replaces any declared items with another, then notice must be give to Insurers in writing of the addition/alteration to be made to the SCHEDULE before cover extends to the additional/replacement item(s).</p> <p>Subject to the correct premium having been paid and not to exceed the total sum insured, claim settlement shall be based on replacement value. In the event of any under insurance the principle of AVERAGE shall be applied.</p> <p>THE UNDERWRITERS hold the right to replace, reinstate or repair lost, damaged or stolen items at their option. Reinstatement/repair of equipment as nearly as reasonably practicable to be deemed sufficient, notwithstanding that the former appearance and condition of the property may not be precisely restored.</p> <p>THE UNDERWRITERS hold the right to decide when equipment is to be considered a "write off". All equipment written off becomes the sole property of THE UNDERWRITERS for their disposal in any manner they see fit.</p> <p>This insurance covers the deliberate jettisoning of the equipment insured during SUB AQUA ACTIVITIES should an emergency demand such action.</p> <p>THE INSURED consents to giving all reasonable assistance to THE UNDERWRITERS by producing originals of qualification records, medical certificates and/or reports, personal log books, Dive Log Sheets, Dive Marshals and Dive Officers names and addresses upon request by THE UNDERWRITERS.</p> <p>This insurance does not cover any loss or damage which at the time of the happening of such loss or damage is or would but for the existence of this insurance be insured under any other insurance.</p> <p>It is incumbent upon THE INSURED to assist THE UNDERWRITERS to recover against any other valid insurance policy or source which could be called into contribution.</p>
Camera Clause	Upon the payment of an additional premium being paid the list of underwater photographic equipment declared on the SCHEDULE shall be covered by the full benefit of this insurance and is extended to include damage as a result of unexplained flooding. "First Aid" to the damaged unit must be carried out in accordance with the manufacturer's recommendation, and the damaged items must be submitted to a recognised service agent of the manufacturer for repair as soon as practically possible.
Exclusions	This section explains what this insurance does not cover. Excluding

	<ul style="list-style-type: none"> • Theft unless under any of these conditions: a) there is physical evidence of a forcible and violent entry into or exit from a PLACE OF STORAGE. b) from a locked and secure vehicle whilst stored as defined in DEFINITIONS 9. or in TRANSIT with THE INSURED. c) whilst in the care and custody of an airline or carrier at an airport of departure or arrival WHILST WITH THE INSURED. • Any claim that is not notified to us by way of a completed claim form within 31 days from the date of the claim arising. • Wear, tear the effects of salt water and other gradually operating causes. • Latent defect, inherent fault, faulty workmanship or materials. • Any process of servicing, repairing or cleaning, or as the result of unauthorised interference or adjustment of any part of the property. • Electrical or mechanical breakdown or derangement • Requisition, confiscation or similar action by order of any Government, Customs or like authorities. • Riot or civil commotion outside of the United Kingdom. • Claims on diving cylinders without current test certificates (certificates to be produced upon request). • Personal effects • Claims in respect of any loss or damage caused by or arising from ionising-radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waster from the combustion of nuclear fuel or from the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof. • Loss or damage caused by wilful misconduct or lack of due diligence by the insured. • Legal liability • Claims arising as a result of solo diving, unless in accordance with the recommendations of your certifying association. • Photographic and video equipment unless stated on the SCHEDULE. • Watches and laptop personal computers in excess of £600.
<p>What to do in the event of a claim</p>	<ul style="list-style-type: none"> • Obtain a claim form direct from Dive Master Insurance Consultants Limited. • Complete and forward the claim form to us within 31 days of the incident occurring. • In the event of damage, take your equipment to your local dive shop for an inspection and obtain a written estimate of repair. In the event of damage to your underwater camera equipment we may request that you send the items to our delegated service agent. • In the event of a theft or ACCIDENTAL LOSS please obtain written confirmation that you reported the loss to any of the following; dive boat skipper, dive leader, airline, baggage handling agent, holiday representative or the local Police. If the theft or ACCIDENTAL LOSS occurs when in the custody and control of an airline, a property irregularity report must be obtained from the airline or their baggage handling agent. • If you are claiming for the hire of equipment then you will need to provide written confirmation of the cost and length of time that you hired the equipment.
<p>Cancellation</p>	<p>Insurers give you a cooling off period of 14 days from the time you receive the policy. If the policy and schedule do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the policy within this period and insurers will return part of the premium retaining a proportion part of the premium for that period for which insurers have been on risk provided no claims have been made.</p> <p>Otherwise only insurance over 31 days in length can be cancelled and then by either party giving to the other seven days' written notice prior to the start date.</p> <p>Return of premium will be calculated at pro rata but subject to a maximum return of premium of 50%.</p>
<p>Complaints</p>	<p>The policy represents insurers' philosophy of fairness and integrity with their customer and they will provide you with a high level of service at all times.</p> <p>If at any time you are not satisfied with the service or any other aspect of your insurance you should contact Dive Master Insurance Consultants Limited by telephone to see if they can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaints in writing marking the letter <i>"For the attention of the Managing Director"</i>.</p> <p>Dive Master Insurance Consultants Limited will aim to resolve your complaint within five working days but if they are unable to do so they will acknowledge receipt of your complaint within that period.</p> <p>If the complaint still cannot be resolved amicably you have the right to refer your complaint to Lloyd's, 1 Lime Street, London. EC3M 7HA and if they are not able to resolve your complaint and if you are a private policy holder or a business with a turnover of less than £1m or a charity with an annual income of less than £1m or a trustee of a trust with a net asset value of £1m and are resident in England, Scotland, Wales, Northern Ireland, you may approach the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 0845 080 1800, facsimile 0207 964 1001, email complaint.info@financial-ombudsman.org. who will advise whether he is able to deal with your complaint.</p> <p>Under the terms of the Financial Ombudsman Service Scheme insurers must:</p> <ol style="list-style-type: none"> 1. reply to you within four weeks; and 2. resolve your complaint within eight weeks. <p>This is in addition to any other action you may subsequently wish to take including legal action.</p> <p>An application to the Financial Ombudsman Service must be made within six months of being notified of a final decision about your complaint.</p>
<p>Compensation</p>	<p>You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this policy. The levels of compensation available under the Scheme are for insurance:</p> <p>100% of the first £2,000 and 90% of the remainder.</p> <p>Further information can be obtained from the Financial Services Compensation Scheme:</p> <p>Website http://www.fscs.org.uk</p> <p>In addition the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>