

Demands and Needs You require insurance to cover indemnity for all sums that you shall become legally liable to pay to Third Parties as a result of accidental Bodily Injury or Damage to Property occurring whilst engaged or instructing in recreational snorkel or sport diving 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 online or upon request to the address shown below and is subject to any other additional cover that may have been agreed. You are reminded that under the Data Protection Act we are not able to discuss or deal with your insurance affairs with a third party, whether or not related to you, without first receiving your written consent. Should you believe that it may be necessary to deal with your insurance affairs through a third party you are requested to obtain from us an appropriate authorisation form to be completed which will allow us to deal with your nominated representative.

The Policy is arranged by Dive Master Insurance Consultants Limited whose address is: 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA
Telephone: +44 (0) 1702 476902 **Fax:** +44 (0) 1702 471892 **Email:** sales@divemasterinsurance.com

Dive Master Insurance Consultants Limited is authorised and regulated by the United Kingdom Financial Services Authority, firm reference number 306316. Lloyd's (QBE Syndicate 1886 & 386) whose address is 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.

Features of Cover We cover indemnity against all sums that you shall become legally liable to pay to Third Parties in excess of the first £500 of each and every claim as a result of accidental Bodily Injury or Damage to Property occurring whilst engaged or instructing in recreational snorkel or sport diving. The period of cover is for one year as specified in the schedule within the certificate.

Benefits of Cover The limit of liability under this policy is **£3,000,000** or **£5,000,000** as specified in the schedule within the certificate for any one occurrence with coverage for unlimited legal representation costs and expenses in addition.

Excess £500.00 any one claim

Claims Jurisdiction Worldwide but excluding North America.

Territorial Limits Worldwide but excluding North America.

Significant or Unusual Provisions and Exclusions that apply to this insurance This policy is always subject to certain Provisions and Exclusions. This policy excludes and does not cover any claim arising or resulting from the following: Advice, design or plans provided for a fee • AIDS and illness • Ownership or use of Aircraft and watercraft • Asbestos • Assault and battery and abuse • Ownership or use of mechanically propelled vehicles other than diver propulsion vehicles • Claims brought in North America or that falls under the jurisdiction of North America • Commercial Diving • Construction, repair or installation work on vessels • Employee accidents • Employment disputes • Fungus, mould, spores • Legionella • Libel and slander • Use of heat • Use of spearguns when used in conjunction with an aqualung • Solo diving unless in accordance with the recommendations of the insured's certifying association • Products or goods sold • War or terrorism. This is not an exhaustive list of Exclusions and Provisions that apply to this policy and it is advisable that you consult the **PRO DIVER LIABILITY INSURANCE POLICY WORDING** for details of all Exclusions and Provisions that will apply to this policy.

How to make a claim You should give notice in writing to the insurer as soon as practical but in any event within thirty (30) days from receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged bodily injury or within thirty (30) days on the actual knowledge of any death or bodily injury to any person.

Please contact Dive Master Insurance, 17-23 Rectory Grove, Leigh-on-Sea, Essex SS9 2HA

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Your right to Cancel Insurers give you a Cooling Off period of 14 days from the day of purchase of the insurance, or the day on which policy documentation was received, whichever is the later. If the policy and schedule does not provide you with the protection that you want and you do not want to continue with the insurance you may cancel the policy within this period and obtain a full refund, provided that the period of insurance has not commenced and the policy will be deemed as cancelled from inception. If this right is not exercised the insurance will continue for the full term but the insurer may cancel this insurance in accordance with the cancellation provisions above and at clause 4.3. There will be no return of premium for cancellations made after the Cooling Off Period has ended.

Complaints

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 complaint in writing marking the letter **"For the attention of the Managing Director"**. 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. If the complaint still cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department of Lloyd's, and if they are unable to resolve your complaint you may approach the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800 **Fax:** 0207 964 1001 **Email:** complaint.info@financial-ombudsman.org.uk who will advise whether they are able to deal with your complaint. Under the terms of the Financial Ombudsman Service Scheme insurers must:

1. reply to you within four weeks; 2. resolve your complaint within eight weeks.

This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of a final decision about your complaint.

Compensation

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:

100% of the first £2,000 and 90% of the remainder.

Further information can be obtained from the Financial Services Compensation Scheme:

Website: www.fscs.org.uk . In addition the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.