



General Terms and Conditions Dive Master Insurance Consultants Limited



Dive Master Insurance Consultants Ltd

Have been developing and providing general insurance products for recreational divers and the associated dive trades since 1987.

Our Status and Underwriting Security

We are an Approved Cover Holder at Lloyd's authorised to bind insurance to certain Lloyd's syndicates on their behalf. Should we act in a similar capacity for an insurer that is not within the Lloyd's market but in the UK Company markets we will state what our relationship is and who that insurer is and provide you with contact details. You can find out more about the Lloyd's insurance market at www.Lloyds.com.

Our remuneration is taken as commission from the premium you pay to us by agreement with the insurer. In certain circumstances we may charge you an administration/policy issuing fee.

Dive Master Insurance Consultants Ltd is authorised and regulated by the Financial Services Authority (FSA) reference number 306316, to conduct General Insurance business.

We undertake to comply with the FSA's rules for the sale of General Insurance. You may check our current details held by the FSA by visiting their web site and accessing the register www.fsa.gov.uk/pages/register/

We represent a limited number of Insurers and work with them to develop our own specific products. We can advise you on our products, but we do not provide market comparisons.

Disclosure

In the course of applying to us online for insurance or buying our insurance over the telephone or via email you should disclose all material facts that may affect us accepting your proposal for your risk. We may ask you questions to screen the risk you propose and to assist us in recommending one of our products.

If you are in doubt if a fact is material to us accepting your risk, you should disclose it to us and then ask for guidance. The duty of disclosure extends to all persons that you include within the proposal. If the proposal is being made on behalf of a family group or a club then the person who signs the proposal form or submits the online application must have the authority to act for all of them and have advised those being proposed for insurance of the obligations to disclose to us material facts that could affect our acceptance of the risk.

Dive Master Insurance Consultants Ltd cannot in all cases maintain a permanent record of information previously disclosed to us and it is therefore your responsibility to re-disclose a material fact to ensure that all statements at the proposal stage are correct.

Quotations

Quotations stored in your online Check Out are valid for 30 days from the date the quotation was provided. Quotations obtained from us via telephone can be confirmed in writing by email if required and are valid for 30 days. Samples of policy wordings and all other information you may need to make a decision such as Key Facts are also provided on our website or can be obtained by telephone or email request.

Your Documentation

When you commit to buy our products you will receive copies of the Policy Wordings and Key Facts. You will also receive a schedule of insurance in a certificate and in some cases a plastic Validation Card. For products purchased online a schedule of insurance in an E certificate is issued and sent automatically along with a Key Facts and a Policy Wording document to your email address. Where plastic Validation Cards are issued these are sent to you by mail.

Copies of your online purchased insurances are kept in your personal account area and you can review these and download them at any time.

Responsibility for Checking You are on Cover

It is your responsibility to ensure that you have received your insurance documentation.

You must contact Dive Master Insurance Consultants Limited if your E certificate is not delivered to your email address or if the schedule of insurance is issued incorrectly as this may affect the cover within the policy.

No cover should be assumed by you until you receive confirmation from us that your proposal has been accepted and your payment transacted.

Renewals

Renewals are invited on the basis that there have been no changes in the risk other than those declared and agreed by us (see Disclosure section) and will be invited for renewal a minimum of 15 days prior to the renewal date. We reserve the right not to invite renewal.

Payment of the Premium

Dive Master Insurance Consultants Limited must receive a satisfactorily completed proposal form and payment of the premium including applicable taxes and charges in full before we issue you with your insurance documents.

Payment for personal lines insurance is taken online via your credit or debit card using a secure online payment system. Should you want to pay via any other method please contact us for advice on alternative methods of payment.

Completed Credit Agreement forms must be received by us and prior approval from the funder (Close Premium Finance) given in order for us to issue funded premium products. Where premium finance has been arranged payments must continue in accordance with the premium finance agreement to maintain coverage.

Dive Master Insurance Consultants Limited may place a risk on cover and issue the client with a temporary cover note pending the completion of a proposal or a renewal request. If the policy is not taken up after a period of being held on cover, a charge for the period of cover may be applied.

Dive Master Insurance Consultants Limited has the right to cancel policies or let lapse policies where payment is not received or defaulted upon.

Mid Term Adjustments to your Cover

Amendments you make to any policy after inception can normally be arranged upon receipt by us of the full details of the changes and the return of the Certificate of Insurance (if applicable). These are subject to acceptance by Insurers and payment of any additional premium due. Where additional administration is required from us in providing this service we reserve the right to add an administration charge. These charges range from £5.00 for minor issues up to a maximum administration charge of £50.00, please see the Policy Issuing Fee and Administration Charges sections below. However we may waive these charges at our discretion if the circumstances requiring the changes were outside of your control.

Your Right to Cancel a Policy and Refunds

You may cancel any insurance provided by us by returning the policy and/or the current certificate of Insurance/validation card to us along with your written instructions that you wish to cancel it.

There is no refund of premium due to cancelling the cover on any Travel Insurance we provide unless it is cancelled within 14 days of purchase, subject to there being no claims attaching or intended and that you have not already travelled using the policy.

A maximum of 50% of the IDEC personal accident and Equipment insurance premium maybe be refunded (unless cancelled within 14 days of inception in which case a full refund is issued) provided that no claims attach or are intended.

For our liability policies Pro Diver, Sport Diver and Trade INDIGO all these may be cancelled within 14 days of purchase with a full refund subject to there being no claims attaching and there are no incidents that are likely to result in a claim. A pro rata refund of premium for the time on risk for cancellations after 14 days is available but subject to no claims attaching and no incidents likely to result in a claim. A pro rata refund will be calculated by Dive Master Insurance Ltd minus any applicable administration charge.

If a claim is subsequently made for the period between inception and cancellation, but after the policy has been cancelled and refund given, then the refunded premium must be returned to Dive Master Insurance Consultants Ltd in payment of the full premium before any action on the Insured's behalf will be taken or any claim settled.

Claims

All claims must be notified to us without delay, and a claim form completed. All correspondence concerning the claim, such as invoices, bills, writs, summonses and demands etc. should be forwarded immediately, unanswered, to Dive Master Insurance Consultants Ltd.

It is your duty to keep all losses and associated costs arising from a claim to a minimum and to act as if you are a prudent uninsured, failure to do so may affect your ability to recover the claim under the policy. But you must not admit any fault or liability without our consent.

It is our duty to deal with your claim professionally, speedily and efficiently. We seek to respond to claims as soon as possible and our aims are to resolve them with you within two weeks of you making the claim, subject always to all necessary information we request from you being provided to us in a timely fashion.

Conflicts of Interest

Situations could arise where there is a conflict of interest in our dealings with you. In this situation we will inform you in writing of what the conflict is and deal with it in an appropriate way.

Policy Issuing Fee

For offline sales made over the telephone, by email or by fax we charge a policy issuing fee of £5 for short trip policies and £10 for annual policies.

Administration Charges

We may apply these charges where you lose or mislay your documents and you require replacements issued by us, or there is significant additional administration required of us in changes that you make to your insurances with us.

The minimum charge is £5.00 but depending on circumstances we can apply up to a maximum of £50.00 for additional administration caused. We will always advise you when these charges apply and seek your agreement to them before you commit to chargeable situations.

We may waive these charges if the additional administration caused was beyond your control.

If you do not receive your documents as a result of our actions we will provide replacements free of charge.

Documentation

Your insurance documents and any validation card or other supporting material issued by us are important documents. You should read them carefully and make sure they meet your needs. Always keep documents/certificates & policies in a safe place. When buying online products from us your E certificates and policy wordings and Key Facts are kept in your Online Account. You can access this area and download copies at any time and for free.

Data Protection and Our Use of Your Data

We will comply with the requirement to keep data we hold about you secure in accordance with the Data Protection Act 1998. In the course of processing your insurance and/or dealing with your claims and enquiries we may need to pass on your personal data for our legitimate interests. We may also have to pass on any sensitive personal data you have disclosed to us such as (but not limited to) your medical history, medical condition or criminal record. Where this is necessary we will do so in accordance with our obligations under the Data Protection Act.

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 they are 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.

Language and Communication

Unless otherwise agreed we will deal with you in English.

Jurisdiction for Legal Disputes

Disputes will be subject to English Courts and legal jurisdiction.

Complaints Procedure

We strive to provide the best possible service and standards, however any complaint you have should be addressed in the first instance to Dive Master Insurance Consultants Ltd. If the complaint concerns a claim, please, in the first instance, write to the Claims Manager, Dive Master Insurance Consultants Ltd. If the response from us is unsatisfactory or we fail to resolve it the complaint can then be referred to the Complaints Department at Lloyd's and ultimately if necessary to the Insurance Ombudsman.

Our Claims administrators will provide the full addresses of these organisations and the referral of a complaint to any of them does not affect the insured person's rights in law.