

# DIVE MASTER EQUIPMENT INSURANCE FULL POLICY WORDING

## DEFINITIONS

This section explains the phraseology we have used to construct this policy wording. Where we have used these phrases they are printed in **BLOCK CAPITALS**. In any dispute these Definitions will be considered paramount. In this instance:

1. **"THE UNDERWRITERS"** means certain underwriters at Lloyd's.
2. **"THE INSURED"** means the Individual, Group, Club, Company, School or Association specified on the validation card.
3. **"SUB AQUA ACTIVITIES"** means when **THE INSURED** is wholly or partially immersed in water for the purposes of **SPORTS DIVING**.
4. **"SPORTS DIVING"** means recreational diving or instruction in recreational diving using standard manufacturers diving equipment.
5. **"ACCIDENTAL LOSS"** means loss as a result of a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
6. **"TRANSIT"** means the carriage of the insured property from its **PLACE OF STORAGE** with **THE INSURED** in attendance during the carriage until the **TRANSIT** ends at the dive site or when the equipment is removed from the carrying vehicle and put into a **PLACE OF STORAGE**.
7. **"WHILST WITH THE INSURED"** means that **THE INSURED** travels to the same destination at the same time as the insured equipment unless in the case of air carriage the equipment travels on another aircraft which is outside of the control of the Insured.
8. **"PLACE OF STORAGE"** means the insured equipment is kept in a locked and secure building, or a boat cabin or boat locker on vessels in excess of 9 metres in length within an enclosed wheelhouse or other means of lockable storage onboard.
9. **"OVERNIGHT STORAGE IN A VEHICLE"** means that provided there is no alternative **PLACE OF STORAGE** at the end of a **TRANSIT** then this cover will extend to storing the insured equipment in a locked and secure motor car boot or commercial van. The items being kept out of view whilst so stored.
10. **"AUTHORITATIVE DIVING BODIES"** means recognised National and/or International controlling Organisations, or Organisations who provide guidelines and recommendations to their membership for safe diving practice.
11. **"AVERAGE"** means at the time of any loss, damage or theft if the sum insured on any item of property is less than the current replacement value of such property **THE INSURED** shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.
12. **"INDEMNIFY"** means that **THE UNDERWRITERS** hold the right to replace, reinstate, repair or offer a cash settlement for lost, damaged or stolen items of equipment.
13. **"SCHEDULE"** refers to the list of items of equipment that you have provided to us.

## CONDITIONS

This section explains what is covered and how the cover operates

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**.

1. **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**.
2. 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 of equipment or replaces any declared items with another, then notice must be given to Insurers in writing of the addition/alteration to be made to the **SCHEDULE** before cover extends to the additional/replacement item(s). Subject to the correct premium having been paid and not to exceed the total sum insured, the claim settlement shall be based on replacement value. In the event of any under insurance the principle of **AVERAGE** shall be applied.
3. **THE UNDERWRITERS** hold the right to replace, reinstate or repair lost, damaged or stolen items of equipment 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.
4. **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.
5. This insurance covers the deliberate jettisoning of the equipment insured during **SUB AQUA ACTIVITIES** should an emergency demand such action.
6. **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**.
7. 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.
8. 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.
9. This policy may be cancelled by either party giving seven days notice in writing. Provided that there have been no claims made under the policy, return of premium shall be calculated at pro-rata but subject to a maximum return of premium of 50%. In addition if this policy does not meet the requirements of **THE INSURED**, then **THE INSURED** has a 14 day cooling off period after receiving the policy documents in which to cancel this policy and obtain a full refund.

## CAMERA CLAUSE

It is hereby noted and agreed that in consideration of the additional premium paid the list of underwater photographic equipment declared on the **SCHEDULE** is covered by the full benefit of this policy and is extended to include damage as a result of unexplained flooding. "First Aid" to the damaged equipment must be carried out in accordance with the manufacturers recommendation, and the damaged items must be submitted to a recognised service agent of the manufacturer for repair as soon as practically possible.

## HIRE EQUIPMENT ENDORSEMENT

This policy provides cover for up to £300 in total for the cost of hiring diving and/or underwater camera equipment, if as the result of a covered loss under this Insurance you are required to hire replacement equipment in order to attend a dive training course or dive holiday that was pre booked and pre paid prior to the loss occurring.

## EXCESSES & DEDUCTIBLES

You are responsible for the first part of each and every claim (the Excess).

**THE INSURED** shall pay the first amount of each and every claim in the sum as stated on the e-certificate after any condition of **AVERAGE** has been applied.

## EXCLUSIONS

This section explains what this policy does not cover. EXCLUDING:

1. 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**.
2. Any claim that is not notified to us by way of a completed claim form within 31 days from the date of the claim occurring.
3. Wear, tear, the effects of salt water and other gradually operating causes.
4. Latent defect, inherent fault, faulty workmanship or materials.
5. Any process of servicing, repairing or cleaning, or as the result of unauthorised interference or adjustment of any part of the property.
6. Electrical or mechanical breakdown or derangement.
7. Requisition, confiscation or similar action by order of any Government, Customs or like authorities.
8. Riot or civil commotion outside of the United Kingdom.
9. Claims on diving cylinders without current test certificates (certificates to be produced upon request).
10. Personal effects.
11. 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 waste from the combustion of nuclear fuel or from the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
12. Loss or damage caused by wilful misconduct or lack of due diligence by the insured.
13. Legal liability.
14. Claims arising as a result of solo diving, unless in accordance with the recommendations of your certifying association.
15. Photographic and video equipment unless stated on the **SCHEDULE**.
16. Watches and laptop personal computers with a value in excess of £600.

## WARRANTIES

This section explains that you must comply with these requirements (Warranties) to make the conditions operate. Please note that any breach of these warranties may invalidate your policy. It is warranted that:

1. The Equipment must be maintained in a serviceable condition to accepted diving standards.
2. **SUB AQUA ACTIVITIES** are carried out in accordance with the guidelines and recommendations for safe diving practices as laid down by the **AUTHORITATIVE DIVING BODIES**.
3. Ancillary items of equipment i.e. torches, knives, computers and cameras etc. are attached to the diver by way of wrist strap, lanyard, leash or other proprietary attachment during **SUB AQUA ACTIVITIES**.
4. **"OVERNIGHT STORAGE IN A VEHICLE"** is subject to the circumstances as defined in **DEFINITIONS 9**. At all other times it is warranted that all diving equipment must be removed from the carrying vehicle at the end of each **TRANSIT** and put into a **PLACE OF STORAGE**.

## TERRITORIAL LIMITS

Worldwide cover for the term of the policy

## WHAT TO DO IN THE EVENT OF A CLAIM

This section explains what you must do in the event of a claim. Failure to comply with these requirements may invalidate your claim.

1. Obtain a claim form by contacting Dive Master Insurance Consultants Ltd, or complete the online claim form at [www.dive-master.net](http://www.dive-master.net).
2. Complete and forward the claim form to us within 31 days of the incident occurring.
3. 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.
4. 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.
5. 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.

## COMPLAINTS PROCEDURE

The Parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary by Underwriters, this Insurance shall be subject to English Law.

Any complaint you may have regarding this insurance may be addressed to the office of:

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

If you are not satisfied with the manner in which your claim has been dealt with, you may contact **Lloyd's, 1 Lime Street, London EC3M 7HA**. For UK residents if the matter is still not resolved to your satisfaction, then you have the right to refer the matter to the:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR