



POLICY WORDING FOR

Pro-Diver General Liability Insurance

Lloyd's insurance effected through Dive Master Insurance Consultants Limited

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is W090041) to Dive Master Insurance Consultants Ltd by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified on the validation card, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof the validation card evidencing this insurance has been issued by Dive Master Insurance Consultants Limited.

IMPORTANT NOTE

This Policy wording will apply to Dive Instructors, Assistant Dive Instructors, Divemasters, and Dive Guides and should always be read in conjunction with the details specified on the back of the validation card.

This Policy is not available to individuals, Dive Instructors, Assistant Dive Instructors, Divemasters, and Dive Guides resident in the USA or Canada, their possessions and territories and will not provide Indemnity to any Principal based in the USA or Canada, their possessions or territories.

Definitions

For the purposes of this Policy the following definitions will apply

1. **Insured** means the Dive Instructor, Assistant Dive Instructor, Divemaster or Dive Guide named on the Validation Card.
2. **Recreational Watersports Services** means the organisation of, supervision of and or the provision of advice or instruction in recreational snorkelling, breath hold (apnea) diving, or recreational scuba diving and any first aid required as a result of such activities.
3. **Commercial Diving** means those diving practices described in the two Health and Safety Executive (HSE) Approved Code of Practice for Inshore Commercial Diving and Offshore Commercial Diving. For the purposes of this definition the Approved Codes of Practice for; Recreational Scuba Training, Underwater Scientific Diving and Underwater Film and Media Work are not considered to be Commercial Diving.
4. **Company** means Certain Underwriters at Lloyd's.
5. **Participant** means any person engaged in the Insured's activities whilst under the active supervision or instruction of the Insured during Recreational Watersports Services.
6. **Bodily Injury** means
 - a) bodily injury and includes death, illness and disease. It shall include but not by way of limitation mental injury, anguish, and shock;
 - b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct.
7. **Damage** means accidental loss of or damage to Property and includes loss of use of Property.
8. **Property** means tangible property.
9. **Territorial Limits** means Anywhere in the World excluding the United States of America and Canada their possessions and territories.
10. **Limit of Indemnity** means the liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence which shall not exceed the Limit of Indemnity stated on the Validation Card.
11. **Principal** means an individual, company, corporate body sports/leisure centre and/or other government, civic or educational authority providing services venues or clients to the Insured.
12. **Certifying Association** means an organisation affiliated to RSTC and/or CMAS or as agreed by the Company providing training packages or training procedures with safe recreational diving standards.
13. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
14. **Watercraft** means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.
15. **Employee** means
 - (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
 - (b) any labour-master and/or person supplied by such person;
 - (c) any person employed by a labour-only contractor;
 - (d) any self-employed person;
 - (e) any person who is hired to or borrowed by the Insured;
 - (f) any driver or operator of plant hired to the Insured;
 - (g) any person who is engaged under a work experience or youth training scheme while working for the Insured in connection with any Recreational Watersports Services.
16. **Medical Services** means the provision of treatment or management of illness or injury.

GENERAL LIABILITY

In consideration of the payment of the premium by the Insured stated on the Validation Card and in reliance on the particulars and statements made in the proposal the Company will to the extent and in the manner provided subject always to the terms, conditions, exclusions, warranties, definitions and endorsements contained in the Policy herein insure subject to:

Insuring Agreements

The Company will indemnify the Insured against all sums in excess of the first £500 that the Insured shall become legally liable to pay to third parties as a result of civil liability for Bodily Injury or Damage to Property occurring whilst engaged in or arising from the provision of Recreational Watersports Services up to the Limit of Indemnity during the period of insurance shown on the Validation Card and in the Territorial Limits defined in this Policy.

Costs and Expenses

The Company will reimburse the Insured for all reasonable costs and expenses, other than wages, loss of earnings or profits, incurred by the Insured involved in defending any claim made against them with its written consent. These costs and expenses are in addition to the Limit of Indemnity on the Validation Card.

Indemnity to Principal

Where any contract or agreement entered into by the Insured for the provision of Recreational Watersports Services so requires, the Company will indemnify the Principal in respect of the Insured's negligence in like manner to the Insured for the Principal's liability arising from the provision of the Recreational Watersports Services by the Insured (excluding Principals based in USA or Canada, their possessions or territories) provided that

- a) the said Principal shall observe fulfil and be the subject to the terms and conditions of this Policy in so far as they can apply;
- b) The Company's aggregate liability to all parties comprising the Insured and the said Principal shall not exceed the Limit of Indemnity shown on the Validation Card.

Use of Manufactured Equipment and Supply of Breathing Air or Gases

The Company will indemnify the Insured in respect of legal liability for Bodily Injury or Damage arising from the diving equipment provided to the Participants by the Insured whilst participating in Recreational Watersports Services provided by the Insured.

Exclusions

The Company shall not provide indemnity in respect of:

- 1. Contractual Liability**
liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement unless the sole conduct and control of claims is vested in the Company.
- 2. Fines, Liquidated Damages, Penalties**
liability for fines, liquidated damages or amounts under any penalty clause.
- 3. Employees**
liability to any Employee in respect of Bodily Injury arising out of and in the course of his employment by the Insured in connection with the provision of Recreational Watersports Services.
- 4. Custody or Control of Premises Used and Occupied**
Damage to
 - (a) Property belonging to the Insured;
 - (b) Property in the custody or under the control of the Insured or of any Employee;
 - (c) any premises used and occupied by the Insured.
- 5. Deliberate Acts**
liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
- 6. Craft, Vehicles and Watercraft**
liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any craft designed to travel in or through air or space, mechanically propelled vehicles and Watercraft.

- 7. War**
any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- 8. Radioactivity**
any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 9. Gradual Environmental Impairment**
any liability for or consequent upon
(a) Bodily Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
(b) the cost of removing nullifying or cleaning up Pollutants
(c) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants occurring within the Territorial Limits.
- 10. Commercial Diving**
liability arising from Commercial Diving.
- 11. Use of Spearguns**
liability arising out of the use of spearguns when used in conjunction with an aqualung.
- 12. Fungi, Mildew and Mould**
Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
(a) Personal Injury, Property Damage or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any Fungus/fungi and/or spore(s);
(b) Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus/fungi or Spore(s); or
(c) Any obligation to share with or repay any person, organisation or entity related in any way to items (a) and (b) above regardless of any other cause, event, material, product and or building component that contributed concurrently or in any sequence to the Personal Injury or Property Damage.
- 13. Terrorism**
Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is agreed that the Policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- For the purpose of this exclusion, act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 14. AIDS and illness**
Personal Injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or cancer in any form, howsoever these illnesses may have been acquired or may be named.
- 15. Dishonest, fraudulent, criminal acts**
Any liability directly or indirectly based upon, arising out of, attributable to or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured.
- 16. Assault and Battery and Abuse**
Any liability of any Insured directly or indirectly arising out of:
(a) Assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured;
(b) Sexual assault, molestation, abuse, sexual harassment or rape.

- 17. Use of heat**
Claims caused by or arising out of disk cutting, disk grinding, arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used
- 18. Medical Services**
Any liability arising out of the rendering or failure to render Medical Services other than the rendering first aid by the Insured as a certified first aid attendant, Diver Medic and/or Hyperbaric Technician.
- 19. Asbestos**
Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity.
- 20. Construction, repair or installation work on vessels**
Any liability arising out of the construction, repair or installation work on vessels where such work could affect the navigation of the vessel.
- 21. Goods or products sold or loaned**
Any liability arising out of any goods or products sold by the Insured or loaned to others except where loaned by the Insured to participants for the use in Recreational Watersports Services provided by the Insured.
- 22. Assistant Dive Instructor**
Assistant Dive Instructors fulfilling the role of Dive Instructor at the time of the claim occurring who have not paid the Dive Instructor Premium.
- 23. Solo Diving**
Solo Diving unless in accordance with the recommendations of the Insured's Certifying Association.
- 24. Non Specifically Stated Risks**
Any claim resulting from a risk or risks not specifically stated in the Insuring Agreements of this Policy.

Conditions

- 1. Interpretation**
The Policy and validation card shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or validation card shall bear such meaning wherever it may appear.
- 2. Observance of Terms**
The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its Terms, Exclusions and Conditions. The truth of the statements and answers in the proposal and all information given to Dive Master Insurance Consultants about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 3. Reasonable Precautions**
It is a condition precedent to liability that:
 - (a) the Insured shall comply with the rules, regulations and recommendations for safe diving practices as issued by the Insured's Certifying Association, unless in the case of un-intentional and accidental breaches of them, or in the attempt to save human life;
 - (b) all diving equipment including compressors, air cylinders or air receivers be maintained to standards recommended by the applicable Certifying Authority;
 - (c) all current test certificates or statutory inspection reports must be available for the Company to inspect.

4. Claims

In the event of a claim or possible claim under this Contract of Insurance

The Insured and/or Principal claiming to be indemnified shall:-

- (a) notify the Company as soon as possible giving full particulars of the occurrence;
- (b) notify the Company in writing immediately he/she shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy;
- (c) forward to the Company immediately on receipt every letter, claim, writ summons or process;
- (d) give all such information and assistance as the Company may require.

The Company shall be entitled

- (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Company.
- (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified under this Insurance but for the Company's benefit any claim for damages or indemnity.

5. Other Insurances

If at the time that any claim arises under this Policy there is any other current and valid insurance effected by or on behalf of the Insured covering such claim the limit of the Company's liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

6. Cancellation

The Company may cancel this Policy by giving thirty days notice by recorded delivery letter to the Insured at their last known address. The premium attaching to this Policy is fully earned and non returnable in the first year of cover. Thereafter on consecutive Validation Cards, providing 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 50%.

7. Discharge of Liability

The Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the Company shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

8. Disputes Clause

Any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the Terms, Conditions, limitations and/or Exclusions contained herein shall be decided in accordance with English Law and the Courts thereof shall have exclusive jurisdiction in any dispute to which jurisdiction the parties thereby submit.

The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

9. Complaints Clause

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint you should, in the first instance, contact the intermediary who arranged this insurance for you

Should the matter not be resolved to your satisfaction please write to:

Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA
Tel: +44 (0) 1702 476902 Fax: +44 (0) 1702 471892

If your complaint is not dealt with to your satisfaction you can contact the Complaints Department at Lloyd's. Their address is:

Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA, Tel: +44 (0)20 7327 5693,
Fax: +44 (0)20 7327 5225 Email: complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.