

# Dive Master Dive Team

# Liability Insurance

# Policy



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## Policy Guide

Do not wait until a claim arises before reading and understanding this **policy** – please read it now and keep it in a safe place.

In particular make sure that:

- All the details shown in the Schedule are correct. The **insured** should let their insurance broker know immediately if any changes are necessary
- You, as the **insured**, have read the conditions relation to those Sections covered including the General terms and conditions and Exclusions to insured sections A and B
- You, as the **insured**, understand the notes and how to make a complaint as stated in the Complaints section

If the **Insured** has any queries about the **policy**, does not understand any part of it or feels that it does not meet their requirements they should consult their Insurance Broker.

### Important

The **Insurers** acceptance of the risk is based upon the information the **Insured** provided and this **Policy** has been issued based on the information supplied about the **Insured** and the **Insured's** property in the Statement of Fact or Proposal Form and other material information declared by the Insured to Insurers.

In deciding to accept this **Policy** and in setting the terms and premium, we, the **Insurers** have relied on the information you, the Insured have given us.

The **Insured** must take care when answering any questions the **Insurers** ask by ensuring that all information provided is accurate and complete.

If Insurers establish that the **Insured** deliberately or recklessly provided the **Insurers** with false or misleading information the **Insurers** will treat this **Policy** as if it never existed and decline all claims.

If the **Insurers** establish that the **Insured** carelessly provided the **Insurers** with false or misleading information it could adversely affect the **Policy** and any claim. For example the **Insurers** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurers** will only do this if the **Insurers** provided the **Insured** with insurance cover which the **Insurers** would not otherwise have offered;
- amend the terms of the Insured's **Policy**. The **Insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured's** carelessness;
- charge the **Insured** more for the **Policy** or reduce the amount the **Insurers** pay on a claim in the proportion the premium the **Insured** have paid bears to the premium the **Insurers** would have charged the **Insured**; or
- Cancel the **Insured's Policy** in accordance with the **Insurer's** Cancellation rights

It is therefore very important that the **Insured** lets their insurance broker know immediately of any changes that affect the information the **Insured** has declared to the **Insurer**. For example in respect of legal liability exposures any material alterations such as changes in the **Business** that affects the information disclosed to **Insurers**.

In the event of a general enquiry or query relating to the **Policy** the **Insured** should in the first instance contact their Insurance Broker or intermediary who arranged this insurance or contact Divemaster at the address below:

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  
Email: [sales@divemasterinsurance.com](mailto:sales@divemasterinsurance.com)

In the event of a claim or any circumstance that is likely to result in a claim the **Insured** must immediately notify the following:

DWF (TG) Ltd  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

**Claims Telephone: +44 (0) 117 428 9556**

Email: [Ascot@dwfclaims.com](mailto:Ascot@dwfclaims.com)

# 1 Our agreement in general

## 1.1 Parties to this agreement

This Dive Master Insurance Policy is between the **insured** and the **insurer** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

### 1.1.1 This **policy** has been exclusively arranged by:

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  
e-mail: [sales@divemasterinsurance.com](mailto:sales@divemasterinsurance.com)

## 1.2 Words in bold

Words in bold type face used in this **policy** document, other than in the headings, such as **insured** in clause 1.1 above, have specific meanings attached to them as set out in clause 7, the General definitions and interpretation section of this document.

## 1.3 Primary purpose of the policy

By this **policy**, the **insurer** agrees, subject to the **policy's** terms, limitations, exclusions and conditions, to:

- 1.3.1 indemnify the **insured** up to the **limit of indemnity** for all sums that the **insured** becomes legally liable to pay as damages, including claimant costs recoverable from the **insured**;
- 1.3.2 pay **costs and expenses**, some of which are expressly stated to be in addition to the **limit of indemnity**;
- 1.3.3 the full extent of the insurance by this **policy** is described in each **insured section** set out in clause 2 below and stated as insured in the **schedule**.

## 1.4 Policy structure

- 1.4.1 Clause 2 sets out the scope of main coverage of each **insured section**; additional **costs and expenses**; extra coverage and the circumstances in which the **insurer's** liability to the **insured** is limited or may be excluded. Also, each clause sets out other terms and conditions.
- 1.4.2 Clause 3 sets out cover extensions in **insured section A**
- 1.4.3 Clause 4 sets out limitations and exclusions for **insured sections A and B**
- 1.4.4 Clauses 5-8 are applicable to all **insured sections** and set out the **insurer's** ;
  - a) claims handling terms and conditions, including further conditions precedent,
  - b) general terms and conditions, including further conditions precedent,
  - c) definitions,
  - d) complaints procedure.

## 1.5 Policy period and premium

- 1.5.1 The **policy** will provide insurance as summarised in clauses 1.3 and 1.4 above for the **period of insurance** it being a condition precedent to the **insurer's** liability under this **policy** that the premium and additional charges are paid to and accepted by the **insurer**, on or before the payment date shown in the **schedule**. Taxes, levies and other relevant fiscal charges shall be payable in addition to the premium.
- 1.5.2 The premium is deemed paid and accepted upon receipt by the **insurer** or the intermediary appointed to place this insurance with the **insurer**.

- 1.5.3 If any premium (including the instalment of premium) is not paid and accepted by the **insurer** on or before its payment date stated in the **schedule**, the **insurer** can give written notice to the **insured** at its address shown on the **schedule** cancelling the **policy** with effect from the seventh (7) day after the notice has been served
- 1.5.4 Notwithstanding clause 1.5.3 above, any cancellation will be prevented from taking effect and the **policy** shall continue if the late premium instalment and all remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3<sup>rd</sup>) day after being posted if sent by pre-paid letter post properly addressed.
- 1.5.5 It is agreed that the **insurer** shall not give less than fifteen (15) days prior notice of cancellation to the **insured** via the broker. If the **premium** due is paid in full to the **insurer** before the notice period expires, notice of cancellation shall be automatically revoked. If not, the **policy** shall automatically terminate at the end of the notice period.

## 2 Insured section A - Public liability

### 2.1 Public liability cover

2.1.1 The **insurer** agrees to indemnify the **insured** for all sums which the **insured** may become legally liable to pay as compensation including claimant costs and expenses in respect of:

- a) accidental **Bodily Injury** to any person other than an **Employee**;
- b) accidental **Damage**;  
occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

2.1.2 The **Insurer** will also pay the **insured's** costs and expenses incurred with the **insurers** prior written consent:

- a) in defence of any claims;
- b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

### 2.2 Public liability extensions.

#### 2.2.1 Instruction and Advice

Notwithstanding exclusion 4.2 the **insurer** will indemnify the **insured** in respect of **bodily injury or damage** caused by or arising from any instruction or advice given or lack of advice given by or on behalf of the **insured** in the course of providing **recreational water sports services**.

#### 2.2.2 Participant to participant

The **insurer** will indemnify the **insured** in respect of **bodily injury or damage** caused to one **participant** by another **participant** in any event organised by the **insured**, provided that:

- a) such **participant** is not entitled to indemnity under any other policy; and
- b) the **insurer** will not be liable for any amount in excess of the **limit of indemnity** stated in the **schedule**.

#### 2.2.3 Use of Manufactured Equipment and Supply of Breathing Air or Gases

The **insurer** will indemnify the **insured** in respect of legal liability for **bodily injury or damage** arising out of the use of standard manufacturers diving equipment and the supply of breathing air or gases.

## 2.3 Public liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in clause 4, this **insured section** excludes and does not cover:

### 2.3.1 Consequential damage from work away

- a) **damage** to materials, parts or equipment furnished in connection with performance of the **work away** but this limitation shall not be applied to **products** previously supplied under any previous contract; or
- b) **damage** to property that is removed, repaired, adjusted, altered, reinstated, withdrawn or disposed of in the course of and necessitated by the performance of the **work away**; or
- c) any expenditure incurred by the **insured** or others for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of the **work away** as a result of any defect (suspected or known) in or unsuitability for the intended purpose of the **work away**.

### 2.3.2 Pollution and products

**bodily injury or damage** arising out of or from or:

- a) brought about by or contributed to by **pollution**;
- b) in connection with the **insured's products**;

### 3 Insured section B – Coverage extensions to insured section A

#### 3.1 Indemnity to other parties

3.1.1 At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that the:

- insured** would have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**;
- other insured party** is not indemnified under any other insurance or in any other way;
- insurer** has the sole conduct and control of any claim;
- other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

#### 3.2 Principles

The **insurer** will indemnify any principal of the **insured**, where requested by the **insured**, but only to the extent that liability arises solely out of the work performed for the **principal** by or on behalf of the **insured** and provided that:

- the **principal** shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- the **principal** is not indemnified under any other insurance or in any other way.

#### 3.3 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

3.3.1 The **insurer** will, with its prior consent which consent will not be unreasonable withheld, indemnify the **insured** and at the request of the **insured** any **other insured party**, in respect of legal **costs and expenses** incurred defending:

- any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or
- allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**;

provided that the prosecution or proceedings relate to:

- an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- bodily injury** to, or potential **bodily injury** to persons other than **employees**;

and, the **insurer** will also pay to the **insured**:

- costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with its written consent which consent will not be unreasonably withheld;
- prosecution costs awarded against the **insured**;

3.3.2 The indemnity by this clause excludes and does not cover:

- circumstances where the **insured** or any **other insured party** is entitled to indemnity by any other legal expenses, motor or employment protection policy;

- b) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a **limit of indemnity** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

3.3.3 For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which defence costs are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
- b) Health and Safety at Work (Northern Ireland) Order 1978,
- c) The Trade Description Act 1968
- d) Part II of the Consumer Protection Act 1987
- e) Part II of the Food Safety Act 1990.

## 4 **Exclusions to insured sections A and B**

**Insured sections A and B** exclude and do not cover:

### 4.1 **Advertising injury**

any loss, liability or **costs and expenses** arising out of or from advertising injury including but not limited to:

- 4.1.1 breach of contract including liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;
- 4.1.2 infringement of registered trademarks, patents, registered designs, service marks or trade name including infringement of titles or slogans;
- 4.1.3 the failure of goods, products or services to conform with advertised quality or performance;
- 4.1.4 incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- 4.1.5 arising out of or from libel, slander or the disparagement of goods, products or services of others;
- 4.1.6 advertising activities undertaken on behalf of another party by any **insured** engaged in the business of advertising or undertaken for a fee;
- 4.1.7 the oral, broadcast, telecast or written publication of material whose first publication took place before the inception of the **period of insurance**;
- 4.1.8 an offence committed by the **insured** whose business is advertising, broadcasting, publishing or telecasting.

### 4.2 **Advice, design or plans provided for a fee**

any loss, liability or **costs and expenses** arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **insured** for a fee but this shall not exclude such advice arising in conjunction with **products** supplied.

### 4.3 **AIDS and illness**

**bodily 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.

### 4.4 **Aircraft and watercraft**

any loss, liability or **costs and expenses** arising out of or from the ownership, possession or use of any aircraft or other aerial device or satellite, or any watercraft.

#### **4.5 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.

#### **4.6 Asbestos**

Any loss, liability or **costs and expenses** arising out of or from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

#### **4.7 Biological or Chemical Materials**

Any loss, liability or costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence there to.

#### **4.8 Claims Jurisdiction**

any loss, liability or **costs and expenses** arising out of or from any **claims** brought in the **North America** or that falls under the jurisdiction of **North America**.

#### **4.9 Commercial diving**

any loss, liability or **costs and expenses** arising out of or from or directly or indirectly caused by **commercial diving**.

#### **4.10 Construction, repair or installation work on vessels**

any liability arising out of the construction, repair or installation work on vessels.

#### **4.11 Contractual liability**

any loss, liability or **costs and expenses** arising out of or from any contract or agreement which the **insured** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such contract.

#### **4.12 Costs of recall or guarantee**

expenditure, whether incurred by the **insured** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.

#### **4.13 Electronic cyber liability**

any loss, liability or **costs and expenses** associate with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- a) the response of a computer to any date or date change
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any loss of or damage to or change or corruption in data or software on a computer or computer system or;
- e) any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions of information

This exclusion shall not apply where the **insured** is legally liable for **bodily injury** (excluding mental injury or mental disease) or accidental **damage** which is caused as a direct result of the **insured's** negligence and is not otherwise excluded elsewhere in this **policy**.

#### **4.14 Directors' and officers' liability**

any loss, liability or **costs and expenses** arising out of or from any **insured** in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

#### **4.15 Employee accidents**

any loss, liability or **costs and expenses** arising out of or from any claim in respect of which compensation is available or would normally be available under any Employers Liability legislation or similar legislation or any obligation for which the **insured** or any company as its insurer may be held liable under any workman's compensation, unemployment compensation, or disability benefits law.

#### **4.16 Employment disputes**

any loss, liability or **costs and expenses** arising out of or from any employee, former employee or prospective employee in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

#### **4.17 Excess**

the amount of the **excess** as applicable and stated in the **schedule**.

#### **4.18 Excluded conduct**

any loss, liability or **costs and expenses** arising out of or from:

- a) any deliberate act in violation of any law or ordinance; or
- b) any deliberate or wilful misconduct of the insured; or
- c) any dishonest, fraudulent, or criminal act of the **insured**; or
- d) any conduct of the **insured** or **employee** while under the influence of intoxicants or narcotics.

#### **4.19 Financial loss**

liability for pure financial loss not consequent upon **bodily injury** or **damage**.

#### **4.20 Fines, penalties, punitive damages, multiple damages or exemplary damages**

any fines, penalties, punitive damages, exemplary damages, aggravated damages, multiple or treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

#### **4.21 Fungus, mould, spores**

**Damage** arising out of or from:

- a) any **fungus, mould**, mildew or yeast; or
- b) any **spore** or toxins created or produced by or emanating from such **fungus, mould**, mildew or yeast; or
- c) any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any **fungus, mould**, mildew or yeast; or
- d) any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or structure that contains harbours nurtures or acts as a medium for any **fungus, mould**, mildew, yeast or **spore** or toxins emanating therefrom;

regardless of any other cause event material product and/or building component that contributed concurrently or in any sequence to that loss, liability or **costs and expenses**.

#### **4.22 Government prohibition**

any loss, liability or **costs and expenses** where:

- a) non-admitted insurance is not permitted by local legislation in any country or territory; or
- b) any government embargo or sanction prohibits the **insured** from trading.

#### **4.23 Insolvency of the insured**

any loss, liability or **costs and expenses** arising out of or from or relating directly or indirectly to the insolvency or bankruptcy of the **insured**.

#### **4.24 Landing Areas**

Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **insured** of any **landing area** for aircraft provided such liability arises out of such use as a **landing area**.

#### **4.25 Legionella**

any loss, liability or **costs and expenses** arising out of or from or alleging or attributable to the existence of **legionella**.

#### **4.26 Libel and slander**

liability arising from or caused by the publication or utterance by or on behalf of the **insured** of a libel or slander.

#### **4.27 Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule**.

#### **4.28 Medical Services**

4.28.1 Any liability arising out of the rendering or failure to render medical services including the provision of treatment or management of illness or injury by any doctor, medically trained personnel or hyperbaric technicians other than:

- a. the rendering of first aid by any medically unqualified person; or
- b. emergency first response by a diver medic or certified first aid attendant who are **employees of the insured**;

provided that the **insurer** will not be liable where indemnity is provided by other insurance.

4.28.2 This policy excludes any operation or provision of medical treatment facilities including hyperbaric chambers and the like other than basic medical first aid equipment for the administration of first aid or emergency first response by a diver medic or certified first aid attendant.

#### **4.29 Misuse of the Internet and Extra-net**

Any liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insured's own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

#### **4.30 North American jurisdiction**

liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**.

#### **4.31 North American operations**

**bodily injury or damage** including any loss or expense whatsoever resulting or arising therefore or any consequential loss in connection therewith, occurring within **North America**.

#### **4.32 Nuclear risks**

4.32.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

4.32.2 any legal liability of whatsoever nature;

4.32.3 any sum which the **insured** becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 6.32.3 above, attributable to **nuclear hazards**.

#### **4.33 Operating Watercraft and Breathing Gas Compressors**

- the use of any **watercraft** owned or operated by the **insured** in connection with the **insured's** provision of **recreational watersports services** in the event that the **insured** has no other available insurance in place covering the loss.
- the use of any breathing gas compressor owned or operated by the **insured** in connection with the **insured's** provision of **recreational watersports services**

#### **4.34 Overseas domiciled operations**

any loss, liability or **costs and expenses** arising from the **insured's** subsidiary companies, branch offices or representatives with power of attorney, that are domiciled outside of the **territorial limits** as stated in the **schedule**.

#### **4.35 Ownership or use of mechanically propelled vehicles**

any loss, liability or **costs and expenses** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured** other than diver propulsion vehicles.

#### **4.36 Personal injury and denial of access**

any loss, liability or **costs and expenses** arising out of **personal injury** or **denial of access**.

#### **4.37 Property in the insured's care, custody and control**

**damage** to property owned, leased, hired or held in trust by the **insured** or under hire purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control.

#### **4.38 Reasonable precautions and dive association safe diving practices**

- 4.38.1 any loss, liability or costs and expenses arising out of or from the **insured's** deliberate, conscious, or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing.
- 4.38.2 any loss, liability or costs and expenses arising out of or from the **insured** deliberately or wilfully failing to perform all **recreational watersports services** in accordance with the standards, guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Organisation**.

#### **4.39 Territorial limit**

any loss, liability or **costs and expenses** arising from an occurrence outside the **territorial limits** including any contract or arising from the **business** carried out from the **insured's** own offices situated outside the **territorial limits**.

#### **4.40 The product itself**

liability for **damage** to the **insured's product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom.

#### **4.41 Use of heat**

any loss, liability or **costs and expenses** arising out of or from or directly or indirectly caused by use of heat.

#### **4.42 Use of Spearguns**

liability arising out of the use of spearguns when used in conjunction with an aqualung.

#### **4.43 War or terrorism**

any loss, liability or **costs and expenses** arising out of or from or directly or indirectly caused by or contributed to by **war** or any act of **terrorism** or any action taken in controlling preventing suppressing or in any way relating to the act of **terrorism**.

If the **insurer** alleges that by reason of this exclusion any **damage** cost or expense is not covered by this policy the burden of proving the contrary shall be upon the **insured**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

#### **4.44 Communicable Disease**

actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount,

includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## 5 Duties in the event of a claim or potential claim

The due observance and fulfilment of the provisions of clause 5 is a condition precedent to the **insurer's** liability for any claim under this **policy**. Clause 6.14 sets out consequences of a failure to comply with conditions precedent or **policy** provisions such as clause 5.

### 5.1 Claim notification

5.1.1 The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**:

- a) immediately from receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- b) as soon as practical from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury**;
- c) immediately on the **insured's** actual knowledge of any death or **bodily injury** to any person not being an **employee** involving a stay in hospital in excess of three (3) days;
- d) as soon as practical but in any event within thirty (30) days after any other accident, event or the coming in possession of actual knowledge of **bodily injury** or **damage** with full particulars thereof;

which may be the subject of indemnity under this **policy**.

5.1.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**, but if this is not possible or practical to the **insurer** at the registered address in the **schedule**.

### 5.2 Insured's duties

5.2.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
- b) not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
- c) always act honestly, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently.
- d) give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

- f) not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

### 5.3 Claim Procedure

Unless stated otherwise all claims will be handled and overseen by the **insurer**. For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- 5.3.1 immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured**. In addition the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
- 5.3.2 authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;
- 5.3.3 prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited being **war** or an act of **terrorism** that the said exclusion or **limit of indemnity** does not apply, it being understood and agreed that any portion of an exclusion or **limit of indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

### 5.4 Insurer's rights

- 5.4.1 The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured** upon such conditions as regards the payment of opponent's costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine.
- 5.4.2 The **insurer** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability.

### 5.5 Disputed defence or appeal

If any dispute arises between the **insured** and the **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a solicitor attorney or similar legal professional with no less than 10 years experience in the **claims jurisdiction** stated in the **schedule** to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final.

### 5.6 Excess

- 5.6.1 If the insured event forms the subject of indemnity under more than one of **insured sections A and B** the **insured's** maximum liability the **excess** will be the highest applicable **excess**.
- 5.6.2 If settlement of an insured event investigated or defended by the **insurer** under **insured sections A and B** does not exceed the amount of the applicable **excess** the **insured** will pay, or reimburse the **insurer** for, as applicable, any **costs and expenses** and paid damages including claimant costs recoverable from the **insured** and incurred in connection with such insured event.

## 5.7 Subrogation

- 5.7.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **suit** that may give rise to a claim under this insurance.
- 5.7.2 The **insured** will at the request and expense of the **insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **insurer** will be or would become entitled or subrogated upon its paying an indemnity under this **policy**, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.
- 5.7.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 5.7.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 5.7.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

## 6 General terms and conditions

### 6.1 Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within one (1) month of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

It is a condition precedent that that all adjustable premiums due to the **insurer** are paid within ninety (90) days of expiry of each **period of insurance**.

### 6.2 Applicable law

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

### 6.3 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

### 6.4 Cancellation

The **insurer** may at any time during the **period of insurance** serve written notice on the **insured** at the address shown on the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice. Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**. Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3<sup>rd</sup>) day after being posted if sent by pre-paid letter post properly addressed.

## 6.5 Rights of Third Parties

This insurance does not confer or create any right enforceable (including under legislation) by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

## 6.6 Contribution

6.6.1 If at the time of any claim under **insured sections A to D** there is any other valid and collectible insurance available to the **insured** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy**, and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

## 6.7 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## 6.1 Dispute resolution

6.1.1 All matters in dispute between the **insured**, **other insured parties** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and that the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

6.1.2 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

6.1.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

## 6.2 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

## 6.3 Legal action against the insurer

6.3.1 In respect of liabilities covered by this insurance, no one may bring a legal action against the **insurer** until the amount of the **insured's** liability has finally been determined or agreed.

6.3.2 No one has the right under this **policy** to bring the **insurer** into an action to determine the **insured's** liability.

## 6.4 Material alteration

6.4.1 The **insured** will give to the **insurer** written notice immediately (but in any event no later than 30 days) after the **insured** becomes aware of any material alteration to the **insured**, the risk or any material change in the nature of the **business** conducted by the **insured** during the **period of insurance**. The **insurer** reserves the right to reject or reduce **claims** connected with the material alteration or change, until accepted as such by written

confirmation from the **insurer** endorsed to this **policy**, upon which the insurer may continue the **policy** on such terms as the **insurer** may determine.

6.4.2 Any material alteration or change shall not be binding on the **insurer** or the terms of this **policy** until accepted as such by written confirmation from the **insurer** endorsed to this **policy**.

## 6.5 Material inaccuracy

6.5.1 The information provided by or on behalf of the **insured** in connection with this insurance (whether at inception or otherwise) shall be materially accurate and not omit material information which is known by the **insured's** board members or equivalent and/or the **insured's** risk manager or ought to have been known by them following their reasonable enquiry.

6.5.2 Breach by fraud or dishonesty

If the **insured** or anyone acting on its behalf breaches this condition (whether at inception or otherwise) by fraud or dishonest act or omission, the **insurer** may:

- a) avoid this **policy** from inception; or
- b) impose such terms, conditions and/or additional premium as the **insurer** may in its sole discretion determine; and

any benefit which the **insured** has received under this **policy** which resulted from any such fraud or dishonest act or omission shall immediately be repaid to the **insurer**.

6.5.3 Breach by non-disclosure, misrepresentation (other than fraudulent or dishonest)

If the **insured** or anyone acting on its behalf breaches this condition (other than by fraudulent or dishonest means), the **insurer** may:

- a) impose such terms and conditions (effective at inception or otherwise) as the **insurer** would have imposed in the absence of such breach; and/or
- b) charge such additional premium (effective at inception or otherwise) as the **insurer** would have required in the absence of the breach; and
- c) apply such applicable additional premium, amended terms and conditions or both to any notified **claim** or potential **claim**; and

the **insurer** will promptly give the **insured** written notice of any applicable additional premium, amended terms and conditions or both.

6.5.4 Within fourteen (14) days of receipt of such notice, the **insured** will give the **insurer** written confirmation of:

- a) acceptance of and a promise to pay the applicable additional premium in accordance with the terms of trade applying to this insurance; or
- b) the **insured's** acceptance of the amended terms and conditions; or
- c) both as applicable.

6.5.5 If the **insurer** can show to the **insured's** reasonable satisfaction that the **insurer** would have declined to enter into this insurance at inception or to accept the proposed amendment to this insurance during the **period of insurance** on any terms, the **insurer** may avoid this **policy** from inception and, if no claims have been paid or accepted under this **policy**, the **insurer** shall promptly return to the **insured** all premiums received by the **insurer** at the date of breach; and, if the **insurer** has paid claim monies under this **policy**, the **insured** shall promptly repay all such claim monies to the **insurer**.

## 6.6 Minimisation of risk

6.6.1 The **insured** will take all reasonable steps at its own expense to prevent an insured event arising or continuing.

6.6.2 Upon the happening of an insured event and at all times thereafter, the **insured** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Any failure by the **insured** to take such steps shall mean the **insurer** may reject or reduce claims and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

## 6.7 Observance

6.7.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured**, and are not already conditions precedent, will be a condition of this **policy**. Any waiver by the **insurer** of any provision will not prevent the **insurer** from relying on such term or condition or condition precedent in the future.

6.7.2 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach providing the **insurer** can demonstrate some prejudice.

6.7.3 In the event of a breach of any condition precedent in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach, and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

6.7.4 Compliance Officer, Dive Master Insurance Consultants Ltd. 17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA

## 6.8 Your Personal Information

### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes personal data such as your name, address and contact details and other information that we collect about you in connection with the insurance cover from which you benefit. This information may also include more sensitive data such as information about your health and any criminal convictions.

In certain circumstances, we may need your consent to process certain information about you and this is explained in our privacy policy. Where we need your consent, we will ask you for it specifically. You do not have to give your consent, and you may withdraw your consent at any time. However, if you do not provide your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector. For example, agents or brokers (when making applications), insurers, reinsurers, loss-adjusters (if you claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance coverage that we provide and to the extent required or permitted by law.

### If you provide other people's details to us

Where you provide us or your agent or broker with information about other people, you must make them aware that you are doing so. Where possible, you should also provide them with this notice.

### If you would like more information

For more information about how we use your personal information, please see our privacy policy, which is available on our website ([www.ascotgroup.com/lloyds/privacy-policy](http://www.ascotgroup.com/lloyds/privacy-policy)) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

### Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s) you should contact the broker or agent who provided you with your insurance in the first instance, or you may get in touch with us by contacting:

The Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

[DPO@ascot.com](mailto:DPO@ascot.com)

## 6.9 Rights of recourse

It is a condition precedent to the **insurers** liability under this **policy** that the **insured** maintains full rights of recourse against any manufacturer or supplier with whom the **insured** has entered into a legal contract for the provision of **products** as defined by the **policy**.

## 6.10 Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium.

## 6.11 Sanction limitation and exclusion

6.11.1 The Insurer shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

## 6.12 Subscribing insurer

The **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

## 6.13 Dive Association Safe Diving Practices

It is a condition precedent to the **insurers** liability under this **policy** that that all **recreational diving services** are performed in accordance with the standards, guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Organisation**. In particular any participants that have **pre-existing medical conditions** must provide a copy of their fitness to dive signed by a doctor prior to diving and this must be retained by the **insured**; or for certificated divers the **insured** must be able demonstrate they have adhered to all local regulations for assessing such divers.

### General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### 6.1 Authoritative Diving Organisation

Authoritative Diving Organisation means recognised national controlling organisations, or organisations affiliated to R.S.T.C, C.M.A.S. or EUF who provide standards, guidelines and recommendations to their membership for safe diving practices.

### 6.2 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

### 6.3 Business

The Business includes but is not limited to

- a) fire, first aid and ambulance services;
- b) The provision of **recreational watersports services** and any first aid required as a result;
- c) the **insured's** activities declared on the certificate of insurance attached to and forming part of this **policy** and as otherwise agreed by the **insurer**.

### 6.4 Claim jurisdiction

Claim jurisdiction shall mean the jurisdiction under which a claim by a third party must be brought for indemnity to be granted the **insurer**.

### 6.5 Combined single limit

Combined single limit means the maximum the **insurer** will pay by this **policy** in the event that two or more **insured sections**, to which the combined single limit applies, provide coverage for an insured event.

## 6.6 Commercial diving

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.

## 6.7 Costs and expenses

Costs and expenses means

- 6.7.1 costs and expenses (other than claimant costs recoverable from the **insured** incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 6.7.2 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 6.7.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**.
- 6.7.4 the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
  - a) any principal director or partner of the **insured** – GBP500;
  - b) any **other insured party** - GBP250;
- 6.7.5 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

## 6.8 Damage

Damage means:

- 6.8.1 loss of, destruction of or damage to tangible property; and/or
- 6.8.2 for **insured sections A-B** loss of use of tangible property that has been lost, destroyed or damaged.

## 6.9 Denial of access

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

## 6.10 Employee

Employee means:

- a) any person who has entered into or works under a contract of service or apprenticeship with the **insured**;
- b) any directors and/or officers of the **insured**;
- c) any labour-master and/or person supplied by such person;
- d) any person employed by a labour-only contractor;
- e) any self-employed person;
- f) any volunteer;
- g) any person who is hired to or borrowed by the **insured**;
- h) any driver or operator of plant hired to the **insured**;
- i) any person who is engaged under a work experience or youth training scheme while working for the **insured** in connection with the **business**.

## 6.11 Excess

The excess will form part of and be included within the **limit of indemnity** and means the first amount payable by the **insured** in respect of each and every claim, series of claims or circumstance as ascertained after the application of all other terms and conditions of this insurance but only where the award is made by a court of law. The excess will be applied to **costs and expenses**.

## 6.12 Fungus

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group fungi lacking chlorophyll and including **moulds** rusts mildews and mushrooms.

## 6.13 Insured

Insured means the Dive Team named on the Certificate of Insurance (attaching to this **policy**).

## 6.14 Insured section

Insured section means all or any individually lettered sections of this **policy** that forms part of the insurance contact but only if stated as 'insured' in the **schedule**.

## 6.15 Insurer

Insurer means the insurer as named in the **schedule**.

## 6.16 Landing area

Landing area means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where aircraft are kept, housed maintained or operated and where aircraft may take off and land.

## 6.17 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

## 6.18 Limit of indemnity

Limit of indemnity means:

- 6.18.1 the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one (1) occurrence regardless of the number of:
  - a) persons or organisations bringing claims or **suits**; or
  - b) claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;
- 6.18.2 where two (2) or more **insured sections** are subject to a **combined single limit**, then the **combined single limit** is the maximum the **insurer** will pay for any insured event to which such **insured sections** apply in combination, and;
- 6.18.3 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum the **insurer** will pay for all insured events during the **period of insurance**.
- 6.18.4 Any sub-limit of indemnity applies as if it was the limit of indemnity for the **claims** for that sub-limit and is deemed to be part of and not in addition to the **limit of indemnity**.

## 6.19 Mould(s)

Mould(s) means but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and fungi that produced moulds.

## **6.20 North America**

North America means the United States of America or its territories or possessions or Canada.

## **6.21 Nuclear hazards**

Nuclear hazards means:

- 6.21.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 6.21.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

## **6.22 Operator**

Operator shall mean any third party provider, operator, manufacturer or hirer of watercraft not exceeding fifteen (15) meters in length or breathing gas compressor equipment.

## **6.23 Other insured party**

Other insured party means any of the following parties:

- 6.23.1 any director, partner, **employee** or a former **employee** of the **insured**;
- 6.23.2 any officers, members' committee and/or **employee** paid and voluntary helpers of the **insured's** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- 6.23.3 any officers and members of the **insured's** security, rescue, first aid, fire and ambulance services, medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such;
- 6.23.4 any director or partner or executive of the **insured** in respect of private work undertaken by any **employee** for a director, partner or executive of the **insured**;
- 6.23.5 any officers or trustees of the **insured's** pension scheme(s).
- 6.23.6 any land or venue owner, firm or authority including local, County or Government authority, Minister or Ministry where permission is necessary for the holding of the **insured's** activities.

## **6.24 Participant**

Participant means any person engaged in the **insured's** activities, social and/or promotional events or whilst under the active supervision or instruction of the **insured** during **recreational watersports services**.

## **6.25 Period of insurance**

Period of insurance means the period shown as such on the **schedule**, which time is taken as Greenwich Mean Time unless otherwise stated.

## **6.26 Personal injury**

Personal injury means harm other than **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- 6.26.1 false arrest;
- 6.26.2 detention or imprisonment;
- 6.26.3 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;

6.26.4 libel and slander

## 6.27 **Policy**

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## 6.28 **Pollutant**

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

## 6.29 **Pollution**

Pollution means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time.

## 6.30 **Premises**

Premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **insured** for the purpose of the **business**.

## 6.31 **Pre-existing medical conditions**

Any medical condition that would require confirmation of the participants fitness to dive from a physician following the completion of the participants dive association medical declaration/statement.

## 6.32 **Principal**

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**.

## 6.33 **Product**

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **insured**.

## 6.34 **Proposal**

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

## 6.35 **Recreational Watersports Services**

Recreational watersports services means the organisation of, supervision of and or the provision of advice or instruction in recreational snorkel and/or sports diving, and free diving, and in ancillary social, recreational and promotional activities or special interest diving agreed by the **insurer** or as more specifically described in the certificate of insurance attached to and forming part of this **policy** and agreed by the **insurer**.

## 6.36 **Schedule**

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

### **6.37 Spore(s)**

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus**(i) **mould**(s) mildew plants organisms or micro organisms.

### **6.38 Suit**

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including;

- 6.38.1 an arbitration proceeding in which such damages are claimed; or
- 6.38.2 any other alternative dispute resolution proceeding in which such damages are claimed.

### **6.39 Territorial limits**

Territorial limits means such countries as stated in the **schedule**.

### **6.40 Terrorism**

Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to

- 6.40.1 intimidate or coerce a civilian population, or
- 6.40.2 disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- 6.40.3 overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- 6.40.4 affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

### **6.41 United Kingdom**

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### **6.42 War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

### **6.43 Watercraft**

Watercraft means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.

### **6.44 Work away**

Work away means work, operations, installation or services performed by or on behalf of the **insured** but not on **premises**.

## 7 Complaints

### How to Complain

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

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**The Compliance Officer** Email: [complaints@divemasterinsurance.com](mailto:complaints@divemasterinsurance.com)  
**Dive Master Insurance** Tel: +44 (0) 1702 476902  
**Kingsbridge House**  
**17-23 Rectory Grove**  
**Leigh-on-sea**  
**Essex, SS0 9SD**

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We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

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**Complaints Lloyd's** Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
**Fidentia House** Tel: +44 (0) 20 7327 5693  
**Walter Burke Way** Fax: +44 (0) 20 7327 5225  
**Chatham Maritime Chatham** Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)  
**Kent**  
**ME4 4RN**

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Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

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**Financial Ombudsman Service** Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Exchange Tower** Tel: **For UK callers: 0800 023 4567 (free phone), or 0300 123 9123 (but charges apply)**  
**Harbour Exchange Square**  
**London** Tel: **For callers from abroad: +44 (0)20 7964 0500 (charges apply)**  
**E14 9SR** Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

### **Financial Services Compensation Scheme (FSCS)**

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

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<b>Financial Services Compensation Scheme</b>	<b>Web:</b> <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>
<b>PO Box 300</b>	<b>Email:</b> <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a>
<b>Mitcheldean</b>	<b>Tel:</b> <b>0800 678 1100</b>
<b>GL17 1DY</b>	

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Regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority