



DIVE MASTER EQUIPMENT INSURANCE POLICY WORDING

Issued by

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

Telephone Number: +44 (0) 1702 476902

Facsimile Number: +44 (0) 1702 471892

as agents acting on behalf of DTW 1991 Underwriting Limited. This policy is insured 100% by Syndicate DTW1991 at Lloyd's managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

IMPORTANT INFORMATION ABOUT YOUR POLICY

Please read this document and the Schedule of Insurance carefully to avoid any misunderstanding and check all the details are correct and that **YOU** have the protection **YOU** need and know what to do should **YOU** have a loss or need to claim. Please notify Dive Master if any information **YOU** have provided to **US** changes. Failure to do so may invalidate **YOUR** cover in the event of a claim. If **YOU** have any questions please contact Dive Master by telephone or write to **US**.

THE FINANCIAL CONDUCT AUTHORITY

This policy is arranged by Dive Master Insurance Consultants Ltd, and is underwritten by Syndicate DTW1991 at Lloyd's managed by Coverys Managing Agency Limited. Dive Master Insurance is authorised and regulated by the UK Financial Conduct Authority (FCA member number 306316). Details may be found by visiting the FCA Website (<http://www.fca.org.uk/register/home.do>)

GOVERNING LAW AND DISPUTES

This policy will be governed by the law of England and subject to the exclusive jurisdiction of the courts of England. This contract of insurance shall be governed by and construed in accordance with the law of England and Wales. Any dispute or difference arising under or in respect of this policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

CONTRACT RIGHTS

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

LANGUAGE OF CONTRACT OF INSURANCE

Unless otherwise agreed, the language of this contract of insurance shall be English.

HOW WILL WE USE YOUR DATA

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, 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. It may also prevent **US** from providing cover for **YOU** or handling **YOUR** claims.

For the purpose of providing insurance and handling claims or complaints **YOUR** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **YOU** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **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** insurance adviser 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.dtw1991.com/privacy-notice) 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 insurance adviser who provided **YOU** with **YOUR** insurance in the first instance, or directly with **US** by contacting:

The Data Protection Officer
Coverys Managing Agency Limited
71 Fenchurch Street
London EC3M 4BS

+44 20 7977 0800

Data.protection@coverys.co.uk

SANCTIONS CLAUSE

The **INSURER** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

CANCELLATION

YOU have a Cooling Off period of 14 days from the day of purchase of the insurance, or the day on which policy documentation was received, whichever is the later. If this insurance does not provide **YOU** with the protection that **YOU** want and **YOU** do not want to continue with this insurance **YOU** may cancel within the Cooling Off period and obtain a full refund, provided that the period of insurance has not commenced.. After the cooling off period has ended and the

policy has commenced. The **INSURER** will refund premium paid on a daily proportionate rate basis providing no claims have been made or are pending less our fee of £10.00.

If a claim has been made or if there has been an incident which may lead to a claim, the **INSURER** will not refund premium

AUTO RENEWAL SERVICE

To make sure **YOU** have continuous cover under **YOUR** policy, Dive Master will aim to automatically renew (autorenew) **YOUR** policy when it expires unless **YOU** tell **US** not to. Each year Dive Master will write to **YOU** 28 days before the renewal date of **YOUR** policy and provide **YOU** with the policy documents that will apply and any changes to the premium or the policy terms and conditions. If **YOU** do not want to auto-renew **YOUR** policy, just call Dive Master on +44 (0) 1702 476902 or log into **YOUR** account and select "current policies" then deselect the autorenewal option. Otherwise Dive Master will collect the renewal premium(s) from the credit card or debit card used for **YOUR** original purchase.

Please note **YOUR** renewed policy will only be valid when:

- **YOU** have told Dive Master about any changes to **YOUR** risk (including any changes of equipment insured)
- the credit card or debit card has been charged

In some cases Dive Master may not be able to automatically renew **YOUR** policy. **WE** will let **YOU** know at the time if this is the case.

Dive Master are entitled to assume that **YOUR** details have not changed and **YOU** have the permission of the card holder unless **YOU** tell **US** otherwise. Dive Master will not retain **YOUR** payment details. **WE** will tell the processing bank that have **YOUR** payment details to charge the relevant premium to the debit card or credit card on or before the renewal date.

YOU can tell Dive Master about any changes to **YOUR** policy details or opt out of automatic renewal at any time by phoning Dive Master on +44 (0) 1702 476902

DEFINITIONS

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

1. **ACCIDENTAL LOSS** means loss as a result of a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
2. **AUTHORITATIVE DIVING BODIES** means recognised National and/or International controlling Organisations, or Organisations who provide guidelines and recommendations to their membership for safe diving practice.
3. **AVERAGE** means at the time of any loss, damage or theft, if the sum insured on any item of property is less than the current replacement value of such property **THE INSURED** shall be considered as being their own Insurer for the difference and shall bear a rateable share of the loss accordingly.
4. **INSURED ITEMS** means the items of equipment **THE INSURED** has provided details of to **THE INSURERS** which are specified on the **SCHEDULE** that **THE INSURERS** hold the right to replace, reinstate, repair or offer cash settlement for lost, damaged or stolen **INSURED ITEMS**.
5. **THE INSURED/YOU/YOUR** means the individual named on the application form and the e-certificate.
6. **PLACE OF STORAGE** means the **INSURED ITEMS** kept in a locked and secure building, or a boat cabin or boat locker or other means of lockable storage.
7. **SCHEDULE** refers to the document that shows who is **THE INSURED**, dates of coverage, the premium, the list of items of equipment being covered, their specified sums insured and any excess **THE INSURED** is responsible for.
8. **SPORTS DIVING** means recreational snorkelling, recreational breath hold Free Diving and Apnoea, spearfishing without the use of Scuba and or recreational diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either SCUBA or surface supply diving and until **THE INSURED** stops using and removes said equipment.
9. **STORAGE IN A VEHICLE** means that provided there is no alternative **PLACE OF STORAGE** at the end of a **TRANSIT** then cover will extend to storing the insured equipment in a locked and secure motor vehicle. The items being kept out of view whilst so stored.

10. **SUB AQUA ACTIVITIES** means when **THE INSURED** is wholly or partially immersed in water for the purposes of **SPORTS DIVING**.
11. **THE INSURED** means the Individual, Group, Club, Company, School or Association as specified on the Policy Schedule and/or validation card.
12. **THE INSURERS/WE/OUR** means Syndicate DTW1991 on behalf of Coverys Managing Agency Limited.
13. **TRANSIT** means the carriage of the insured property from its **PLACE OF STORAGE WHILST WITH THE INSURED** until the **TRANSIT** ends at the dive site or when the equipment is removed from the carrying vehicle and put into a **PLACE OF STORAGE**.
14. **WHILST WITH THE INSURED** means that **THE INSURED** travels to the same destination at the same time as the insured equipment unless in the case of air carriage the equipment travels on another aircraft which is outside of the control of **THE INSURED**

INSURING CLAUSE

The **INSURED ITEMS** as specified on the **SCHEDULE** are covered in a **PLACE OF STORAGE**, during **SUB AQUA ACTIVITIES** and in **TRANSIT** to and from **WHILST WITH THE INSURED**.

THE INSURERS hereby agrees to provide coverage for dive equipment, underwater cameras and accessories, diver propulsion vehicles, and other sporting equipment as specified in the Policy **SCHEDULE**, up to the specified sums insured, subject to the Definitions, Conditions, Clauses and Exclusions contained herein.

CONDITIONS

This section explains how the cover operates and **YOUR** duties.

1. **THE INSURERS** will make good **THE INSURED'S** loss for theft of or **ACCIDENTAL LOSS** or damage to diving equipment not otherwise specifically excluded (see **EXCLUSIONS** section) being the property of **THE INSURED** as stated on the **SCHEDULE** and unspecified items up to the sum insured value that is stated on the **SCHEDULE** based on replacement cost. New for old replacement will apply only when the sum insured reflects the new replacement cost at the time of loss.
2. There is no cover for any item with a value in excess of £100 unless it is declared on the **SCHEDULE**. If during the term of this policy **THE INSURED** purchases any new items of equipment or replaces any declared items with another, then notice must be given to **THE INSURERS** in writing of the addition/alteration to be made to the **SCHEDULE** before cover extends to the additional/replacement item(s). Subject to the correct premium having been paid and not to exceed the total sum insured, the claim settlement shall be based on replacement value. In the event of any under insurance the principle of **AVERAGE** shall be applied.
3. **THE INSURERS** hold the right to:
 - a. Replace the **INSURED ITEMS with similar items**. The original make & model may not be precisely restored.
 - b. reinstate or repair lost, damaged or stolen items of equipment at their option. In any reinstatement or repair of equipment the former appearance and condition of the property may not be precisely restored.
4. **THE INSURERS** hold the right to decide when equipment is to be considered beyond economic repair. All equipment considered to be beyond economic repair, becomes the sole property of **THE INSURERS** for their disposal in any manner they see fit.
5. This policy covers the deliberate jettisoning of the equipment insured during **SUB AQUA ACTIVITIES** should an emergency demand such action.
6. **THE INSURED** consents to giving all reasonable assistance to **THE INSURERS** and their representatives by producing originals of qualification records, medical certificates and/or reports, personal log books, dive log sheets, dive marshals and dive officers names and addresses upon request by **THE INSURERS** or their representatives.
7. This policy does not cover any loss or damage which at the time of the happening of such loss or damage is/ or would but for the existence of this insurance be insured under any other insurance.
8. It is incumbent upon **THE INSURED** to assist **THE INSURERS** and their representatives to recover against any other valid insurance policy or source which could be called into contribution.

CAMERA CLAUSE

It is hereby noted and agreed that in consideration of the additional premium paid the list of underwater photographic equipment declared on the **SCHEDULE** is covered by the full benefit of this policy and is extended to include damage

as a result of unexplained flooding. The servicing of insured equipment or the mitigation of immediate damage to insured camera equipment must be carried out in accordance with the manufacturer's recommendations. Damaged items must be submitted to a recognised service agent of the manufacturer for repair as soon as practically possible.

HIRE OF EQUIPMENT CLAUSE

It is hereby noted and agreed that this policy provides cover for up to £300 in total for the cost of hiring diving and/or underwater camera equipment, if as the result of a covered loss under this policy **THE INSURED** is required to hire replacement equipment in order to attend a dive training course or dive holiday that was pre booked and pre-paid prior to the loss occurring.

REBREATHER CLAUSE

Notwithstanding condition 1 in the event of a claim for the loss of a rebreather **THE INSURERS** will replace, reinstate or repair the rebreather providing correct replacement value has been declared and is within two years of age. For rebreathers that are over two years of age the settlement will be based on a scale of depreciation at the rate of 10% for each year of its age after the first two years up to a maximum of 40%.

EXCESSES & DEDUCTIBLES

THE INSURED is responsible for the first part of each and every claim (the Excess).

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

EXCLUSIONS

This section explains what this policy does not cover. This insurance excludes the following:

1. Theft unless under any of these conditions:
 - a) there is physical evidence of a forcible and violent entry into or exit from a **PLACE OF STORAGE**.
 - b) as defined by **STORAGE IN A VEHICLE** or in **TRANSIT, WHILST WITH THE INSURED**.
 - c) whilst in the care and custody of an airline or carrier at an airport of departure or arrival **WHILST WITH THE INSURED**.
 - d) from a locked and secure motor car boot or commercial van for up to 12 hours at the end of or prior to **TRANSIT**.
2. Any claim that is not notified to **US** as soon as practically possible, but in all instances within 31 days of the loss or event occurring.
3. Wear, tear, the effects of salt water and other gradually operating causes.
4. Latent defect, inherent fault, faulty workmanship or defective materials.
5. Any process of servicing, repairing or cleaning, or as the result of unauthorised interference or adjustment of any part of the property.
6. Loss or damage caused by electrical or mechanical breakdown or derangement.
7. Requisition, confiscation or similar action by order of any Government, Customs or like authorities.
8. Loss or damage caused by riot or civil commotion outside of the United Kingdom.
9. Claims on diving cylinders that do not carry a current proof of test.
10. Personal effects.
11. Claims in respect of any loss or damage caused by or arising from ionising-radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
12. Loss or damage caused by wilful misconduct or lack of due diligence by **THE INSURED**.
13. Any legal liability.
14. Claims arising as a result of solo diving, unless in accordance with the recommendations of **YOUR** certifying association.
15. Photographic and video equipment unless stated on the **SCHEDULE**.
16. Claims for Watches and laptop personal computers over £600.
17. Loss or Damage arising from or contributed to by:
 - a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing Asbestos;

- b) inhalation or ingestion of Asbestos;
 - c) exposure to or fear of the consequences of exposure to Asbestos;
 - d) the presence of Asbestos in any property or buildings or on land;
 - e) investigating managing removing controlling or remediation of Asbestos.
- 18.** Loss or Damage arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- 19.** Loss or damage associated 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 or;
 - (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 or information.
- 20.** Loss or Damage 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.
- An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- We also exclude loss, damage, cost or expense of whatsoever nature 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.
- If **THE INSURERS** allege, on reasonable grounds, that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by this **POLICY** the burden of proving the contrary shall be upon **THE INSURED**.
- In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONDITIONS PRECEDENT TO THE LIABILITY OF INSURERS TO PAY CLAIMS

It is a condition precedent to the liability of THE INSURERS to pay claims that:

1. The Equipment must be maintained in a serviceable condition to accepted diving standards.
2. **SUB AQUA ACTIVITIES** are carried out in accordance with the guidelines and recommendations for safe diving practices as laid down by the **AUTHORITATIVE DIVING BODIES**.

TERRITORIAL LIMITS

Worldwide cover for the term of the policy

WHAT TO DO IN THE EVENT OF A CLAIM

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

1. Please contact Dive Master Insurance Consultants Limited the providers of this insurance for guidance on how to complete a claim form email claims@divemasterinsurance.com or call 01702 476902. **YOU** can also contact the Claims Handler directly via the below details. In any case notify the following as soon as reasonably practicable and in any event within thirty (30) days from when **YOU** become aware of any claim or a circumstance which may give risk to a claim under this **Policy**:

DWF Claims
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU

Email: dtw1991@dwfclaims.com

Telephone number: 0117 428 9556

2. In the event of damage, take **YOUR** equipment to **YOUR** local dive shop for an inspection and obtain a written estimate of repair **THE INSURERS** reserve the right to request that **YOU** send the items to a delegated service agent.
3. In the event of a theft or **ACCIDENTAL LOSS** please obtain written confirmation that **YOU** reported the loss to any of the following; dive boat skipper, dive leader, airline, baggage handling agent, holiday representative or the local Police. If the Theft or **ACCIDENTAL LOSS** occurs when in the custody and control of an airline, a Property irregularity report must be obtained from the airline or their baggage handling agent.
4. If **YOU** are claiming for the hire of equipment then **YOU** will need to provide written confirmation of the cost and length of time that **YOU** hired the equipment.

RESOLUTION OF DISAGREEMENTS

If **the Insured** has any questions or concerns about this insurance or the handling of a claim, please contact the intermediary named in the Schedule through whom this insurance was arranged.

COMPLAINTS PROCEDURE

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.

The Compliance Officer Syndicate 1991 71 Fenchurch Street London EC3M 4BS	Email: complaints@dtw1991.com Tel: +44 (0)20 7977 0876 Fax: +44 (0) 20 7283 9872
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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:

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

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR	Email: complaint.info@financial-ombudsman.org.uk Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply) Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)
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	Web: 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:

Financial Services Compensation Scheme 10 th Floor Beaufort House 15 St Botolph Street London EC3A 7QU	www.fscs.org.uk
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