

**ABOUT OUR INSURANCE SERVICES
DIVE MASTER INSURANCE CONSULTANTS LIMITED
PRO DIVER LIABILITY INSURANCE**

Demands and Needs

You require insurance to cover any third party claim that may be made against you whilst you are instructing in recreational snorkel or sport diving and this policy fulfils your needs.

This is a brief summary of the Policy terms and conditions although the full cover is subject to the terms of the Policy, a specimen of which is available on request to the address shown below and is subject to any other additional cover that may have been agreed.

The Policy is arranged through Dive Master Insurance Consultants Limited whose address is
17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA
Telephone: +44(0)1702 476902 Facsimile: +44(0)1702 471892 Email address: sales@dive-master.net

Dive Master Insurance Consultants Limited is supervised by the United Kingdom Financial Services Authority, firm member number 306316. Lloyds (Syndicate 2147) via SVB whose address is 71 Fenchurch Street, London. EC3M 4HH provide the insurance.

Any correspondence about this Policy should in the first place be directed to your insurance agent except in respect of the complaints procedure when you should correspond directly with Dive Master Insurance Consultants but you are free to consult with your agent.

Law	The law applicable to this contract is subject to agreement and unless otherwise agreed the law applying to the contract is as follows: <ul style="list-style-type: none"> If you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named policyholder normally resides; or If you are applying for insurance protection in your capacity as a sole trader or as a company, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or if the above does not apply, the law of England and Wales.
Premium	You are responsible to Dive Master Insurance Consultants Limited for the amount of premium charged for your insurance, including all fees, taxes, charges and expenses as shown on the attached quotation letter / renewal invitation. The Insurance Premium (Taxable Insurance Contracts) Order 1994 (SI 1995/1698), Schedule 7A of the Finance Act 1995 makes underwriters responsible for insurance premium tax which shall be collected at the current rate on premium paid by you. This liability will be calculated and you agree to pay all amounts due to the Insurers.
Tax	Based on Insurers' understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your financial advisor for advice.
Language	The Policy terms and conditions are only supplied in the English language and the insurers will only communicate with you, unless they agree otherwise, in the English language.
Jurisdiction	Worldwide excluding USA or Canada, their territories or possessions.
Policy period	We cover you for the period stated on your validation card.
Cover	We will indemnify you against all sums that you shall become legally liable to pay to Third Parties in excess of the first £500 of each and every claim as a result of accidental Bodily Injury or Damage to Property occurring whilst engaged in recreational snorkel or sport diving or arising from the provision of Recreational Watersports Services up to the Limit of Indemnity shown on the Validation Card. Additionally The Company will indemnify you for any liability arising from the diving equipment provided to the participants by you for training purposes, subject always to the Conditions, Warranties and Exclusions herein up to the Limit of Indemnity shown on the Validation Card. The indemnity granted extends to any Principal as if that principal is named as an additional Insured subject always to the terms of Coverage, Warranties and Exclusions contained herein. The period of cover is for one year as specified on the Validation Card.
Exclusions	We will not indemnify you against any claim arising from: <ul style="list-style-type: none"> the use of spearguns when used in conjunction with an aqualung solo diving unless in accordance with the recommendations of your certifying association any property of goods of others in your care, custody or control any goods or products sold by you the use or occupation of any premises by you the use or operation of any motor vehicle, watercraft or aircraft by you any commercial or professional activity by you bodily injury to your employees arising out of their employment seepage, pollution or contamination ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the radio active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof any occurrence which at the time of happening would, but for the existence of this insurance, be insured under any other policy war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power legal action or claims brought against you in the United States of America or Canada, their territories or possessions.
Limit of Liability	The limit of liability for all claims will not exceed the Limit of Indemnity stated on the Validation Card.

<p>What to do if you need to make a claim</p>	<p>In the event that you become aware of an accident or occurrence that is likely to result in a claim being brought against you, you must not admit liability or make any offer, promise, or payment without the written consent of The Company. You must advise Dive Master Insurance Consultants Limited as soon as possible and provide them with all such particulars, information and assistance that they require.</p> <p>You must forward to Dive Master Insurance Consultants Limited any letter, writ, summons or any other due process as soon as received and advise them in writing immediately you have knowledge of any impending prosecution, inquest, enquiry or any other judicial proceedings arising from the accident or occurrence. It is incumbent upon you to assist The Company to recover costs against any other valid insurance policy or source which could be called into contribution.</p> <p>The Company shall be entitled at its discretion to take over and conduct in your name the defence and settlement of any claim and to prosecute at its own expense and for its benefit any claim for compensation or damages against any other party.</p> <p>The Company may at any time and at its sole discretion pay you the maximum sum insured payable in respect of any claim. The Company shall then be exempt from all future liability under this certificate.</p>
<p>Cancellation</p>	<p>The premium for this Insurance is fully earned and non returnable in the first year of cover, however there is a 14 day cooling off period which commences when you receive the policy. Thereafter on consecutive certificates provided that there have been no claims made under the Certificate, the cover may be cancelled by either party giving seven days notice in writing. Return of premium shall then be calculated at pro rata but subject to maximum return of 50%.</p>
<p>Complaints</p>	<p>The policy represents insurers' philosophy of fairness and integrity with their customer and they will provide you with a high level of service at all times.</p> <p>If at any time you are not satisfied with the service or any other aspect of your insurance you should contact Dive Master Insurance Consultants Limited by telephone to see if they can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaints in writing marking the letter "<i>For the attention of the Managing Director</i>".</p> <p>Dive Master Insurance consultants Limited will aim to resolve your complaint within five working days but if they are unable to do so they will acknowledge receipt of your complaint within that period.</p> <p>If the complaint still cannot be resolved amicably you have the right to refer your complaint to The Chief Executive, SVB Syndicates Ltd, 71 Fenchurch Street, London, EC3M 4HH and if they are not able to resolve your complaint and if you are a private policy holder or a business with a turnover of less than £1m or a charity with an annual income of less than £1m or a trustee of a trust with a net asset value of £1m and are resident in England, Scotland, Wales, Northern Ireland, you may approach the Complaint's Department at Lloyd's, 1 Lime Street, London, EC3M 7HA, telephone number 0207 327 1000.</p> <p>Under the terms of the Financial Services Ombudsman Scheme insurers must:</p> <ol style="list-style-type: none"> 1. reply to you within four weeks: and 2. resolve your complaint within eight weeks. <p>This is in addition to any other action you may subsequently wish to take including legal action.</p> <p>An application to the Financial Services Ombudsman must be made within six months of being notified of a final decision about your complaint.</p>
<p>Compensation</p>	<p>You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this policy. The levels of compensation available under the Scheme are for insurance: 100% of the first £2,000 and 90% of the remainder.</p> <p>Further information can be obtained from the Financial Services Compensation Scheme: Website: http://www.fscs.org.uk/</p> <p>In addition the Lloyds Central Fund is available to meet claims at the discretion of the Council of Lloyds.</p>