

## PRO DIVER LIABILITY – CONDITIONS OF POLICY COVER

### TERRITORIAL LIMITS

Worldwide

### LEGAL JURISDICTION

Worldwide excluding USA or Canada, their territories or possessions.

### DEFINITIONS

- **Insured** means the individual named on the Validation Card.
- **The Company** means Certain Underwriters at Lloyd's
- **Principal** means an Individual, Company, Corporate Body, or sports diving Certifying Association providing training packages or training procedures with safe recreational diving standards to the Insured, not domiciled in the USA or Canada.
- **Recreational Watersports Services** means the organisation of, supervision of, or the provision of advice or instruction in recreational snorkel or sport diving.

### THE PREMIUM

The premium for this Insurance is fully earned and non returnable in the first year of cover. 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%.

### WHAT TO DO IN THE EVENT OF AN ACCIDENT OR CLAIM

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.

You must forward to Dive Master Insurance Consultants Ltd 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 the Insured to assist the Company to recover costs against any other valid insurance policy or source which could be called into contribution.

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.

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.

### DISPUTE CLAUSE

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Company to be subject to English Law.

Each party agrees to submit to the jurisdiction of any court within England and to comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

### COVERAGE

The Company will indemnify the Insured against all sums that the Insured 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 up to the Limit of Indemnity shown on the Validation Card.

Additionally the Company will indemnify the Insured for any liability arising from the diving equipment provided to the participants by the Insured 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.

Legal fees and other costs incurred in the legal defence of the Insured shall be payable in addition to the Limit of Indemnity shown on the Validation Card.

### WARRANTIES

For coverage to be available to you, it is a fundamental requirement of this Insurance that: Recreational snorkel or sport diving activities are carried out in accordance with the guidelines and recommendations for safe diving practices as laid down by your certifying authority; Diving equipment including compressors, air cylinders or air receivers be maintained to standards recommended by the applicable certifying authority and current test certificates or statutory inspection reports be available.

### EXCLUSIONS

The Company will not indemnify you against any claim arising from:

- 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 or Goods of others in your care, custody or control;
- Any Goods or Products sold by you or loaned to others whilst not under your supervision;
- The use or occupation of any premises by you;
- The use or operation of any motor vehicle, watercraft or aircraft by you;
- Any professional or commercial activities by you other than instructing, dive guiding or teaching recreational snorkel or sport diving;
- Bodily injury to your employees arising out of their employment unless this category of cover is selected and the additional premium paid;
- Seepage, pollution or contamination;
- Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or 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.

### COMPLAINTS PROCEDURE

Any complaint you may have regarding your policy should be sent in the first instance to Dive Master Insurance Consultants Limited.

Otherwise, if you wish to make a complaint concerning your policy you should contact the Chief Executive, SVB Syndicates Limited, 71 Fenchurch Street, London EC3M 5HH.

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Complaints Department at Lloyd's. Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel No: 0207 327 5693; Fax No: 0207 327 5225:

E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Finally, in the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process. This complaints procedure is without prejudice to your right to take legal proceedings.

**This product is not available to you if you are ordinarily resident in the United States of America or Canada, their territories or possessions.**

### PREMIUM

**Instructor Premium: £75 Limit of Indemnity £3,000,000**  
**Instructor Premium: £85 Limit of Indemnity £5,000,000**  
**Assistant Instructor Premium £50 Limit of Indemnity £3,000,000**  
**Assistant Instructor Premium £60 Limit of Indemnity £5,000,000**  
**Premium Tax will be added according to your country of residence**

This insurance is arranged and issued by:

**DIVE MASTER INSURANCE CONSULTANTS LTD.**  
**17-23 Rectory Grove, Leigh-On-Sea, Essex SS9 2HA**  
**Tel:(+44) 01702 476902 Fax:(+44) 01702 471892**  
**e-mail: [sales@dive-master.net](mailto:sales@dive-master.net)**

with certain Underwriters at Lloyds.