

DIVE MASTER EQUIPMENT INSURANCE - POLICY WORDING

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

- I. "THE UNDERWRITERS" means Certain Underwriters at Lloyds.
- II. "THE INSURED" means the Individual, Group, Club, Company, School or Association specified on this Certificate.
- III. "SUB AQUA ACTIVITIES" means when the Insured is wholly or partially immersed in water for the purposes of SPORTS DIVING.
- IV. "SPORTS DIVING" means recreational diving or instruction in recreational diving (if the policy is endorsed to allow this) using standard manufacturers diving equipment.
- V. "ACCIDENTAL LOSS" means loss as a result of a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- VI. "TRANSIT" means the carriage of the insured property from its PLACE OF STORAGE and with the insured in attendance during the carriage 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.
- VII. "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.
- VIII. "OVERNIGHT STORAGE IN A VEHICLE" means that provided there is no alternative PLACE OF STORAGE at the end of a TRANSIT then this cover will extend to storing the insured equipment in a locked and secure motorcar boot or commercial van. The items being kept out of view whilst so stored.
- IX. "PLACE OF STORAGE" means the insured equipment is kept in a locked and secure building or a boat cabin or boat locker on vessels in excess of 9 metres in length within an enclosed wheelhouse or other means of lockable storage onboard.
- X. "AUTHORITATIVE DIVING BODIES" means recognized National and/or International controlling Organisations, or Organisations affiliated to C.M.A.S. or the R.S.T.C. who provide guidelines and recommendations to their membership for safe diving practice.
- XI. "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 his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

CONDITIONS

This Section explains how the cover operates.

The UNDERWRITERS will indemnify THE INSURED against theft of and ACCIDENTAL LOSS and damage to diving equipment (not excluded see Exclusions Section) being the property of THE INSURED as stated on the Schedule and unspecified items up to the Sum Insured that is stated on the Schedule.

The equipment is covered only in A PLACE OF STORAGE, during SUB AQUA ACTIVITIES and in TRANSIT to and from WHILST WITH THE INSURED.

There is no cover for any item with a value in excess of € 150.- unless it is declared on the Schedules. If during the term of the Policy THE INSURED purchases any new items or replaces any declared items with another, then notice must be given to Insurers in writing of the addition/alteration to be made to the Schedules before cover extends to the additional/replacement item.

Subject to the correct premium having been paid and not to exceed the total sum insured, claim settlement shall be based on replacement value. In the event of any under insurance the principle of AVERAGE shall be applied.

THE UNDERWRITERS hold the right to replace, reinstate or repair lost, damaged or stolen items at their option. Reinstatement/repair of equipment as nearly as reasonably practicable to be deemed sufficient, notwithstanding that the former appearance and condition of the property may not be precisely restored.

THE UNDERWRITERS hold the right to decide when equipment is to be considered a "write off". All equipment written off becomes the sole property of THE UNDERWRITERS for their disposal in any manner they see fit.

This insurance covers the deliberate jettisoning of the equipment insured during SUB AQUA ACTIVITIES should an emergency demand such action.

THE INSURED consents to giving all reasonable assistance to THE UNDERWRITERS 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 UNDERWRITERS.

This insurance 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.

It is incumbent upon THE INSURED to assist THE UNDERWRITERS to recover against any other valid insurance policy or source which could be called into contribution.

This Certificate may be cancelled by either party giving seven days notice in writing. Provided that there have been no claims made under the Certificate, return of premium shall be calculated at pro-rata but subject to a maximum return of premium of 50%.

CAMERA CLAUSE

It is hereby noted and agreed that in consideration for the additional premium paid the list of underwater photographic equipment captioned on the Camera Equipment Section of this Proposal Form is covered by the full benefit of this certificate and is extended to include damage as a result of unexplained flooding, but only if evidence is supplied that the damaged items have been serviced in accordance with manufacturers/suppliers recommendations and that after flooding "First Aid" to the damaged unit is carried out in accordance with the manufacturers recommendation. Additionally the damaged unit must be submitted to a recognised service agent of the manufacturer for repair as soon as practically possible.

HIRE EQUIPMENT ENDORSEMENT

This policy provides cover up to € 30.- per day (€ 210.- in total) for the cost of hiring diving equipment, if as the result of a covered loss under this Insurance you are required to hire replacement diving equipment in order to attend a dive training course or dive holiday that was pre booked and pre paid prior to the loss occurring.

EXCESSES & DEDUCTIBLES

This Section explains that you are responsible for the first part of each and every claim (the Excess).

THE INSURED shall pay the first amount of each claim in the sum of € 55.- after any condition of AVERAGE has been applied.

EXCLUSIONS

This Section explains what this insurance does not cover. EXCLUDING:

1. Theft unless there is physical evidence of a forcible and violent entry into or exit from a PLACE OF STORAGE, or from a locked and secure vehicle whilst in TRANSIT with THE INSURED.
2. Theft unless the insured equipment is in the care and custody of an airline or carrier at an airport of departure or arrival WHILST WITH THE INSURED; or stored in a vehicle as defined in "Definitions" number viii".
3. Any claim that is not notified to us by way of a completed claim form within 31 days from the date of the claim arising.
4. Wear, tear, the effects of salt water and other gradually operating causes.
5. Latent defect, inherent fault, faulty workmanship or materials.
6. Any process of servicing, repairing or cleaning, or as the result of unauthorised interference or adjustment of any part of the property.
7. Electrical or mechanical breakdown or derangement.
8. Requisition, confiscation or similar action by order of any Government, Customs or like authorities.
9. Riot or civil commotion outside the European Union.
10. Claims on diving cylinders without current test certificates (certificates to be produced upon request).
11. Personal effects.
12. 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.
13. Loss or damage caused by willful misconduct or lack of due diligence by the insured.
14. Legal liability.
15. Claims arising as a result of solo diving, unless in accordance with the recommendations of your certifying association.
16. Photographic and video equipment unless this Certificate is extended to cover such items by way of the additional premium being paid and the Camera Schedule 2.) having been completed.
17. **Data Recognition Exclusion** – Special Note: Any claim or expense arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise the change to the year 2000 or any other date change.
18. Watches with a value in excess of €1000.

WARRANTIES

This Section explains that you must comply with these requirements (Warranties) to make the Conditions operate. Please note that any breach of these Warranties may invalidate your policy. IT IS WARRANTED THAT

- A. The Equipment must be maintained in a serviceable condition to accepted diving standards.
- B. 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.
- C. Ancillary items of equipment i.e. torches, knives, computers and cameras etc. are attached to the diver by way of wrist strap, lanyard or leash during SUB AQUA ACTIVITIES.
- D. "Overnight Storage in a Vehicle" is subject to the circumstances as defined in viii DEFINITIONS. At all other times it is warranted that all diving equipment must be removed from the carrying vehicle at the end of each TRANSIT and put into a PLACE OF STORAGE.

TERRITORIAL LIMITS

Annual cover throughout the European Union and including up to 90 days World Wide in any one period of insurance.

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. Obtain a claim form direct from Dive Master Insurance Consultants Ltd.
2. Complete and forward the claim form to us within 31 days.
3. In the event of damage, take your equipment to your local dive shop for an inspection and estimate if necessary.
4. In respect of ACCIDENTAL LOSS of items over €150.- in value these must be reported to the Police Station nearest to the location of the loss within 31 days of the loss occurring, together with a description and value of the missing item(s) and any serial number(s) applicable.
5. Theft must be reported immediately to the nearest Police Station giving a description of the stolen item(s) and value(s). Any identifying marks and serial numbers must be given to the Police in writing within 31 days of the theft occurring. A Crime Report number must be obtained and notified to us on a completed claim form within 31 days of the theft occurring.

STATUTORY NOTICE

- The Parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary by Underwriters, this Insurance shall be subject to English Law.
- Any enquiry or complaint you may have regarding this insurance may be addressed to Dive Master Insurance Consultants Ltd., Kingsbridge House, 17-23 Rectory Grove, Leigh-on-Sea, ESSEX SS9 2HA.
- If you are not satisfied with the manner in which your claim has been dealt with, you may contact Lloyds, 1 Lime Street, London, EC3M 7HA.
- If the matter is not resolved to your satisfaction, you have the right to refer the matter to the Financial Ombudsman Services. Their address is: Financial Ombudsman Services, South Quay Plaza, 183 March Wall, London E14 9SR.