

About Our Insurance Services

Dive Master Insurance Consultants Limited

Pro Diver Liability Insurance

Policy Summary



The information provided in this Key Facts document is key information which you should read.

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 online or upon request to the address shown below and is subject to any other additional cover that may have been agreed.

The Insurance cover from the Policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your Policy Schedule periodically to ensure adequacy of cover.

This policy is underwritten by Dive Master Insurance Consultants Limited on behalf of DTW 1991 Underwriting Limited.

This policy is insured 100% by Syndicate DTW1991 at Lloyd's managed by R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 595659.

Significant Features and Benefits of Cover

This policy provides cover for Public Liability and will cover you against all sums that you shall become legally liable to pay to Third Parties in excess of the first \$1000 of each and every claim as a result of accidental Bodily Injury or Damage to Property occurring whilst engaged or instructing in recreational snorkel or sport diving.

Cover provided by this policy is extended for:

- Any principal of the insured where liability arises solely out of such recreational snorkel or sport diving
- Liability arising from any instruction or advice given by or on behalf of the insured in the course of such recreational snorkel or sport diving
- Liability arising out of the use of standard manufacturers diving equipment and breathing gases supplied to a participant

The limit of liability under this policy is \$10,000,000 or as specified in the schedule within the certificate for any one occurrence with coverage for unlimited legal representation costs and expenses in addition.

Excess \$1,000 any one claim

Claims Jurisdiction Worldwide but excluding North America.

Territorial Limits Worldwide but excluding North America.

Significant or Unusual Provisions and Exclusions that apply to this insurance This policy is always subject to certain Provisions and Exclusions. This policy excludes and does not cover any claim arising or resulting from the following: Advice, design or plans provided for a fee • AIDS and illness • Ownership or use of Aircraft and watercraft • Asbestos • Assault and battery and abuse • Ownership or use of mechanically propelled vehicles other than diver propulsion vehicles • Claims brought in North America or that falls under the jurisdiction of North America • Commercial Diving • Construction, repair or installation work on vessels • Employee accidents • Employment disputes • Fungus, mould, spores • Legionella • Libel and slander • Use of heat • Use of spearguns when used in conjunction with an aqualung • Solo diving unless in accordance with the recommendations of the insured's certifying association • Products or goods sold • War or terrorism. This is not an exhaustive list of Exclusions and Provisions that apply to this policy and it is advisable that you consult the **PRO DIVER LIABILITY INSURANCE POLICY WORDING** for details of all Exclusions and Provisions that will apply to this policy.

How to make a claim

You should give notice in writing to the insurer as soon as practical but in any event within thirty (30) days from receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged bodily injury or within thirty (30) days on the actual knowledge of any death or bodily injury to any person.

Please contact: Syndicate Claims Manager, Syndicate DTW1991, R&Q Managing Agency Limited, 5th Floor Fountain House, 130 Fenchurch Street, London, EC3M 5DJ

Tel: +44(0) 20 7780 5850 Fax: +44 (0) 20 7283 9872 Email: newclaims@DTW1991.com

Complaints

There are established procedures for dealing with complaints and disputes regarding **insured's** policies or claims. All policyholders can take advantage of the complaints service.

Step 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to the **insured's** Lloyd's insurance intermediary ("the coverholder"), Divemaster Insurance Consultants Limited.

They will respond to a complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with the **insured**. The **insured** will also be kept informed of the progress of the **insured's** complaint.

Step 2

In the unlikely event that this does not resolve the matter or the **insured** is not satisfied with the way the complaint has been dealt with, the **insured** should contact the Lloyd's General Representative in Australia at:

Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 21
123 Pitt Street
Sydney NSW2000
Australia

Telephone: (02) 9223 1433
Facsimile: (02) 9223 1466
Email: Christopher.mackinnon@lloyds.com

The following information may be required:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved
- Details of the policy concerned (policy and/or claim reference numbers, etc)
- Name and address of the insurance intermediary through whom the policy was obtained
- Details of the reasons for lodging the dispute
- Copies of any supporting documentation you believe may assist the insurer in addressing the **insured's** dispute appropriately.

Following receipt of the **insured's** dispute, the **insured** will be advised whether the dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- Where the **insured** is a retail client and the dispute is eligible for referral to the Financial Ombudsman Service (FOS), the **insured's** dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with the **insured's** dispute.
- Where the **insured** is a retail client and the dispute is not eligible for referral to the FOS, or where the **insured** is a wholesale client, Lloyd's Australia will refer the dispute to the Lloyd's Policyholder & Market Assistance Department upon the **insurer's** request.

How long will step two take?

The **insured's** dispute will be acknowledged in writing within 5 business days of receipt. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases the **insured** will receive a full written response to the dispute within 15 business days of receipt by Lloyd's Australia Limited. The insured will be kept fully advised of all developments.

Step 3

If the **insured's** dispute is not resolved in a manner satisfactory to the **insured**, a dispute may be lodged with the Financial Ombudsman Service (FOS). FOS is an independent body that operates nationally in Australia and aims to resolve disputes between the **insured** and their insurer. The **insured's** dispute must be referred to the FOS within 2 years of Lloyd's Australia's final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6

months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to the **insured**.

How much will this procedure cost you?

This service is free of charge to policyholders