

**Westfield Sub Aqua & Marine Insurance Services Limited**  
**Diving Equipment Insurance.**

**SCHEDULE**

**Certificate number:** SAC218/16/18/«NEW CERT No»

**Contract / UMR number:** PA999AHU2018 / B6038PA999AHU2018

**Period of Insurance:** 12 months commencing on the: «RENEWAL DATE» and ending on the **XXXX**, both dates inclusive, Greenwich Mean Time.

**Territorial limits:** This Insurance shall only be operative in England, Wales, Scotland, Northern Ireland and the Channel Islands, but is extended to include up to a maximum of 90 days outside these limits during the Period of Insurance.

**Name of Dive Club/ Association :**

«CLUB NAME»

«SURNAME»

**Address :** «ADDRESS »,«ADDRESS1»

«ADDRESS2»,«ADDRESS3»

«POSTCODE»

**Date of Issue :**«DATE RECEIVED»

**Premium :** «TOTAL PREMIUM», Including Insurance Premium Tax of «IPT TAX», & Policy Fee of GBP«Cert Chrg».

**SCHEDULE OF COMPENSATION**

		Sum Insured up to:
Part A		«SUMS INSURED»
	Single item limit for unspecified items	GBP150
	Single item limit for specified items(as per the attached equipment schedule)	GBP2,500
Section 1	Theft	
Section 2	Accidental Loss or Damage	
Section 3	Emergency Jettison	
Section 4	Transit Cover	
Part B		
	Hire of Diving Equipment	GBP25 per day up to a maximum of GBP200

In Witness whereof, this Certificate has been signed by: -

Westfield Sub Aqua & Marine Insurance Services Limited  
Clasford Lodge, Clasford Farm, Aldershot Road, Guildford, Surrey, GU3 3HQ

Authorised and Regulated by the Financial Conduct Authority

**THIS IS TO CERTIFY** that in accordance with the authorisation granted to Westfield Sub Aqua & Marine Insurance Services Limited (who administer this Insurance on behalf of Underwriters) under a Contract (the number of which is specified in the Schedule) by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

This Certificate insures only those items which have a **Sum Insured** entered by them in the Schedule. Items not insured have the words "NOT COVERED" by them.

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### **DEFINITIONS**

Listed below are words that have the same specific meaning throughout this Certificate. Defined words will be shown in bold wherever they appear.

**"DIVING EQUIPMENT"** means all equipment, including underwater camera equipment (that has been insured and premium charged for) that is designed and manufactured for underwater sport diving activities, with the exclusion of any surface vehicle.

**"INSURED"** means the diving club/association shown in the Schedule.

**"SUM INSURED"** means the limit of Underwriters liability, as shown in the Schedule and any attaching endorsement.

**"UNATTENDED"** an article will be deemed to be unattended if it is not close enough to the **Insured** for him to prevent unauthorised interference with such article by a third party. This shall not include baggage left in the custody of a carrier, a locked building, house, garage, boat cabin or locker, hotel room, boot of a car or panel van where the property or equipment is out of sight.

## **GENERAL CONDITIONS**

(applicable to the whole insurance)

### **Fraudulent Claims**

If the **Insured**, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the insurance will become invalid in respect of that **Insured**. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that **Insured Person**, but can retain any premium paid.

### **Cancellation Of This Insurance**

The **Insured** can cancel this Insurance from commencement and receive a full refund of premium and tax if the Certificate and Schedule is returned to Westfield Sub Aqua & Marine Insurance Services Limited within 14 days of receipt.

There will be no refund after this time or if a claim is made. However should the **Insured** believe that there are legitimate reasons to have cancelled mid-term, then they may request a refund and this will be considered at the Underwriters' discretion.

### **Information Given To The Underwriters**

In deciding to accept this Insurance and in setting the terms and premium, the Underwriters have relied on information given by the **Insured**. The **Insured** must ensure that all information provided is accurate and complete.

If it is established that the **Insured** deliberately or recklessly provided false or misleading information, the Underwriters will treat this Insurance as if it never existed, decline all claims and retain any premium paid.

If it is established that the **Insured** were careless in providing the information relied upon in accepting this Insurance and setting its terms and premium, the Underwriters will: -

- Treat this Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of this Insurance (which may include charging more for this Insurance). The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured's** carelessness, or
- Reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or Westfield Sub Aqua & Marine Insurance Services Limited will write to the **Insured** if any of these actions are taken.

### **Reasonable Precautions**

The **Insured** are required to take all reasonable precautions to protect their members, safeguard their property and keep such property in good repair as though they are uninsured.

### **Subrogation**

The Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The **Insured** shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

### **Non Payment Of Premium**

If the premium has not been paid to Westfield Sub Aqua & Marine Insurance Services Limited within the payment terms agreed between the **Insured** and Westfield Sub Aqua & Marine Insurance Services Limited, then the Underwriters reserve the right to cancel this Insurance from inception as though cover was not taken up. The Underwriters or Westfield Sub Aqua & Marine Insurance Services Limited will write to the **Insured** if this action is taken.

This does not affect your statutory rights.

**GENERAL EXCLUSIONS**  
(applicable to the whole insurance)

The Underwriters shall not be liable for any claim: -

1. Arising from sub-aqua activities where use of the **Insured's Diving Equipment** does not comply with the current safety recommendations of the **Insured's** diving association.
2. Where the **Insured's Diving Equipment** is not being used for recreational, private, pleasure and amateur purposes only, other than where instructors are teaching diving for recreational, private, pleasure and amateur purposes

**Claims Administrators**

All claims should be notified promptly to: -

Accident & Health Claims Services LLP  
7-8 Ducketts Wharf  
South Street  
Bishops Stortford  
Hertfordshire  
CM23 3AR

Tel: +44 (0) 1279 713 860

email: [claims@ahclaimsservices.com](mailto:claims@ahclaimsservices.com)

The **Insured** shall provide the Claims Administrators any documentation or assistance that may be required to substantiate a claim hereunder.

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

**Compensation**

Lloyd's insurers are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from:

Financial Services Compensation Scheme  
10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Notice to the Assured / Insured Person

### Law Applicable

The cover referred to in this Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

### Complaints Procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

The Complaints Department, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD  
Email: [complaints@arkunderwriting.com](mailto:complaints@arkunderwriting.com)

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN  
Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.  
Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or  
0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Further information is available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaint procedure is without prejudice to your right to take legal proceedings.

### Amendments to this Certificate

Should the **Insured** wish to amend this Insurance, notification of such amendment should be given to Westfield Sub Aqua & Marine Insurance Services Limited.

### Are there charges for cancellation or amendment?

There may be a charge payable to Westfield Sub Aqua & Marine Insurance Services Limited for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

### Data Protection Clause

It is understood by the Insured Person that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims or complaints. This may necessitate providing such information to third parties, although the protection provided by the Act shall still apply.

### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.

## **PART A**

### **SECTION 1- THEFT**

The Underwriters will pay up to the **Sum Insured** in the event of theft of the **Insured** 's own **Diving Equipment** during the Period of Insurance, where force or violence or threat thereof has been shown.

#### **EXCLUSIONS**

The Underwriters will not be liable to pay for:-

- i. The first GBP50 of each and every loss.
- ii. Any claim for **Diving Equipment** left **Unattended**.
- iii. Any claim not reported to the Police within 24 hours of discovery and a Police incident number obtained or equivalent confirmation in accordance with local custom or practice.
- iv. Any claim arising from the confiscation or detention by customs or any other authority.
- v. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.

### **SECTION 2 – ACCIDENTAL LOSS OR DAMAGE**

The Underwriters will pay up to the **Sum Insured** in the event of the accidental loss or damage of the **Insured** 's own **Diving Equipment** during the Period of Insurance.

#### **EXCLUSIONS**

The Underwriters will not be liable to pay for:-

- i. The first GBP25 of each and every loss, each **Insured**.
- ii. Any claim for **Diving Equipment** left **Unattended**.
- iii. Any claim for loss of **Diving Equipment** which has not been reported to the Police within 7 days of discovery and a Police incident number obtained or equivalent confirmation in accordance with local custom or practice.
- iv. Any claim arising from confiscation or detention by customs or any other authority.
- v. Any claim for loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a report obtained.
- vi. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
- vii. Any claim due to wear and tear, gradually operating causes including the effects of salt water, latent defect, inherent fault, faulty workmanship or materials.
- viii. Any claim due to the process of cleaning, servicing, repairing or unauthorised interference or adjustment.
- ix. Any claim arising from mechanical or electrical breakdown.
- x. Any claim where the **Diving Equipment** has not been used or serviced in accordance with the manufacturer's recommendations.
- xi. Any claim for flooding of camera equipment unless in conjunction with accidental damage.
- xii. Any claim resulting from theft.

### **SECTION 3 - EMERGENCY JETTISON**

The Underwriters will pay up to the **Sum Insured** in the event of the emergency jettison of the **Insured**'s own **Diving Equipment**, whilst actually in use, during the Period of Insurance.

#### **EXCLUSIONS**

The Underwriters will not be liable to pay for:-

- i. The first GBP25 of each and every loss, each **Insured**.
- ii. Any claim not reported to the Police or Local Authority within 7 days and a statement obtained.
- iii. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
- iv. Any claim arising from mechanical or electrical breakdown.
- v. Any claim where the **Diving Equipment** has not been used or serviced in accordance with the manufacturer's recommendations.

## **PART A** (continued)

### **SECTION 4 - TRANSIT COVER**

The Underwriters will pay up to the **Sum Insured** in the event of the accidental loss or damage of the **Insured's** own **Diving Equipment** whilst in transit by air, sea or road, whether in the custody of the **Insured** or not, during the Period of Insurance.

### **EXCLUSIONS**

The Underwriters will not be liable to pay for:-

- i. The first GBP25 of each and every loss, each **Insured**.
- ii. Any claim not reported to the Police within 24 hours of discovery and a Police statement obtained.
- iii. Any claim for loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a report obtained.
- iv. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
- v. Any claim for **Diving Equipment** left **Unattended** in a motor vehicle unless in a locked boot of a car or panel van where the **Diving Equipment** is out of sight.
- vi. Any claim resulting from theft.

### **SPECIAL CONDITIONS APPLICABLE TO ALL SECTIONS OF PART A**

#### **Equipment Covered**

The Underwriters will only indemnify the **Insured** for their own equipment.

#### **The Maximum Amount The Underwriters Will Pay**

The maximum amount the Underwriters will pay under this Insurance is the **Sum Insured**, unless agreed by Endorsement and the appropriate premium paid..

#### **Limit For Each Item**

The maximum amount payable by the Underwriters for any one item, pair or set of articles will be GBP150 unless it has been declared to and agreed by Westfield Sub Aqua & Marine Insurance Services Limited.

#### **Changes To Equipment Covered Under This Insurance**

It is the **Insured**'s responsibility to advise Westfield Sub Aqua & Marine Insurance Services Limited of any changes within the equipment schedule, i.e. purchase of new items during the Period of Insurance. Cover will then only be provided on the new item of equipment or replacement equipment once the additional premium has been paid, and the amendment endorsement has been issued.

#### **How Claims For Diving Equipment Are Administered**

In the event of a claim, this Insurance is based on "new for old" if the **Diving Equipment** has been insured for the correct replacement value and is under two years of age. For **Diving Equipment** that is 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 deduction of 40%. Settlement in any case would not exceed the **Sum Insured** for such an item.

#### **Replacement Of Items**

In the event of a claim, the Underwriters reserve the right to replace any of the diving equipment via their own supplier, with the same model or its nearest replacement should the item have been discontinued.

#### **Other Insurances You May Have**

The **Insured** is required to advise Westfield Sub Aqua & Marine Insurance Services Limited of any other insurance which may be in force and covering the item in question at the time of a claim.

## **PART B**

### **HIRE OF DIVING EQUIPMENT**

The Underwriters will pay up to GBP25 per day, subject to a maximum of GBP200 in total, for the cost of hiring **Diving Equipment**, if as a result of a loss admitted under Part A of this Insurance, the **Insured** has to hire replacement **Diving Equipment**, in order to attend a dive holiday that was pre-booked and pre-paid at the time of such loss under Part A.

Westfield Equipment Club Cert 2018v1