

## **Sports Divers Equipment Insurance Summary**

**The following summary does not contain the full terms and conditions of the contract, which can be found in the Insurance Certificate. The summary does not form part of your contract of insurance.**

### **About your Insurance...**

This Insurance is underwritten by the Association of Underwriters known as Lloyd's, led by Syndicate 4020.

### **Benefits provided... (note that all sections are subject to exclusions)**

The following is a summary of the main benefits applicable to each Insured Person, the Insurance Certificate/Schedule will show the full details of the insurance provided: -

- PART A: Sum insured variable depending on premium paid**  
**Single item limit for unspecified items: Up to GBP 150**  
**Single item limit for specified items: Up to GBP 2,500**  
**Single item limit for Re-Breathers that have been specified: Up to GBP7,500**

#### **THEFT**

To cover forcible and/or violent theft of your diving equipment.  
Excluding the first GBP50 each insured person, each claim.

#### **ACCIDENTAL LOSS OR DAMAGE**

To cover loss or accidental damage to your diving equipment.  
Excluding the first GBP25 each insured person, each claim.

#### **EMERGENCY JETTISON**

Cover in the event of emergency jettison of your diving equipment whilst in use.  
Excluding the first GBP25 each insured person, each claim.

#### **TRANSIT COVER**

To cover accidental loss or damage to your diving equipment whilst in transit by air, sea or road, whether in your custody or in the custody of the carrier.  
Excluding the first GBP25 each insured person, each claim.

### **PART B: HIRE OF DIVING EQUIPMENT. GBP25 per day up to a maximum of GBP200.**

To cover the cost of hiring diving equipment following a loss under Part A.

### **PART C: PERSONAL ACCIDENT. Up to GBP5,000.**

Payable in event of accidental death or permanent total disablement whilst participating in sub-aqua activities.

### **Period of Insurance...**

The Period of Insurance, during which all benefits are operative, will be shown in the Insurance Schedule provided to you when you arrange the cover. The insurance is issued for a period of 12 months. Territorial limits are England, Wales, Scotland, Northern Ireland and the Channel Islands but extended to include up to a maximum of 90 days outside this territorial limit during the Period of Insurance.

### **Cancellation...**

See the General Conditions section of this document.

### **Claims...**

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 Person 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  
15 St Botolph Street  
London EC3A 7QU

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **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.

### **Complaints...**

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)

## **GENERAL CONDITIONS** (applicable to the whole insurance)

### **Fraudulent Claims**

If the Insured Person, 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 Person. 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 Person 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.

After this time, the Insured Person may cancel this Insurance by returning this Certificate to Westfield Sub Aqua & Marine Insurance Services Limited, The Insurance will then be cancelled on the basis of a pro-rata return of premium provided there is no claim paid or outstanding, in which case no refund will be offered.

### **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 Person. The Insured Person must ensure that all information provided is accurate and complete.

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

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

- Treat the 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 the 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 Person'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 Person if any of these actions are taken.

### **Reasonable Precautions**

The Insured Person is required to take all reasonable precautions to protect themselves, 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 Person'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 Person 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 Person and Westfield Sub Aqua & Marine Insurance Services Limited, then the Underwriters reserve the right to cancel the 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 Person if this action is taken.

This does not affect your statutory rights.

### **Amendments to the Certificate**

Should the Insured Person wish to amend the 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 Westfield Sub Aqua & Marine Insurance Services Limited at the time of the notification.

### **Main Exclusions...**

THIS IS NOT AN EXHAUSTIVE LIST. A copy of the full contract of insurance may be seen upon application to Westfield Sub Aqua & Marine Insurance Services Limited.

#### **Applicable to the whole insurance:**

- Arising from sub-aqua activities where the Insured Person's failure to comply with the current safety recommendations of the Insured Person's diving association.
- Where the Insured Person's sub-aqua activities are not for private, pleasure and amateur purposes only.

#### **In respect of PART A Section 1, Theft:**

- The first GBP50 of each and every loss.
- Any claim for Diving Equipment left Unattended.
- 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.
- Any claim arising from the confiscation or detention by customs or any other authority.
- Any claim in respect of Diving Equipment otherwise insured, whether specifically or not.

#### **In respect of PART A Section 2, Accidental Loss or Damage:**

- The first GBP25 of each and every loss, each Insured Person.
- Any claim for Diving Equipment left Unattended.
- 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.
- Any claim arising from confiscation or detention by customs or any other authority.
- 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.
- Any claim in respect of Diving Equipment otherwise insured, whether specifically or not.
- Any claim due to wear and tear, gradually operating causes including the effects of salt water, latent defect, inherent fault, faulty workmanship or materials.
- Any claim due to the process of cleaning, servicing, repairing or unauthorised interference or adjustment.
- Any claim arising from mechanical or electrical breakdown.
- Any claim where the Diving Equipment has not been used or serviced in accordance with the manufacturer's recommendations.
- Any claim for flooding of camera equipment unless in conjunction with accidental damage.
- Theft.

#### **In respect of PART A Section 3, Emergency Jettison:**

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

#### **In respect of PART A Section 4, Transit Cover:**

- The first GBP25 of each and every loss, each Insured Person.
- Any claim for loss not reported to the Police within 24 hours of discovery and a Police statement obtained.
- 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.
- Any claim in respect of Diving Equipment otherwise insured, whether specifically or not.
- 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.
- Theft.