



Diving Equipment

Certificate of Insurance

Underwritten by certain underwriters at Lloyd's in respect of syndicate 4020, incorporated in the United Kingdom

THIS IS TO CERTIFY that in accordance with the authorisation granted to Accident & Health Underwriting 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 provided thereon and subject to the terms, Definitions, Conditions and Exclusions contained in this Certificate of Insurance, listed in the Schedule or as amended by any Endorsement attaching to the Schedule..

The cover provided by this Certificate applies to the **Insured Person(s)** for their individual interests. However, where an **Assured** is shown in the Schedule, the cover provided by this Certificate applies to the **Assured** on behalf of the **Insured Person**.

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

THE INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND ATTACHING SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT, PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT FOR ALTERATION.

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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.

“**ASSURED**” means the company, organisation or individual shown in the Schedule.

“**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 PERSON**” means the person named 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 Person** 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 EXCLUSIONS

The Underwriters shall not be liable for any claim: -

1. Arising from sub-aqua activities where the **Insured Person** fails to comply with the current safety recommendations of the **Insured Person's** diving association.
2. Where the **Insured Person's** sub-aqua activities are not for recreational, private, pleasure and amateur purposes only, other than instructors teaching diving for recreational, private, pleasure and amateur purposes.
3. In respect of:
 - (a) Cyber
Loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.
 - (b) Electronic Data
Loss of or damage to any electronic data (for example files or images) wherever it is stored.

CONDITION PRECEDENT

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 this 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 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 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 the Agent shown in the Schedule will write to the **Insured Person** if any of these actions are taken.

GENERAL CONDITIONS

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

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the **Insured Person** 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.

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 the Agent within the payment terms agreed between the **Insured Person** and the Agent, then the Underwriters reserve the right to cancel this Insurance from inception as though cover was not taken up. The Agent will write to the **Insured Person** if this action is taken.

This does not affect your statutory rights.

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

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
PO Box 300, Mitcheldean, GL17 1DY
Telephone +44 (0)800 678 1100
Website: www.fscs.org.uk

Notice to the Assured / Insured Person

Law Applicable

The cover referred to in this Insurance is subject to the laws of England and Wales and English and Welsh 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.

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

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
Website: <https://www.lloyds.com/resources-and-services/make-a-complaint/complaints-handling>

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

Further information is available at: 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 Person** wish to amend this Insurance, notification of such amendment should be given to your Insurance Agent.

Are there charges for cancellation or amendment?

There may be a charge payable to your Insurance Agent for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by your Insurance Agent at the time of the notification.

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.

DATA PROTECTION CLAUSE

The **Assured** and/or **Insured Persons** should understand that any information about them will be processed by the Underwriters in compliance with the General Data Protection Regulation ((EU) 2016/679), for as long as this is directly applicable to the UK, and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

YOUR PERSONAL INFORMATION NOTICE

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

You provide and we collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that you arranged your insurance with.

Our contact details:

The Data Protection Manager
Accident & Health Underwriting Limited
7-8 Ducketts Wharf
South Street
Bishop's Stortford
Hertfordshire, CM23 3AR

Tel: +44 (0) 1279 712900
Email: gdprenquiries@ahulimited.com

Underwriters' contact details:

FAO: Data Protection Manager
Ark Syndicate Management Limited
30 Fenchurch Avenue
London
EC3M 5AD

Tel: +44 (0) 2030 234020
Email: arkGDPR@arkunderwriting.com

Underwriters' Privacy Notice will be provided on request, but it can be found by following the link https://arkunderwriting.com/privacy_notice_insured/ or by clicking the GDPR button on the following home page <https://arkunderwriting.com>

PART A

SECTION 1- THEFT

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

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP50 of each and every loss.
2. Any claim for **Diving Equipment** left **Unattended**.
3. Any claim not reported to the Police as soon as practicably possible, and a Police incident number obtained or equivalent confirmation in accordance with local custom or practice.
4. Any claim arising from the confiscation or detention by customs or any other authority.
5. 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 Person's** own **Diving Equipment** during the Period of Insurance.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP25 of each and every loss, each **Insured Person**.
2. Any claim for **Diving Equipment** left **Unattended**.
3. Any claim for loss of **Diving Equipment** which has not been reported to the Police as soon as practicably possible and a Police incident number obtained or equivalent confirmation in accordance with local custom or practice.
4. Any claim arising from confiscation or detention by customs or any other authority.
5. 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.
6. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
7. Any claim due to wear and tear, gradually operating causes including the effects of salt water, latent defect, inherent fault, faulty workmanship or materials.
8. Any claim due to the process of cleaning, servicing, repairing or unauthorised interference or adjustment.
9. Any claim arising from mechanical or electrical breakdown.
10. Any claim where the **Diving Equipment** has not been used or serviced in accordance with the manufacturer's recommendations.
11. Any claim for flooding of camera equipment unless in conjunction with accidental damage.
12. 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 Person's** own **Diving Equipment** whilst in use, during the Period of Insurance.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP25 of each and every loss, each **Insured Person**.
2. Any claim not reported to the Police or Local Authority as soon as practicably possible, and a statement obtained.
3. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
4. Any claim arising from mechanical or electrical breakdown.
5. 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 Person's** own **Diving Equipment** whilst in transit by air, sea or road, whether in the custody of the **Insured Person** or not, during the Period of Insurance.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP25 of each and every loss, each **Insured Person**.
2. Any claim not reported to the Police as soon as practicably possible, and a Police statement obtained.
3. 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.
4. Any claim in respect of **Diving Equipment** otherwise insured, whether specifically or not.
5. 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.
6. Any claim resulting from theft.

SPECIAL CONDITIONS APPLICABLE TO ALL SECTIONS OF PART A

Equipment Covered

The Underwriters will only indemnify the **Insured Person** 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 your Insurance Agent.

Changes To Equipment Covered Under This Insurance

It is the **Insured Person's** responsibility to advise their Insurance Agent 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 Person** is required to advise their Insurance Agent 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 Person** has to hire replacement **Diving Equipment**, in order to attend a dive training course or dive holiday that was pre booked and pre-paid at the time of such loss under PART A.

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