

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

This Schedule contains the full detail of the Diving Equipment Insurance Scheme which is available under a Certificate of Insurance Numbered SAC218/5/07/, which may be inspected at the offices of Westfield Sub Aqua & Marine Insurance Services Limited during normal business hours.

**SCHEDULE OF INSURANCE No :
SAC218/5/07/«NEW CERT No»**

**Period of Insurance is for 12 months commencing on the:
«RENEWAL DATE».**

Name of Insured Person or 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 £«Cert
Chrg».**

**Sum Insured PART A : «SUMS INSURED» ,
Maximum Sum Insured £15,000 with a single item limit of
£150 for unspecified items, and £2,500 for specified items,
(as per the attached equipment schedule).**

PART A

SECTION 1- THEFT

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

EXCLUSIONS

The Underwriters will not be liable to pay for:-

- i. The first £50 of each and every loss.
- ii. Any claim whilst left unattended unless in a locked building, house, garage, boat cabin or locker, hotel room, boot of a car or panel van where the equipment is out of sight.
- 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 - ALL RISKS

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

EXCLUSIONS

The Underwriters will not be liable to pay for:-

- i. The First £25 of each and every loss.
- ii. Any claim whilst left unattended unless in a locked building, house, garage, boat cabin or locker, hotel room,

boot of a car or panel van where the equipment is out of sight.

- iii. Any claim in relation to accidental loss 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 or derangement
- x. Any claim where the **Diving Equipment** has not been used or serviced in accordance with the manufacturers recommendations.
- xi. Any claim for flooding of camera equipment unless in conjunction with accidental damage.

SECTION 3 - EMERGENCY JETTISON

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

EXCLUSIONS

The Underwriters will not be liable to pay for:-

- i. The first £25 of each and every loss.
- 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 or derangement.
- v. Any claim where the **Diving Equipment** has not been used or serviced in accordance with the manufacturers recommendations.

SECTION 4 - TRANSIT COVER

The Underwriters will pay up to the Sum Insured shown in the event of the accidental loss or damage of the Insured Person's **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

The Underwriters will not be liable to pay for:-

- i. The first £25 of each and every loss.
- ii. Any claim for loss or theft 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 whilst 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.

WORDING CONTINUES ON THE REVERSE

PART B

HIRE OF DIVING EQUIPMENT

The Underwriters will pay up to £25 per day, subject to a maximum of £200 in total, for the cost of hiring **Diving Equipment**, if as a result of a loss admitted under PART A of this Insurance, you have 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.

NOTE. If this Insurance is in the name of a Dive Club / Association, cover is amended to the following;

The Underwriters will pay up to £25 per day, subject to a maximum of £200 in total, for the cost of hiring **Diving Equipment**, if as a result of a loss admitted under PART A of this Insurance, you have 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.

PART C (Not operative for Dive Clubs/ Associations)

PERSONAL ACCIDENT

The Underwriters will pay up to £5,000 in accordance with the following Schedule of Compensation should the Insured Person suffer **Bodily Injury**, whilst actually participating in sub aqua activities, during the Period of Insurance.

Schedule of Compensation;

1. Death or
2. Permanent Total **Loss of Sight** of One or Both Eyes or
3. **Loss of One or More Limbs** or
4. **Permanent Total Disablement** (other than loss of sight of one or both eyes or limb(s)).

Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident**.

EXCLUSIONS

The Underwriters will not be liable to pay for:-

- i. Any claim whilst the Insured Person is participating in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training).
- ii. Any claim directly or indirectly caused or contributed to by an Insured Person's intentional self injury, suicide or attempted suicide, or from an Insured Person's own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.

CONDITIONS APPLICABLE TO PART A

1. The Underwriters will only indemnify the Insured Person for their own equipment.
2. The Maximum Sum Insured under this Insurance is £15,000.
3. Cover is restricted to £150 on any one item unless it has been declared to and agreed by Westfield Sub Aqua & Marine Insurance Services Limited.
4. It is the Insured Person'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.
5. 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 within 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's Insured for such an item.

6. The Insured Person is required to advise Westfield Sub Aqua & Marine Insurance Services Limited of any other insurance policies which may be in force and covering the item in question at the time of a claim.
7. The Insured Person must take all reasonable steps to safeguard the property insured and keep it in good repair.
8. 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.

CONDITIONS APPLICABLE TO PARTS A, B and C

1. The Underwriters shall not be liable for any claim if the Sub Aqua activities giving rise to any claim hereunder are not being carried out at the time of the incident strictly in accordance with BSAC/PADI/SSAC/SAA/CFT/TDI regulations and for private, pleasure and amateur purposes only.
2. The Insured Person must report any claim within 60 days of the incident.
3. The Underwriters and the Insured Person hold the right to cancel this Insurance at any time within the Period of Insurance having given written advice. This Insurance will then be cancelled on the basis of a pro-rata provided there is no claim paid or outstanding, in which case no refund will be offered.
4. The Insured Person shall provide the Underwriters &/or their appointed agents any documentation or assistance that may be required to substantiate a claim hereunder.
5. Any fraud, misstatement or concealment in the statements made by or on behalf of an Insured Person prior to or when arranging this Insurance or in the submission of a claim made hereunder shall render this Insurance null and void and all claims shall be forfeited.
6. Territorial limits are the United Kingdom, Channel Islands, Northern Ireland but extended to include up to a maximum of 90 days outside this territorial limit during the Period of Insurance.

DEFINITIONS

"**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.

"**BODILY INJURY**" means identifiable physical injury which:-

- (a) is sustained by an Insured Person, and
- (b) is caused by an **Accident** during the Operative time, and
- (c) solely and independently of any other cause, except illness directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of an Insured Person within twelve months from the date of the **Accident**.

"**ACCIDENT**" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Operative Time, but also includes exposure resulting from a mishap to a conveyance in which an Insured Person is travelling.

"**LOSS OF LIMB**" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

"**PERMANENT TOTAL DISABLEMENT**" means disablement which entirely prevents an Insured Person from attending to any business or occupation of any kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Underwritten by certain syndicates at Lloyd's

This Certificate has been issued by :-

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

Authorised and Regulated by the Financial Services Authority