

Dive Master INDIGO Liability Insurance Summary of Cover

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This insurance is an annual contract unless stated otherwise in the quotation or renewal documentation and as confirmed in the policy. It may be renewed each year subject to the terms and conditions then applicable.

This document provides only a summary of the main benefits your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy document.**

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance. Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.

This policy is underwritten by Dive Master Insurance Consultants Limited acting as an agent of DTW 1991 Underwriting Limited.

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

Significant Features and Benefits

Dive Master INDIGO Liability Insurance provides an indemnity for liability at law to compensate third parties (not being employees) for accidental bodily injury or accidental property damage.

Products and pollution liabilities are optional covers to the third party liability insurance and the quotation or renewal documentation will state if products and or pollution cover applies.

Standard extensions include:

1. Costs – costs and expenses awarded against the insured or incurred in defence of a claim. For Employers' liability claims the defence costs and expenses form part of the limit of indemnity but for Public and Products liability defence costs are generally payable in addition to the limit of indemnity.
2. Notwithstanding exclusion 6.2 in the Policy Wording the insurer will indemnify the insured in respect of bodily injury or damage caused by or arising from any instruction or advice given or lack of advice given by or on behalf of the insured in the course of providing recreational water sports services.
3. Indemnity to principals – contractual obligations to indemnify the principals for your liabilities arising from injury or property damage and your performance of the contract.
4. Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 5.10).

Significant / Unusual Exclusions or Limitations

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

For liability the policy excludes liability caused by:

1. Claims brought and awards made in any court under North America jurisdiction.
2. Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act.
3. the first amount of each and every claim as stated as the 'excess' in the quotation or renewal offer document.
4. injury to employees.
5. marine or aviation liability.
6. liquidated damages, fines or performance warranties.
7. punitive, exemplary or aggravated damages.
8. war or terrorism.
9. property owned or in your custody and control but this does not exclude claims for damage to
 - premises temporarily occupied by you for work,
 - visitors personal effects or
 - tenanted premises for liability arising outside the terms of any tenancy agreement
10. liability for or the costs of recall or making good defective products or workmanship.
11. products knowingly incorporated into aircraft or aerial devices.
12. gradual pollution or contamination.
13. pollution or contamination of land or water within the boundaries of any premises presently or at any time owned or leased by you.

Significant limitations that could restrict payment if not complied with are:

The maximum amount payable is limited to the amount stated in the quotation or renewal offer document. This sum may be sub-limited for injury arising from:

Public and Pollution liability - environmental damage or statutory defence costs.

1. You must notify us within:
 - a) 3 business days of events relating to notice of impending inquest, fatal accident inquiry or prosecution relating to bodily injury;
 - b) 30 days of coming into knowledge of any other bodily injury or damage.
2. You must advise any and all changes to the declared business activity.
3. Whenever work is undertaken on your behalf by bona fide subcontractors you are to obtain and establish a procedure for obtaining evidence that such contractors have effected adequate public liability insurance (Public Liability)
4. Whenever you or persons acting on your behalf use a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment or otherwise applying heat away from your premises you are to take reasonable precautions as stipulated in the policy to prevent damage (Public Liability).

Important information

Your right to cancel

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. The Insurer may issue 30 days written notice of cancellation at any time by writing to your last known address when we will allow a pro rata refund of premium.

Renewing your policy

If the Insurer is willing to invite renewal of the policy then the Insurer will tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Claim notification

In the event of a claim, or any circumstance that is likely to result in a claim, you must immediately notify the following:

DWF Claims via dedicated email address:

dtw1991@dwfclaims.com

Or

*DWF Claims
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU*

Complaints procedure

The insurer strives to provide an excellent service to all its customers but occasionally things can go wrong. The insurer takes all complaints seriously and endeavours to resolve all customers' problems promptly.

In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate DTW1991 via one of the following:

In writing: The Compliance Officer, Syndicate DTW1991, Coverys Managing Agency Limited, 6th Floor, One Creechurch Place, Creechurch Lane, London, EC3A 5AF

Via Email: complaints@dtw1991.com

Tel: +44 20 3923 3000

In the event that you remain dissatisfied you can refer the matter to Lloyd's via :

Policy Holder & Market Assistance, Lloyd's, One Lime Street, London, EC3M 7HA

Email complaints@lloyds.com

Tel +44 (0)20 7327 5693

Fax +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at www.lloyds.com/complaints and are also available from the above address

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service. Full contact details can be found in your Policy Wording.

Financial Services Compensation Scheme (FSCS)

Syndicate DTW1991 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme.

Further details can be obtained from:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 0207 89 27300

Fax: 0207 892 7301 Web: www.fscs.org.uk

Directive Required Information

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and the Company agree otherwise. The language used in this policy and any communications relating to it will be English.