

# Club Member - Liability Insurance for Diving Centres, Clubs and Schools



## Insurance Product Information Document

IDA Insurance Limited is registered in Malta and is authorised and regulated by the Malta Financial Services Authority to carry on General Business of Insurance under the Insurance Business Act, 1999.

Company: IDA Insurance Limited    Product: Club Policy

For complete pre-contractual and contractual information about the product, you should refer to the Policy documents. You should read the Policy, Policy Schedule and any Endorsements carefully, keep them in a safe place and refer to them should a Policy service be required, or a claim occur.

### What is this type of insurance?

The Insurance Policy provides cover to the Insured/s named on the Policy Schedule for Legal Expenses and Third- Party Liability.



#### What is insured?

##### Section 1: Legal Expenses

- ✓ Legal assistance and reimbursement of legal costs including technical reports in relation to criminal and civil proceedings arising out of your Dive Club Services

##### Section 2: Third Party Liability

- ✓ Covers sums you are legally liable to pay to third parties who have suffered bodily injury or damage to property arising out of your Dive Club Services

##### Section 3 & 4: Diving Risk For Student Clients

- ✓ Medical expenses the Student Clients will have to pay within the country where the Accident occurred and arising from Diving Activities within the period of insurance



#### What is not insured?

##### Section 1: Legal Expenses

- ✗ Claims reported to the insurer more than 180 days after the Insured Incident
- ✗ Costs and expenses incurred before the Insurer's written acceptance
- ✗ Fines, penalties or a claim made against the Insurer
- ✗ Claims arising from an Insured's dishonesty or violent behavior
- ✗ An application for a judicial review
- ✗ Fines, penalties or a claim made against the Insurer

##### Section 2: Third Party Liability

- ✗ Employers' liability
- ✗ Incidents arising out of breathing apparatus which has been modified without the authorisation of the manufacturer
- ✗ Property owned by the Insured or in the Insured's care, custody or control
- ✗ Fines, penalties or punitive damages
- ✗ Claims caused by the ownership or operation by or on behalf of the Insured of any road vehicle or of any aircraft
- ✗ Claims caused by the ownership or operation of any waterborne vessel unless the 'Dive Boat Cover' extension has been purchased

##### Section 3 & 4: Diving Risk For Student Clients

- ✗ Bodily injury or disease arising out of pre-existing medical condition
- ✗ Instruction courses with the use of enriched air (Nitrox), closed or semi-closed breathing apparatus or any form of Technical Diving
- ✗ Student clients that are not duly registered by the Insured in the MyDAN section
- ✗ Incidents which occur whilst the Insured is not supplying Dive Club Services to the Student Client
- ✗ Incidents which occur after the date of successful completion of the course or after 90 days from the date of the course registration or after the expiry of this insurance policy, whichever comes first



## Are there any restrictions on cover?

- ! Any person aged 75 or over
- ! Bodily injury, liability costs or expenses arising out of criminal act by the Insured.
- ! Claim/s arising out of pre-existing medical condition
- ! Gross negligence
- ! Bodily injury, liability costs or expenses arising out of Civil Commotion or Terrorism



## Where am I covered?

- ✓ This Policy provides cover in:
- ✓ Section 1: Legal Expenses: Worldwide Cover except for claims made or instituted within all jurisdictions of United States of America or Canada
- ✓ Section 2: Third Party Liability: Worldwide Cover except for claims made or instituted within all jurisdictions of United States of America or Canada



## What are my obligations?

- In the event of an accident that may result in a claim, notify the Insurer in writing
- Do not admit liability or offer or promise any payment or indemnity
- In the event of a claim, give all the information and assistance that the Insurer may require
- Comply with all deadlines set by the Insurer or any court or legally empowered authority



## When and how do I pay?

The premium is to be paid online when you purchase the Insurance Policy



## When does the cover start and end?

Provided the Premium has been paid, the Policy will come into force at 00:00 on the day indicated on the Policy Schedule. The Insurance Policy lasts for one year from the date of inception and automatically ends at the expiry date indicated on the Policy Schedule



## How do I cancel the contract?

You have a right to cancel the contract within 14 days from Insurance Policy inception date and, provided that a claim has not been made, the premium will be refunded in full. Notice of cancellation must be sent in writing as indicated on the Insurance Policy terms and conditions

## Contact Details

IDA Insurance Limited, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta

