

PADI Dive Store Insurance - Liability Insurance for Diving Centres, Clubs, Schools and Liveboards



Insurance Product Information Document

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

Company: IDA Insurance Ltd

Product: PADI Dive Store Insurance

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 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 Store 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 Store Services - meaning the provision of services related to Diving Activities, including:
 - ✓ providing advice and instruction in Recreational and Professional Diving
 - ✓ organising, supervising, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides
 - ✓ the use of breathing gas compressor or other dive equipment that you are certified or competent to use
 - ✓ rental of dive equipment
 - ✓ maintenance and repair of dive equipment - subject that you are certified to provide these services
 - ✓ Search and Rescue of the missing diver inside the country of operation (applicable only if Search and Rescue Cover Extension is noted in the Policy Schedule)

Section 3: Diving Risk for Try Dive Clients

- ✓ Medical expenses inside the country of accident

Section 4: Diving Risk for Student Clients

- ✓ Medical expenses inside the country of accident



What is not insured?

Section 1: Legal Expenses

- ✗ Claims reported to the Insurers 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 Insurers
- ✗ Claims arising from an Insured's dishonesty or violent behaviour
- ✗ An application for a judicial review

Section 2: Third Party Liability

- ✗ Employers' liability
- ✗ Property owned by the Insured or in the Insured's care, custody or control
- ✗ Fines, penalties or punitive damages
- ✗ Bodily injury or disease or loss of/damage to property arising out of the sale of any goods by the Dive Store
- ✗ Claims caused by the ownership or operation of any road vehicle or of any aircraft by or on behalf of the Insured
- ✗ Claims caused by the ownership or operation of any waterborne vessel - unless the 'Dive Boat Cover' extension has been purchased

Section 3: Diving Risk for Try Dive Clients

- ✗ Diving Activity which is not part of a recreational try dive.
- ✗ Diving beyond 15m depth
- ✗ Pre-existing medical conditions
- ✗ Pregnancy and its consequences

Section 4: Diving Risk for Student Clients

- ✗ Diving Activity not carried out as part of a recreational diving course.
- ✗ Pre-existing medical conditions
- ✗ Pregnancy and its consequences
- ✗ Technical Diving



Are there any restrictions on cover?

- ! Any person aged 75 or over unless a "Fit-to-Dive" Certification is provided prior to any diving activities being undertaken
- ! Cover only available to enrolled PADI Dive Centers & Resorts
- ! Bodily injury, liability costs or expenses arising out of criminal act by the Insured
- ! Claim/s arising out of a non-declaration of a material fact
- ! Gross negligence
- ! Bodily injury, liability costs or expenses arising out of Civil Commotion or Terrorism



Where am I covered?

- ✓ Section 1: Legal Expenses: Worldwide Cover except for any claim made or instituted within all jurisdictions of United States of America or Canada
- ✓ Section 2: Third Party Liability: Worldwide Cover except for any claim made or instituted within all jurisdictions of United States of America or Canada. Extension of Cover for Search and Rescue is provided only within the Country of Operation.
- ✓ Section 3: Worldwide Cover
- ✓ Section 4: Worldwide Cover



What are my obligations?

- Disclose all material facts to the Insurer. A material fact is one which is likely to influence the cover provided
- In the event of an accident that may result in a claim, notify the Insurers 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 Insurers may require
- Comply with all deadlines set by the Insurers or any court or legally empowered authority



When and how do I pay?

The premium is to be paid online when you purchase the 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 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 Policy inception date and, provided that a claim has not been made and you have not travelled and / or dived, the premium will be refunded in full. Notice of cancellation must be sent in writing as indicated on the Policy terms and conditions.