

DIVE BOAT LIABILITY INSURANCE

POLICY EXTENSION

These clauses are supplementary to Shipowners' PASSENGER VESSEL LIABILITY INSURANCE FOR SMALLER CRAFT

Your cover remains subject to the terms of *your* Passenger Liability Policy, including the exclusions (What is not covered) unless expressly stated otherwise, and the General Conditions. The extension afforded by these clauses is to protect the interests of dive boat owners and operators for specific additional exposures that they may have, in accordance with the following terms.

Additional cover for Dive Boat operators

We insure liability *claims* made against *you* as the owner or operator of the vessel named on *your* Certificate of Insurance in respect of the following:

Dive Passengers whilst off the vessel

You are covered for *your* liability arising after a *recreational diving* trip has taken place where *dive passengers* elect to go ashore in port to observe the mandatory No Fly Time after completing their last dive and before finally disembarking to return home.

Personal effects

Claims for loss of or damage to *personal effects* including scuba gear and photographic equipment.

The maximum amount payable for a *seafarer's personal effects* including scuba and photographic equipment will be limited to US\$ 20,000 per person, any one incident.

Seafarers, dive passengers, dive instructors

Claims from *dive passengers* or *dive instructors*, for personal injury, illness or death including *claims* for seafarer compensation and sickness benefits. Related medical costs and other expenses are covered, too. *We* also cover *claims* made against *your seafarers* and *dive instructors* as a result of carrying out their professional duties.

Supply and use of dive related products, air and gas.

If *you*, *your seafarers* or *diving instructors* supply dive related products and breathing air and gas for use during a *recreational diving* trip, *we* cover any dive related illness, personal injury, death or property damage which results. The limit of cover under this section is US\$ 5,000,000 any one incident.

What is not covered (exclusions)

In addition to the exclusions under your main policy, the following exclusions apply:

1. **Commercial diving.** *Claims* arising from *commercial diving* or the use of diving bells.
2. **Dive centres.** *We* do not cover *claims* which would ordinarily be recoverable under a dive centre liability policy.
3. **Dive schools.** *We* do not cover *claims* which arise from giving instruction or advice as part of a dive training course at a dive school or similar establishment ashore.
4. **Instruction or advice.** *We* do not cover *claims* for inadequate dive instructions or dive advice, except for incidents occurring during recreational dive trips which you supply.

5. **Sale or supply** of non-dive related products.
6. **Sports or activities** other than swimming, snorkelling or diving whilst dive passengers are off your vessel.
7. **Submarines**, mini-sub or remotely operated vehicles (ROVs).
8. **Technical diving**.

If *we* have agreed to insure any of the risks which *we* say *we* do not cover, it will be shown on *your* Certificate of Insurance.

Definitions

Please note that the use of *italic* text in this policy indicates that the word or phrase is defined in the clauses. Words in the singular shall include the plural and vice versa.

Commercial diving means diving for purposes unconnected with the provision of *recreational diving*, such as salvage, construction, and wreck inspection or similar.

Dive instructors includes dive masters and dive guides.

Dive passenger means any person carried or intended to be carried on *your* vessel under a contract of carriage for reward, with the intention of undertaking *recreational diving*.

Personal effects means items which *your seafarer*, *dive passengers* or *dive instructors* bring on to *your* vessel for recreational purposes and which are unconnected to the operation of *your* vessel, including scuba diving gear.

Recreational diving means scuba diving in open water with conventional diving equipment within the recognised agency specified limits for *recreational diving*. It includes diving in overhead environments, using specialised equipment and breathing gases or standard nitrox, providing divers are certified by a recognised diving association to engage in these activities at the time of the incident.

Technical diving means a form of scuba diving that exceeds the recognised agency depth and immersion limits for *recreational diving*.



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