

# **DiveAssure**

## **Diving Service Provider Liability**

### **Description of Coverage**

#### **Preface:**

This is a summary of the coverage provided to you through a group policy issued by CNA-Hardy to diving professional members of the DiveAssure Association. Eligible for this coverage are paying members of the DiveAssure Association in good standing, while performing their work as; dive centers, diving shops and liveaboard owners and/or operators, scuba diving professionals including; diving and swimming instructors, dive masters, assistant instructors and instructors and dive masters in training. Coverage is provided as a membership benefit and is valid through the period and up to the limit – both as specified in the certificate issued to you.

#### **Scope of coverage:**

Organizing and conducting diving and swimming courses (including the rental of water and swimming facilities where diving and swimming can be exercised), maritime tourism activities with diving (including film and photo shoots), swimming and water sports, trade, repair and maintenance work on diving equipment and its accessories as well as rental of diving and water sports equipment, installation and operation of high-pressure compressors, compressed-air pipes and other high-pressure equipment as well as filling and inspection of high-pressure vessels. Participation in exhibitions. Training of divers and dive instructors as well as guidance and supervision of dives, subject to the guidelines of SSI, RSTC (Recreational Scuba Training Council) or applicable ISO standards. Organization of diving and diving trips, including equipment, consultation, authorization and instruction.

Planning and execution of non-diving activities without special risk, such as trampoline jumping, water skiing, jet ski, windsurfing, deep sea fishing, quad tours, rafting. Activities such as free-climbing, parachute jumping, kite flying or paragliding, expeditions, etc. are excluded. The condition for insurance coverage is that the insured persons have a corresponding qualification or training for these activities.

#### **Territorial Coverage:**

Coverage is world-wide excluding USA and US territories.

#### **Period of Coverage:**

Per dates and time stated in your Membership and insurance Certificate

### **SUMMARY OF COVERAGE AND COMBINED POLICY LIMITS**

#### **General, Personal and products liability:**

Covering your liability for bodily injury and/or property damage as a result of your professional activity as a diving facility and/or diving professional including the delivery of a defective product or the transfer of defective work.

Limit per one occurrence:

**€ 20,000,000**

Aggregate group policy limit for period:

**€ 40,000,000**

## Extensions and limits:

The following coverages are included in the policy. Where a limit of coverage is not indicated, coverage is up to the full policy limit.

- **Environmental impairment**

Damage to protected species and natural habitats, damage to waters and a damage to soil; Insurance coverage under this Special Condition exists if the environmental damage is triggered by a single, sudden, unforeseen incident which deviates from the regular disturbance-free operation (malfunction);

Limit for each occurrence and for all claims for period:

€ 20,000,000

Limit for Environmental Liability Directive – Pure Financial losses;

€4,000,000

- **Rented properties, buildings or premises:**

insurance coverage also exists if the properties, buildings or premises are rented or leased in whole or in part or are used for other purposes;

Limit per one occurrence:

€ 10,000,000

Aggregate group policy limit for period:

€ 20,000,000

- **Other damage to rented properties and goods in care:**

All consequential property damage to the following extent,

Damage to rented property on the occasion of business trips: damages to premises and their equipment that were rented, leased or borrowed on the occasion of business trips, Damage to rented real estate caused by fire, explosions, pipeline and waste water. Including damage to molds and tools of third parties, Damage or loss of third party objects, temporarily in possession of the policyholder (custody damage), Damage to hired (not leased), rented or borrowed objects.

Limit per one occurrence:

€ 1,000,000

Aggregate policy limit for period:

€ 2,000,000

- **Work accidents:**

Compensation obligations of all other employees for damages which they caused in the performance of their official duties, even if they are personal injuries resulting from accidents at work among employees of the insured company. However, claims falling normally under Employers Liability policy and claims for reimbursement by the social security carriers remain excluded, whereby legal defense costs for the defense of such claims are insured.

- **Travel organizer risk:**

Travel agent insurance coverage in the event of claims of damages by participants in trips organized by you within your primary activity as a diving service provider, for property damages. Insurance coverage also applies to claims for damages that are based on the actions or omissions of the service providers or auxiliary persons (vicarious agents), acting directly or indirectly for you. As an active service provider is defined also the person who issues himself as such.

Limit per one occurrence:

€ 100,000

Aggregate policy limit for period:

€ 200,000

- **Water crafts:**

Liability related to the use of boats up to 12-meter-long, used solely for the performance of diving and explicitly not used for hire is included in this policy. This is subsidiary to existing marine liability.

Limit per one occurrence:

**€100,000**

Aggregate policy limit for period:

**€ 200,000**

- **Motor vehicles:**

the statutory liability arising from the holding, driving or use of motor vehicles that are not required licensing and insurance (including self-propelled working machines and lift trucks with a design-oriented top speed of 20 km/h) and trailers within and outside the company premises.

Non-ownership coverage: Insured are in the case of business travel, business trips and official trips legal liability claims, arising from the use of registration required, private motor vehicles abroad, if they are directed against: the policyholder, co-insured companies or co-insured persons and the vehicle has not been authorized to the policyholder, co-insured companies or to the person claimed. Coverage is limited to countries within the green insurance card.

Limit - personal injury:

**€ 7,500,000**

Limit – property damage:

**€ 1,120,000**

Limit – financial loss:

**€ 50,000**

- **Use of Internet technology:**

The statutory liability of the policyholder for damages resulting from the exchange, transmission and provision of electronic data, e.g. on the internet, by e-mail or by means of data carriers as far as it is damage caused by the deletion, suppression, deterioration or alteration of data at third parties by computer viruses and / or other malicious programs; the deletion, suppression, deterioration or alteration of data at third for other reasons, as well as the omission and incorrect storage of data at third parties.

Limit per one occurrence:

**€ 1,000,000**

Aggregate policy limit for period:

**€ 2,000,000**

- **Property of staff/visitors:**

Protects you for claims arising from damage, destruction, loss or disappearance of objects of employees and/or visitors, placed in lockable wardrobes:

Limit:

**€ 1,000,000**

Aggregate policy limit for period:

**€ 2,000,000**

- **Personal liability risk on the occasion of business travel:**

You and your employees are covered for personal liability during business travel; protects you against the financial consequences of liability to others for bodily injury and property damage, this coverage also insures the cost of defense. Coverage includes legal liability claims arising out of the use of registration required, private motor vehicles abroad where the vehicle has not been authorized to the policyholder. No insurance coverage exists if the vehicle in question is owned or leased by the policyholder, co-insured companies or co-insured persons. Insurance coverage exists only to the extent that the insurance limit for motor vehicle liability insurance is not sufficient, or the policyholder/ co-insured person is not protected by an existing motor liability insurance or the motor vehicle liability insurer takes recourse (exempt from the insurance coverage, however, remain claims for recourse analogous to § 7 V (2) AKB) or there is no motor vehicle liability insurance, even though the policyholder or co-insured person could without fault assume the

existence of a motor liability insurance, or the driver or holder of the vehicle has a statutory indemnity claim against the policyholder.

- Damage to the vehicles whose use caused the above-mentioned liability claims remain excluded from the insurance coverage.
- In the case of damages in the US, US territories and/ or claims brought before US courts applies a self-insured retention (SIR) of USD 1,000,000.00. There is no insurance coverage within this retention.

- **Criminal defense costs:**

In a criminal proceeding, the insurer bears the court costs in coordination with and in participation of the policyholder as well as the fee-based- criminal defense costs that were in particular agreed on and approved by the insurer; If the policyholder or a co-insured person is accused of an offense whose intentional as well as negligent perpetration is punishable, insurance coverage applies, as long as the policyholder or a co-insured person is accused of negligent behavior. Excluded from the insurance coverage remain fines, penalties and costs for the execution of sentence; There is no insurance cover in the case of the accusation of a crime in any case, an offense that can only be committed deliberately. If it is legally established that the policyholder or a co-insured person deliberately committed the offense, the policyholder is obliged to reimburse the insurer for the costs that the insurer paid for the defense against the allegation of deliberate conduct.

Limit per one occurrence: **€ 1,000,000**

Aggregate policy limit for period: **€ 2,000,000**

- **Pure financial loss**

Coverage for pure financial loss. Excluded from insurance coverage are compensation obligations, arising from damage caused by permanent emissions (e.g., noise, odors, vibrations); activities of planning, consulting, construction or assembly, testing or expert work; infringement of industrial property rights and copyrights; statements on the duration of the construction period or delivery periods; non-compliance with deadlines or appointments; exceeding of cost estimates and credits; non-fulfillment or non-timely fulfillment of contracts; activities related to monetary, credit, insurance, land, leasing or similar commercial transactions, all kinds of payment transactions, cash management, defalcation and embezzlement; activities related to data processing, rationalization and automation; loss of money, checks, securities and valuables. No insurance coverage exists if the vehicle in question is owned or leased by the policyholder, co-insured companies or co-insured persons.

- **Work in Progress:**

Damage to work in progress, including any consequential property damage resulting therefrom including loading and unloading damage including also the legal liability resulting from the damage to means of transport of every type (except aircraft) and from loading and unloading motions and from the damage to the foreign cargo of vehicles.

Limit per one occurrence: **€ 1,000,000**

Aggregate policy limit for period: **€ 2,000,000**

- **Loss of keys/code cards**

Included is the statutory liability arising from the loss of keys or code cards which have been lawfully held in custody by the policyholder, as far as it concerns

to costs for the replacement of the keys or code cards, costs for the necessary replacement of locks and locking devices, as well as for temporary safety measures (e.g. emergency lock) and an object protection up to 14 days, starting from the date when the loss of the keys or code cards was noticed.

Limit per one occurrence: € 1,000,000

Aggregate policy limit for period: € 2,000,000

- **Crisis Containment costs**

Limit per one occurrence: € 1,000,000

Aggregate policy limit for period: € 2,000,000

- **Loss of Media**

Insured are claims due to damage caused by containers manufactured, delivered or maintained by the policyholder for the storage or transport of liquids or gases, insofar as the claims are directed for replacement of the value of the escaped liquids or gases.

Limit per one occurrence: € 1,000,000

Aggregate policy limit for period: € 2,000,000

- **Damage to work in progress:**

damage to third-party objects by a commercial or professional activity of the policyholder (such as processing, repair, transport, testing and the like), in the case of immovable objects, if such items or parts were directly affected by the activity; arising because the policyholder has used these items (as a tool, auxiliary means, material storage area, etc.) to carry out his commercial or professional activities; in the case of immovable objects, if such objects or parts were directly affected by the use; by a commercial or professional activity of the policyholder, and where such objects or parts, in the case of immovable items, have been found to be directly in the immediate sphere of activity; Consultation- in order to protect his company from a loss of reputation as a consequence of an insured event.

- **Parked vehicle:**

Compensation claims resulting from the damage, destruction, loss or disappearance of vehicles (including bicycles, etc.) by employees or visitors, if these vehicles are properly parked on the places provided by the policyholder and have been demonstrably damaged there.

- **Loss prevention costs:**

If, as a result of an unforeseen event, the occurrence of an insured loss is imminent, the insurance also covers costs incurred by the insured, which are caused by appropriate measures to prevent this risk.

- **Commercial leasing (lending):**

Claims from damages arising from long-term rental agreement between the landlord of a business; Claims for damages arising from the commercial leasing and/ or lending of work machines and equipment are also insured.

- **Consultation costs:**

Insurance coverage exists in the event that the policyholder engages a consultant in order to protect his company from a loss of reputation as a consequence of an insured event in accordance with the other clauses of the contract, thereby incurring costs. costs for the first-time engagement of the consultant as well as costs of third parties in an appropriate and reasonable amount which have been intermediated on the recommendation of the consultant.

Limit per one occurrence: € 1,000,000

Aggregate policy limit for period: € 2,000,000

- **Control, testing and sorting costs:**

Included are legal damages claims by third parties due to the stated property damage as a result of the inspection of third party products for defects, if the defectiveness of individual products has already been ascertained and identical defects on similar products can be feared due to sufficient sample findings or other verifiable facts. The inspection must be used to determine which of the products with a suspected defect are actually deficient and for which of these products remedial actions are required. Products in terms of this regulation are those which have been manufactured, processed or edited from or with products of the policyholder. Covered are only damage claims due to the costs of inspection of the products with a suspected defect. The inspection also includes a necessary presorting of the to be inspected products and sorting out of inspected products as well as the repacking of the concerned products as a result of the inspection.

Limit per one occurrence: € 500,000

Aggregate policy limit for period: € 1,000,000

- **Pipeline damage:**

Statutory liability for damage to earth lines (cables, underground canals, water pipes, gas pipes and other pipes and their attachments), as well as to overhead lines and open wire, including consequential damages.

#### **Deductibles:**

The following deductibles apply for each of the following occurrence:

Damage to rented property: €500

Damage to property of staff/visitors: €50

Use of internet technology: €150

Other property damage: €150

Environmental impairment liability damage: 10% min. €500 max. €5,000

Environmental liability directive: 10% min. €250 max. €500

Personal injury in the US and US territories: €10,000

Control, testing and sorting: €1,000

*PLEASE NOTE: This 'Description of Coverage' provides only a brief description of the coverage provided. Coverage is subject to the full language of the policy. Please visit the DiveAssure website to see the details of other non-insurance benefits provided to you through your DiveAssure membership.*