



HORSELL
SPORTS RISKS

08/09
Horsell Clearwater
Insurance Program
Assistant Instructors,
Divemasters and Dive Stores
Application Form and Brochure

Available to
accredited
members of all
certifying diving
agencies.



We make it personal.



Horsell Clearwater Insurance Program

We are pleased to offer you the Horsell Clearwater Insurance Program. This Program has been designed for Accredited Dive Instructors, Assistant Dive Instructors, Divemasters and Dive Stores of all Accrediting Agencies who participate in the Scuba Diving Industry. This document outlines the cover provided for:

- > Public Liability
- > Professional Indemnity
- > Criminal Defence Costs

Clearwater Liability Insurance Program

The Horsell Clearwater Insurance Program incorporates three (3) classes of insurance.

- > Public and Products Liability
- > Professional Liability
- > Criminal Defence Legal Costs

Summary of Cover

Activities covered

Principally incorporating class and water-based learning activities and modules including first aid training and certification, together with the determination of standards by the accrediting agency and all activities relating to training, instructing, observing and control of recreational and technical scuba diving. This includes all activities relating to snorkeling, skin diving, swimming, recreational surface supplied air, servicing, hiring and repairing of equipment and sales of related products, tours of reef by glass bottom boats (under 12 metres), transportation of people from one island to another, bird watching, guided tours of islands when not diving, jungle and/or bush walking, fishing, underwater photography and or video, whale watching, scuba doos and beach games, and the collection and reporting of data obtained by volunteer snorkellers and divers on the health of coral reefs, coral reef conservation and coral reef management issues to the general community, business and Government Agencies. It also includes activities related to the ownership and operation of a retail sales outlet.

Public and Products Liability

This section meets claims which you become legally liable to pay arising out of an event which results in personal injury or property damage, neither expected or intended from your standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to the same general conditions will be construed as arising out of one occurrence.

Limit of Liability

Public Liability AUD\$10,000,000 any one claim
Products Liability AUD\$10,000,000 any one claim and in total for the period of insurance

Other Benefits

- > Property owners liability
- > Liability as tenant
- > Liability for watercraft up to 8 metres in length except where such are owned by independent contractors and used by you
- > Pressure vessel explosion
- > Use of wharves (not owned)
- > Goods in care, custody and control (limit AUD \$50,000 any one claim and in aggregate).
- > Cover is included for the amount the dive centre, dive instructor or divemaster becomes legally liable to pay as a result of the manufacture, sale, supply or hire of any goods.

Professional Liability

Liability to pay compensation as a result of a claim made against an insured and reported during the period of insurance arising from negligent acts, errors or omissions committed or alleged to have been committed in connection with scuba diving and related activities.

This section includes the following benefits:

- > Limit of liability AUD\$5,000,000 any one claim and in total for the period of insurance. Legal costs are in addition to the policy limit.
- > No exclusions for enriched air or technical diving.
- > Automatic run-off insurance is included in the Horsell Clearwater Program to provide cover once you have ceased actively working.
- > No need to upgrade insurance when you attain a higher qualification.
- > Coverage for surface supplied air, scuba doo, sea walker, island guided tours and similar activities.

Criminal Defence Legal Costs

This section indemnifies you for legal costs and expenses incurred in or at: -

- > defending a criminal prosecution
- > pleas of mitigation for a criminal defence against an Insured
- > any Coroner's Inquest or Inquiry
- > any Royal Commission or Government Inquiry
- > any legal process taken under the Workplace, Health and Safety Act, or similar legislation in any state, territory or country.

Criminal Defence and Legal costs in this section are in addition to the legal costs provided in any other section of the Horsell Clearwater Insurance Program.

We make it personal.

Limit of Liability

- > Coverage for legal costs of AUD\$300,000 any one claim.

Coverage Information Relating to the Clearwater Liability Program

Claim Notifications (Public Liability)

Should a claim be made on you or should you become aware of any occurrence which may subsequently give rise to a claim you should advise Horsell immediately.

You are not to admit liability for or settle any claim or incur any costs or expenses without Insurer's written approval.

Note: An AUD\$250 excess applies to property damage claims only under this policy. Bodily injury claims excess is nil.

Notice of Claim, Suit, or Incident (Professional Liability)

A claim (as defined) must be made against the insured during the Period of Insurance for this policy to apply; and the insured must immediately notify Horsell of any such claims.

Such notifying must be given during the period of insurance for this policy to apply.

A claim must be notified to Horsell as soon as practical. In respect to any claim arising out of breach of duty (Professional Indemnity) these must be notified during the period of insurance in which you became aware. The Professional Indemnity section is a claims made and notified policy.

Note: An AUD\$250 excess applies to each and every claim under this policy.

Excluded Claims (Professional Liability)

In respect to Professional Liability, you are not covered for:

- > **Claims Previously Notified** under any previous policy.
- > **Claims Made** against you prior to the commencement of this new period of cover.
- > **Claims and Circumstances known to you** noted on your Professional Liability application or any earlier application.

Note: These claims and circumstances may be indemnified by your previous insurer if they have been reported.

Who can apply for this policy?

Any Accredited Dive Instructor, Assistant Dive Instructor, Divemaster or Dive Store of all Accrediting Agencies anywhere in the world other than the USA and Canada.

Geographical Limitations

This policy covers the insured anywhere in the world except USA or Canada.

Jurisdictional Limitations

This policy will cover you for a claim brought in a court of law anywhere in the world except USA or Canada.

Insurer

Certain Underwriters at Lloyds 100%.

www.horsellonline.com/diveinsurance

The quickest and easiest method to activate your 2008/2009 insurance cover is to visit www.horsellonline.com/diveinsurance where policy information and on-line renewal procedures are available. Alternatively, complete the application form and return it to Horsell.

Your Duty Of Disclosure

This duty requires you to tell the Insurer everything you know that is relevant to their decision to insure you and, if so, on what terms. A matter is relevant if you, or a reasonable person in the circumstances, would know it is relevant.

You must tell the Insurer these things before cover is issued, and whenever you renew, extend, vary or reinstate a policy of insurance.

You do not have to tell the Insurer things that:

- > reduce the risk,
- > are common knowledge,
- > the Insurer already knows or should know in the course of your business, or
- > the Insurer indicates they don't want to know.

If you do not tell the Insurer everything that you know is relevant, they may:

- > refuse a claim,
- > reduce a claim payment or settlement, cancel your policy, or
- > in some cases, treat your policy as if it never existed.

The duty of disclosure applies to every person that is insured by this policy.

Privacy Statement

Horsell is covered by the Federal Privacy Act and its National Privacy Principles (NPP's), which sets out standards for the collection, use, disclosure and handling of personal information. Horsell will not use or disclose personal information for any purpose that is unrelated to our services. We have a duty to maintain the confidentiality of our client's affairs. The Horsell Privacy policy is available upon request.

Common Questions

When does cover commence and expire?

Your Policy commences upon receipt of a fully completed and accepted proposal form and will be in effect for 12 months to the anniversary date of the time the policy was taken out.

Upon renewal Horsell will send you notice that your policy is due to expire and remind you to complete a renewal application.

How do I obtain cover?

The quickest and easiest method to activate your 2008/2009 insurance cover is to visit www.horsell.com where policy information and on-line application procedures are available.

Alternatively, please complete the attached application form and return it to Horsell.

Do I receive anything to confirm my insurance policies?

Yes, if taking out cover on-line you can download a certificate of insurance immediately upon completion of payment. Policy documentation is also available to download at any time. Horsell will notify the relevant Certifying Agency that you have effected cover and the relevant diving organisation will mail your decal to you.

Is Enriched Air covered?

Yes. There are no exclusions for the use of enriched air.

Is there a refund if I decide to cancel my policy?

No. The premium is non-refundable/cancellable. The policy is designed this way to protect you against any future liability law suits which may be brought against you that you are not aware of right now.

Will I be covered by the Clearwater Liability Insurance Program when I retire or cease professional diving activities?

Yes. The Horsell Clearwater Liability Insurance Program provides automatic run-off cover for you after you retire or cease professional diving activities. This run-off cover continues for as long as the Horsell Clearwater Program is available and has this extension.

Am I covered for my commercial diving activities?

No. Commercial diving is specifically excluded under the policy.

Can I have a dive store or charter boat owner noted on my insurance policy?

Yes. Dive stores and charter boat owners can be noted on your policy for their respective rights and interests. This does not mean that the dive store or charter boat will be indemnified by your policy if they are held legally responsible.

Does my Clearwater Liability policy cover me while conducting referral dives?

Yes. There is no exclusion for conducting the Open Water training dives for a student diver who has completed academic and confined water training with another instructor or certification agency.

Who do I contact if I am aware of an incident that may give rise to a claim?

You must complete a Horsell diving incident report form and forward it to Horsell.

Can I apply for insurance over the telephone with a credit card?

No. You must complete the on-line application form by visiting our website at www.horsell.com or complete an application form and post/fax it to Horsell.
Fax No (612) 9247 1733.

If my application was returned to me, am I still covered?

No. Coverage is not effective until the completed, signed application and correct payment is received by Horsell.



HORSSELL
SPORTS RISKS

Insurance Brokers, Consultants
and Risk Managers

Horsell International Pty Limited
Level 12, 189 Kent Street
Sydney NSW 2000 Australia

ABN 65 003 922 487
AFS License No 235130

Phone (61 2) 9247 1700 – 24 hour service
Phone 1300 722 990 (Toll Free Australia only)
Fax (61 2) 9247 1733
Email info@horsell.com
Website www.horsell.com
Contact Mark Pettett

2008/2009 Horsell Clearwater Insurance Application

Accredited Agency (s) _____

Member No (s) _____

Insured Name _____
Individual / Dive Store

Location if more than one location please detail overleaf _____

Mailing Address _____

City _____ State/Province: _____

Country _____ Postal/Zip Code: _____

Phone No () _____

Fax No () _____

Email _____

If your mailing address is in a different country to where you are primarily working, please advise the country in which you are working _____

Policy Period

Your Policy commences upon receipt of a fully completed and accepted proposal form and will be in effect for 12 months to the anniversary date of the time the policy was taken out.

Upon renewal Horsell will send you notice that your policy is due to expire and remind you to complete a renewal application. On-line Renewal: The quickest and easiest method to activate your renewal is to visit www.horsellonline.com/diveinsurance where policy information and on-line application procedures are available.

IMPORTANT: You are insured when this completed, signed application with correct payment is received by Horsell.

Upon accepted and processed application a Certificate of Insurance & Policy wording will be emailed/mailed to you.

Who can apply for this policy?

Any Accredited Dive Instructor, Assistant Dive Instructor, Divemaster or or Dive Store of all Accrediting Agencies anywhere in the world other than the USA and Canada.

Insurance Selection

I wish to purchase the following insurance:

I am primarily working in	<input type="checkbox"/> Australia	<input type="checkbox"/> Outside Australia
Divemaster/Assistant Instructor	<input type="checkbox"/> \$213.00 AUD	<input type="checkbox"/> \$140.00 AUD
Instructor	<input type="checkbox"/> \$258.00 AUD	<input type="checkbox"/> \$200.00 AUD
Dive Store	<input type="checkbox"/> \$1115.00 AUD	<input type="checkbox"/> \$845.00 AUD

Please note: Please review items A and B below

A Have you or your dive store ever made a liability claim in relation to your scuba diving or related activities in the last 5 years? Yes No

If yes please provide full details on separate page

B Are there any circumstances that may give rise to a claim that have not been reported to an insurer? Yes No

If yes please provide full details on separate page

* Please ensure you have read the Privacy Policy, Financial Services Guide and Product Disclosure (available on the website) prior to accepting cover.

Payment Method

Cheque - Must be payable to Horsell International in Australian dollars and drawn on an Australian bank.

MasterCard VISA Amex Diners

Security Number last 3 numbers on signature strip of card _____

Amex Amex ID No _____

Card Expiration Date _____

Card Number _____

Cardholder Name please print _____

Authorised Signature _____

Date _____

Check List

- > Ensure correct name and address are on the application. Please include phone, fax number and email address if applicable.
- > Please be sure to provide us with information regarding your duty of disclosure.
- > Enclose cheque for premium amount in Australian dollars, or include credit card number, expiration date and signature.
- > Mail or fax (do not mail a duplicate if faxed) to Horsell International.
- > You have read and understood the Privacy statement.

If your application is incomplete, it will be returned to you for completion.

Additional Stores

If you own and operate more than one dive store please provide the stores details below:

Important Note: Additional locations must be owned by the dive store Member noted on this application.

Dive Store Name: _____ Address: _____ Member No. _____

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Product Disclosure Statement and Financial Services Guide

Please refer to www.horsellonline.com/diveinsurance to review the Product Disclosure Statement and Financial Services Guide.

Privacy Statement

We are covered by the Federal Privacy Act and its National Privacy Principles (NPP's), which sets out standards for the collection, use, disclosure and handling of personal information. We do not use or disclose personal information for any purpose that is unrelated to our services. We have a duty to maintain the confidentiality of our client's affairs. Our Privacy policy is available on request or by visiting our website at www.horsell.com.

Cancellation

This is a non cancellable/refundable policy. The policy is designed this way to protect you against any future liability law suits which may be brought against you that you are not aware of right now.

Declaration

I _____ declare that the information in this application is true and correct and I
(Full Name) have not withheld any relevant information.

Signature of Applicant _____ Date _____



**HORSELL
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Available to accredited members of all certifying diving agencies.

Horsell use only

