



SPORT DIVING SHORT TERM INSURANCE



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GENERAL INFORMATION

Introduction

For the purpose of this policy, the **Policyholder** is the **Dive Club**/Centre and the beneficiaries of the policy's benefits are the **insured** persons under the policy.

This agreement does not give **you**, as the **Dive Club**/Centre, direct rights under the Policy of insurance but enables the **insured**, to receive the benefits described below.

Strict compliance with the terms and conditions of this agreement is required if the **insured** is to receive its benefits.

1. Diving Risks Insurance Specialists

This diving and associated risks insurance policy is underwritten by IDA Insurance Ltd. (the **Insurer**). This policy, the **insurance certificate** and any endorsements are based on the information the **Policyholder** and/or the **insured** provided **us** and form the contract of insurance between **you** and **us**. Each **Insured** should read this policy, **insurance certificate** and any endorsements carefully, keep them in a safe place and refer to them should a policy service be required or a claim occur.

Your right to cancel – if having purchased this insurance **you**, as the **Policyholder**, decide that it does not meet **your** requirements please return this policy at once to:

The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, 64026 Roseto degli Abruzzi (TE), Italy or telephone on +39085-8930333 within 14 days of the Date of Issue and provided that no claim has been made, the premium will be refunded in full.

2. Important Information

Health – this insurance contains certain exclusions and conditions about the state of health of all **Insured** covered by this insurance. If **you** are in any doubt as to whether **you** or any other persons are eligible for full cover, please contact:

The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office – Medical Referrals Helpline, on +39085-8930333 (during normal office hours) or by fax on +39085-8930050 or alternatively email to medicalreferrals@daneurope.org

Material Facts – **you** or any **insured** person MUST tell **us** all **Material Facts**. A **Material Fact** is one which is likely to influence the cover provided. If, after buying the policy, a **Material Fact** becomes known or changes **you** must tell **us** and **we** reserve the right to impose special terms. If **you** are in doubt as to whether a fact is 'material', **you** should tell **us** by completing a medical self-declaration form.

If **you**, as the **Insured** do not disclose all **material facts** in full, this may result in **your** claim not being paid. Examples of **Material Facts** include pre-existing medical conditions or previous dive related **accidents** or anything which increases the likelihood of a claim being made under this policy.

Please contact The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office – Medical Referrals Helpline, on +39085-8930333 (during normal office hours) or by fax on +39085- 8930050 or alternatively e-mail to medicalreferrals@daneurope.org

Your enquiry will be handled confidentially and **you** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Helpline Reference

3. How to register a complaint

It is **our** intention to provide an excellent service to all **our** policyholders, however, **we** recognise that there may be occasions when **you** feel that this has not been achieved. If **you** are unhappy with any aspect of the service that **you** receive, please contact either **your** usual insurance adviser or:

The General Manager

VING Insurance Brokers Ltd

DAN Building, Level 2-3, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta

Telephone no. +356 2016 1600 Email: daneuropecomplaint@vinginsurance.com

Please state the nature of **your** complaint, the Policy and/or Claim Number, the name of any claim handling organisation with whom **you** have been dealing and their reference number.

If after taking this action **you** are still unhappy with **our** response please write to:

The Complaints Manager

IDA Insurance Ltd

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

Telephone no. +356 2016 1631 Email: daneuropecomplaint@idassure.eu

If **you** are still unhappy, you may seek assistance from:

Office of the Arbiter for Financial Services

1st Floor, St. Calcedonius Square, Floriana, FRN 1530, Malta

Further information can be found at: <https://financialarbiter.org.mt>

The existence of this complaints procedure does not affect any right of legal action **you** may have against IDA Insurance Ltd (the **Insurer**).

4. Insurer Information

All cover under this policy is provided by IDA Insurance Ltd. (the **Insurer**) which is registered in Malta Number C36602 with an establishment situated in Malta as defined by the Insurance Companies Act 2006.

IDA Insurance Ltd. is authorised and regulated by the Malta Financial Services Authority and operates throughout the European Union and the European Economic Area under freedom of services authorisation.

5. Reciprocal Health Agreement

If **you**, the **insured**, are an European Union citizen, When travelling to or within European Union Countries **you** are strongly advised to obtain a European Health Insurance Card (EHIC), which will entitle **you** to benefit from the reciprocal health agreements which exist between European Union countries.

6. Travel Warnings by the Government of your Country of Residence

This insurance does not provide any cover in respect of any Journey to a destination where the Government of an EU or EEA country where **you** are resident has advised against travel. If you are unsure whether there is a travel warning for your destination, please check with the appropriate office of your Government.

7. Basis of Diving and Travel Assistance Cover

We will (unless specified to the contrary) provide EACH **Insured** named in the **Insurance Certificate** with insurance in the manner described in each Section of this policy subject to the terms, provisions, conditions, limitations and exclusions therein and the General Exclusions and General Conditions of this policy.

THIS IS NOT a private medical insurance policy and only gives cover during a diving activity or in the event of accident or illness that manifests itself during a journey. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence, no without charge public service available or no other more specific health or travel insurance cover. **We** also reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **you** will be expected to allow **us** or **our** representatives unrestricted access to all **your** medical records and information.

8. How to make a Claim

1. If there are any circumstances that may give rise to a claim under this policy the **Insured** (or his/her legal or personal representatives) must in respect of any claim:
 - a. Other than a claim for Legal Defence contact the Claims Handler as soon as practicable but within 14 days of such circumstances arising (or within 14 days of returning from the **Journey** if such circumstances arise during the **Journey**):
 - i. giving brief details of such circumstances and requesting a claim form
 - ii. when contacting the Claims Handler please quote the Short Term ID number or the Policy Number stated in the **insurance certificate**
 - b. Complete and return the claim form together with all receipts, reports and evidence requested on the claim form.
2. **Medical Expenses Claims** – the **Insurer** via its **24/7 Emergency Operating Centre** MUST BE NOTIFIED PRIOR TO:

the **Insured** being admitted as an inpatient at any hospital, clinic or nursing home.
3. **Legal Defence and Civil Liability Claims** –
 - a. DO NOT admit liability or offer or promise any payment or indemnity
 - b. Forward to the Claims Handler IMMEDIATELY upon receipt, every letter, claim, writ, summons or process
 - c. Notify the Claims Handler in writing IMMEDIATELY that **you** have knowledge of any impending prosecution, inquest, fatal **accident** or ministry inquiry in connection with any **accident** that may result in a claim
 - d. Comply with the policy Claims Conditions and Procedures
4. FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM. Please refer to the appropriate Section for full details.
5. **YOU MUST ALSO:**
 - a. Give all information and assistance that the **Insurers** may require
 - b. Comply with all reasonable deadlines set by the **Insurers**
 - c. Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance

GENERAL DEFINITIONS

DEFINITIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

Wherever these words or phrases appear in bold italic type in this policy they will have these meanings:

1 . 24/7 Emergency Operating Centre

means the assistance services provided by the Contractor engaged by **us** to provide a 24/7 emergency contact service to **you**

2 . Accident

means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:

- a. barotrauma and decompression sickness (including suspected DCI if diagnosed by **us**);
- b. asphyxia of a non-pathological origin;
- c. acute poisoning or envenomation caused by the ingestion or absorption of substances;
- d. drowning;
- e. exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable;
- f. sunstroke or heatstroke;
- g. injuries and traumas in general including when caused by marine life occurring anywhere in the world

3 . Administrator

means VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, P.O. BOX 77, 64026 Roseto degli Abruzzi TE, Italy

4 . Bodily Injury

means identifiable physical injury which:

- a. is caused by an **Accident**; and
- b. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured** within twelve months from the date of the **Accident**

5 . Complicated Pregnancy

means any condition as inpatient in a hospital for illness not connected with pregnancy, however, adversely affected by conception and/or caused by pregnancy. They are nephritis, nephropathy, heart decompensation, threatened abortion and any other medical and surgical conditions of equivalent or severer nature. **Complicated pregnancy** also means the unintentional cesarean section, extrauterine pregnancy and spontaneous abortion. **Complicated pregnancy** does not include neurovegetative phenomena in the first 3-month period, hyperemesis gravidarum, preeclampsia and those conditions associated with a **complicated pregnancy**, which however do not represent any complicated nosology independent of pregnancy

6 . Country of Operation

means the country provided by the **Policyholder** as the location of the **Dive Club** which has been accepted by **us** when applying for this Insurance and appearing on the **Insurance Certificate**

7 . Country of Residence

means the **Insured's** country of permanent residence, indicated to us by the residential address included in your application or renewal for this insurance and which appears on the **Insurance Certificate**. This is the country to which you will be repatriated in the event of a medical emergency, if required.

8 . Dive Club

means a Person, Organisation or Association of any type, defined as the **Policyholder**, providing **Dive Club Services** to persons planning to or participating in **Diving Activities**.

9 . Dive Club Services

means the provision of advice and instruction in **recreational diving and/or snorkelling** including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides

10 . Diving Activity / Diving Activities

means:

- a. diving with scuba or rebreather apparatus from the moment **you**, the **insured**, lift **your** assembled Buoyancy Compensator Device / underwater breathing apparatus to wear it and enter water, until **you** totally exit water and **your** scuba tank or rebreather unit is placed on the ground or boat deck, whichever is first;
- b. breath-hold diving or snorkelling, from the moment **you**, the **Insured**, completely enter until **you** exit the water.

11 . Diving Bodies

means recognised national controlling organisations whether or not affiliated to R.S.T.C. or C.M.A.S. who establish and publish guidelines and recommendations to their membership for safe diving practice

12 . Emergency Medical Assistance

means any request made for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**

13 . Insurance Certificate

means the insurance document providing written confirmation of cover for insurance to the **Policyholder** or to the **Insured** Person and confirming those details declared to **us** before the commencement of any insured **Diving Activity**.

14 . Insured/you/your

means the **Beneficiary** who will benefit from this policy, as being the **Policyholder's** client as stated in the **Insurance Certificate**

15 . Insurer/we/our/us

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

16 . Loss of limb

means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg

17 . Material fact

means facts about **you**, the **Insured**, or **your** activities that are likely to influence **us** in accepting **your** insurance.

This includes medical conditions that may disqualify **you** from performing **diving activities**. If **you** have any doubt as to whether a fact is 'material' **you** should tell **us** in writing by e-mail or for medical **material facts** by completing a medical self-declaration form

18 . Medical expenses

means expenses necessarily incurred by the **Insured** for medical, hospital, surgical, manipulative, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire and other medical evacuation expenses from the location of the **accident** to the nearest reasonable treatment centre

19 . Period of Insurance

means the **Period of Insurance** stated in the **Insurance Certificate**

20 . Permanent Total Disablement

means disablement which entirely prevents the **Insured** from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement

21 . Policyholder

means the **Dive Club** as defined in this section

22 . Professional Diving

means the provision of advice and instruction in **Recreational Diving** including all supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including personal **Recreational Diving Activity** and work (both voluntary and remunerated) for civil protection agencies. **Diving Activities** directly or indirectly related to scientific, exploratory or media activities are also considered **professional diving** (unless purely voluntary without any form of remuneration or reward)

23 . Recreational Diving

means all snorkeling, and **recreational Diving Activities** carried out by the **Insured** as stated in the **Insurance Certificate** attached to this Policy with or without breathing apparatus whether as a student or not including:

- a. Compressed air diving in any form
- b. Enriched air "nitrox" diving with fixed percentages with an open circuit or a "rebreather"
- c. The use of oxygen enriched air or of oxygen to maximize decompression safety

DAN Europe recommends gas partial pressures up to a maximum of 1,6ATA Oxygen and 5,6ATA Nitrogen in the breathing mixture

24 . Terrorism

means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this clause any loss, destruction or damage is not covered by this Insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the **Insured**

25 . You/ your

means the **Policyholder** and/or the **Insured** unless specified clearly.

Words in the masculine gender shall include the feminine.

Endorsement means the document confirming any alteration in **your** insurance confirmed by **insurers**.

GENERAL CONDITIONS

CONDITIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

1 . Precautions

The **Insured** MUST

- a. Take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering any property **insured**
- b. Not book or undertake the **Diving Activity** or journey against medical advice

2 . Insurer's rights in the event of a claim in respect of all Sections other than Legal Defence

- a. The **Insurer** shall be entitled but not bound to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- b. The **Insurer** shall be entitled at any time in its own name or in the name of the **Insured** to take action to effect the recovery of all or any part of a claim for emergency **medical expenses** or for securing reimbursement in respect of any claim settled and the **Insured** shall give the **Insurer** all information and assistance in so doing.

3 . Claims

If there are any circumstances that may give rise to a claim under this policy the **Insured** must follow the procedure How to Make a Claim, detailed in General Information

4 . Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or if there has been a misstatement or concealment by the **Insured** or any person acting on behalf of the **Insured** to obtain benefit under this policy, all benefit hereunder shall be forfeited

5 . Cancellation (Note: only applicable for the 365 days cover)

We may cancel this policy by giving **you** 30 days notice of cancellation in writing by recorded delivery to **Your** last known **Residence** and by returning a proportionate part of the premium for any unexpired **period of insurance**. You may cancel this policy by returning it to Us together with written cancellation instructions at any time within 14 days of the inception or renewal date of the Policy and provided that no claim has been made or **Journey** commenced or that **you** have not dived the premium will be refunded in full.

6 . Observance

The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy so far as they relate to anything to be done or complied with by the **Insured** and the disclosure of all **Material Facts** shall be a condition precedent to any liability of the **Insurers** to make any payment under this policy

7 . Arbitration in respect of all Sections other than Legal Defence

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the law

applicable to this contract. The language of arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**.

8 . Jurisdiction

The competent jurisdiction shall be exclusively that of the location where the **Insurer** has his registered offices, except for the limits due to the application of imperative laws of the **Country of Residence** or of the country where the risk is located.

9 . Uninsured Expenses

If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers** on the **Insured's** behalf or any additional or increased costs and/or expenses incurred by the **Insurers** as a result of the **Insured's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured** shall repay all such costs and/or expenses to the **Insurers** within 30 days of his/her being requested to do so by the **Insurers**

10 . Other Insurance or Indemnities

- a. The **Insurers** will not seek contribution from any other insurance held by the **Insured** in respect of any claim under Death and Disability benefits.
- b. The **Insurers** will seek contribution from any other insurance held by the **Insured** where:
 - i. There is in force insurance covering the same claim in which case this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
 - ii. The **Policyholder** or **Insured** Person also seeks to obtain indemnity in respect of the same claim from any other insurance in which case the **Insurers** will not be liable to pay more than their proportionate share of any such claim, costs and expenses in connection therewith

11 . Data Protection Act

Personal Information – The **Insurer** may collect, hold and process certain types of information regarding the **Policyholder** and/or the **Insured** for particular purposes as allowed by law and in accordance with the **Insurer's** Data Protection and Privacy Statement (a copy of which can be obtained from **us** on request). Due to the sensitive nature of some of this information the **Policyholder** and/or the **Insured**, by accepting this policy, consents to the **Insurer** to process this information and where required by the **Insurer** to pass this information to third parties such as loss adjusters and other agents

12 . No (re)insurer

shall be deemed to provide cover and no (re)**insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such benefit would expose that (re)**insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

1. This insurance does not cover any:
 - a. Person aged 75 or over, unless the policy specifically confirms this in writing
 - b. Loss, damage, **bodily injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured** or breach of any law or enactment by the **Insured** or arising out of **Your** gross negligence
 - c. Claim arising out of a **Material Fact**
 - d. Claims arising if at the time of purchasing this insurance the **Insured**:
 - i. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 - ii. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
 - iii. Have had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months
 - iv. Have been taking continuous medication and have had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated
 - v. Have any medical conditions for which the **Insured** is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
 - vi. Have been advised of a terminal prognosis
 - e. Claim caused by or arising from:
 - i. Willfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
 - ii. Mental illness
 - iii. Myocardial infarction and its consequences, hernias and the breaking of subcutaneous tendons, unless such diseases are the consequence of an **insured** external and violent cause
 - iv. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
 - v. **Complicated Pregnancy** and/or Childbirth
 - f. Death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured's** own criminal act
 - g. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war
 - h. Warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
 - i. Insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these
 - j. Discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
 - k. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action.

- l. Loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
 - m. Claim directly or indirectly caused by, contributed to or arising from:
 - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof
2. The **Insurer** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Section 1 - Diving Risks.
 3. The **Insurer** shall not be liable for any claims arising directly or indirectly from:
 - a. Medical treatment or expense prescribed or administered by a family member of the **Insured**
 - b. Medical treatment or expense not approved as necessary or of a medical nature
 - c. Aesthetic treatments, complications following vaccinations or for treatment from chiropractors and osteopaths
 4. Notwithstanding anything in the Insurance or in any extension(s) thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils **insured** against) this Insurance does not cover loss or destruction of or damage to any property or **Bodily Injury** anywhere in the world or loss resulting therefrom caused by or happening through or in consequence of:
 - (i) Civil commotion
 - (ii) Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association as defined by the national legislation on **Terrorism** in the **country of residence** of the **Policyholder** and/or the **Insured**.
 This overriding exclusion applies to this Insurance and to any extension(s) thereof, except only if an extension be issued hereafter which expressly cancels this overriding exclusion.
 5. Contracts (Rights of Third Parties) Exclusion Clause – Neither this policy nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. This clause shall not affect the rights of the **Policyholder** and/or the **Insured** (as assignee or otherwise) or the rights of any loss payee.

COVERAGE SECTION 1

DIVING RISKS

The **Insurers** hereby agree that if an **Accident** occurs during a **Diving Activity** within the **period of Insurance** then **we** the **Insurers** will pay to or on behalf of the **Insured** reasonable **Medical Expenses** incurred as a result and the death or disability benefits after the total claim shall be substantiated.

You will be covered during **Recreational Diving** for the following expenses as long as in **Our** opinion following consultation with **Our** Medical Officers, these expenses are medically necessary and the costs reasonable.

In respect of coverage under this Section, the definition of **diving activity** is deemed to include:

1. Assembly/disassembly and checking of diving equipment
2. Kitting up with and kitting off from diving equipment
3. Loading and unloading of diving equipment onto a means of transport for the purpose of directing oneself towards or from a dive location
4. Embarkation or disembarkation onto/from a dive boat.

1. Emergency Medical Expenses & Repatriation

1. **a. For the 1 - 30 days plans - Medical Expenses** the **Insured** will have to pay or which **We** may elect to pay on the **Insured's** behalf, inside Spain. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, emergency dental treatment, emergency transport by ambulance (or other rescue service to take you to the hospital or clinic), nursing home and nursing costs.
b. For the 365 days plan only - Medical Expenses the **Insured** will have to pay or which **We** may elect to pay on the **Insured's** behalf, worldwide including Spain. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, emergency dental treatment, emergency transport by ambulance (or other rescue service to take you to the hospital or clinic), nursing home and nursing costs.
2. Rescue costs following a diving related **accident** only (including cave diving).
3. Extra accommodation (room costs only) and travel expenses in case of disruption of travel plans following an indemnifiable diving related **accident**, for the **Insured** and up to 1 travelling companion or travel partner.

Furthermore if as a result of an **Accident**:

4. **a. For the 1 - 30 days plans - Our** Medical Officers consider prescribing specialised Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy **we** will indemnify the **Insured** for these treatment costs up to the limits stated in the **Insurance Certificate**. This condition applies in Spain only.
b. For the 365 days plan only - Our Medical Officers consider prescribing specialised Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy **we** will indemnify the **Insured** for these treatment costs up to the limits stated in the **Insurance Certificate**. This condition applies worldwide including Spain.

2. Death or Disability

1. The **Insurers** hereby agree that if an **Accident** occurs during the **Diving Activity** of a Recreational Diver within the **Period of Insurance** that results in **Bodily Injury** then **we, the Insurers** will pay to or on behalf of the **Insured** the **Insured** Benefits, according to the Table of Serious Permanent Disabilities after the total claim shall be substantiated.
2. Provided always that the **Insured** Benefits are conditional that:
 - a. Compensation shall not be payable under more than one of the Items of the Table of Serious Permanent Disabilities in respect of the consequences of one **Accident** to any one **Insured**
 - b. The total sum payable to the **Insured** in respect of one or more claims under this Section, shall not exceed the largest amount of benefit available under any one of the items contained in the Table of Serious Permanent Disabilities or added to this section by endorsement. However, the **Insurers** will, in addition, pay **Medical Expenses**, up to the insured limit
 - c. No weekly compensation shall be payable
 - d. As death is covered, if an **Accident** causes the death of the **Insured** within twelve months following the date of the **Accident** there shall be paid only the compensation provided for in the case of death up to the limit specified in the **Insurance Certificate**.
3. Compensation shall only be payable if:
 - a. Death occurs within twelve months from the date of the **Accident**
 - b. Under Items a) to j) of the Table of Serious Permanent Disabilities, loss occurs within twelve months from the date of the **Accident** and such disablement lasts for twelve months and at the expiry of that period is beyond hope of improvement.
4. Any money settled by the **Insurer** as a result of a claim submitted under any Death benefit will be paid to the legal heirs of the **Insured** as confirmed by legal proof or notarial deed.

3. Table of Serious Permanent Total Disabilities

The percentages indicated below represent a percentage of the sum **insured** indicated under the Permanent Total Disability benefit in the **Insurance Certificate** attached to this Policy. Cover is for Permanent Total Loss only of the limbs or parts or functionality of the body as defined below:

a. Total loss (anatomical or functional) of sight or of two or more limbs or of an eye and of a limb	100%
b. Total loss (anatomical or functional) of one eye or limb	50%
c. Total loss of the voice or complete deafness in both ears	100%
d. Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist	20%
e. Complete deafness in one ear	15%
f. Total loss (anatomical or functional) of:	
- A thumb	15%
- An index finger	10%
- Any other finger of the hand or a big toe	3%
- Any other toe	1%

g. Loss of:	
- Both hands or both feet	100%
- One hand and one foot	100%
- Sight of both eyes	100%
h. Total loss of sight of one eye and loss of one hand or one foot	100%
i. Loss of one hand or one foot	50%
j. Loss of balance due to irreversible vestibular damage, impairing normal equilibrium/autonomous walking	50%

Loss of a hand or a foot is understood to mean their anatomical loss at or above the wrist or the ankle. Loss of the sight of one or both eyes is understood to mean the irrecoverable loss of that faculty.

If, as a result of the **accident**, the **Insured** suffers even more than one of the above-mentioned injuries, **We** will only indemnify the **Insured** for one of the benefits above whichever is the highest.

4. Exclusions applicable to Section 1 only

This Section does not cover any **Accident** directly or indirectly arising out of or consequent upon or contributed to by:

1. The **Insured** engaging in or taking part in any activity:
 - a. For naval, military or air force services or operations
 - b. For professional fishing
 - c. For record breaking attempts of any type
 - d. Outside the definitions of **Recreational Diving** or **Professional Diving**
2. Use of underwater transport craft whether or not under the control of or being used by the **Insured** except for underwater scooters for individual use.

5. Conditions applicable to Section 1 only

1. If an **Insured** shall engage in any of the above excluded **diving activity** which expose the **Insurer** to greater risk without first notifying **Insurers** and obtaining their written agreement to the amendment of this Section (subject to the payment of such additional premium as the **Insurers** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising therefrom
2. As the national health service in Spain does not provide medical services for **Accidents** arising from **Diving Activities**, **your Medical Expenses** shall be incurred by us. Nevertheless **We** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate
3. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated
4. Notice must be given to the **Insurers** as soon as reasonably practicable of any **Accident** which causes or may cause Medical Expense, death or disablement within the meaning of this Section, and the **Insured** must as early as possible place himself under the care of a duly qualified medical practitioner. Prior to considering a claim for death benefits, a 'cause of death' certificate and an autopsy report will need to be provided to **us** whenever **we** consider it necessary

5. **We** shall not incur any telephone, mobile, internet costs or other expenses incurred to prepare or submit a claim against **us**

COVERAGE SECTION 2

THIRD PARTY LIABILITY

APPLICABLE ONLY IF THIRD PARTY LIABILITY COVER IS SPECIFIED ON THE INSURANCE CERTIFICATE ATTACHED TO THIS POLICY

1. Coverage

1. The **Insurers** hereby agree to indemnify the **Insured** against all sums that the **Insured** shall become civilly or legally liable to pay as a result of accidental **Bodily Injury** or damage to property occurring whilst engaged in **Recreational Diving Activities** inside the **Country of Operation** of the **Policyholder** and up to the Limit of Indemnity specified on the **Insurance Certificate**
2. Provided always that:
 - a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing insurance and that coverage is always subject to the terms, coverage, exclusions and conditions contained herein
 - b. Legal Fees and other costs incurred in the legal defence of the **Insured** shall be payable up to and not greater than the Limit of Indemnity shown on the **Insurance Certificate**.

2. Exclusions applicable to Section 2 only

The insurance under this Section does not cover liability for:

1. **Bodily Injury** or Disease caused to any person arising out of and in the course of his/her employment by the **Insured** or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the **Insured**, the primary purpose of which is the provision of labour only
2. Loss of or Damage to Property owned by the **Insured** or in the **Insured's** care, custody or control
3. **Bodily Injury** or disease and/or Loss of or damage to property:
 - a. Caused by the ownership or operation by or on behalf of the **Insured** of any vehicle for which insurance is required under any Road Traffic legislation whilst on any road within the meaning of this legislation
 - b. Caused by the ownership or operation by or on behalf of the **Insured** of any aircraft or waterborne vessel
4. **Bodily Injury** or disease and/or loss of or damage to Property arising (after they have ceased to be in the possession or under the control of the **Insured**) out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Insured**.
5. Personal injury or **Bodily Injury** or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or **Bodily Injury** or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during this **Period of Insurance**

6. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during this **Period of Insurance**
7. Fines, penalties, punitive or exemplary damages
8. Any commercial or professional activity carried out by the **Insured**
9. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise

3. Memorandum applying to Section 2 only

The **Insurers** will also pay, in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy any legal expenses incurred in the **Country of Operation** of the **Policyholder** specified in the **Insurance Certificate** with their consent for:

1. Representation at any Coroner's Inquest, or Fatal **Accident** Inquiry
2. Defending any proceedings in any Court of Summary Jurisdiction

4. Conditions applying to Section 2 only

1. **APPLICABLE LAW** – You are insured according to the law of the **Country of Operation** of the **Policyholder**.
2. **LIMIT OF INDEMNITY CLAUSE** – The total liability of **Insurers** under this Section to pay damages and or claimants costs fees and expenses shall not exceed the sum stated in the **Insurance Certificate** in respect of any one claim or series of claims against the **Insured** arising out of one Occurrence
3. **JOINT LIABILITY** – In the event that damages are caused by concurrent causes apart from the conduct of the **Insured**, coverage will apply only within the limits of the percentage share of responsibility that will be definitely established and attributed to the **Insured**, even in the case any reimbursement obligation of the **Insured** is joint and obliges him to reimburse the total amount.
4. **CROSS LIABILITY CLAUSE** – It is hereby declared and agreed that where more than one party is named in the Insurance as "the **Insured**" cover under this Section shall apply as though individual Insurances had been issued to each such party. Provided always that **Insurers'** total liability shall not exceed the Limits of Liability stated in the **Insurance Certificate**.
5. **CLAIMS PROCEDURE CLAUSE** – The **Insured** shall give to the **Insurers** notice as soon as possible in writing, with full particulars of the happening of any occurrence likely to give rise to a claim under this Section or of the receipt by the **Insured** of notice of any claim and of the institution of any proceedings against the **Insured**. The **Insured** shall not admit liability for or offer or agree to settle any claim without the written consent of the **Insurers**, who shall be entitled to take over and conduct in the name of the **Insured** the defence of any claim and to prosecute in the **Insured's** name for the **Insurer's** benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The **Insured** shall give to the **Insurers** such information and assistance as the **Insurers** may reasonably require.
6. **EXCESS CLAUSE** – The indemnity provided by this Section of the Policy does not cover the amount of the Excess shown in the **Insurance Certificate** which shall be deducted from each and every claim for Loss of or Damage to Property.
7. **SERIAL LOSSES** – All claims arising out of or attributable to the same loss or cause form a serial loss and will be considered by this policy as a single loss regardless of the number of injured parties, claimants or beneficiaries.
8. **DISCOVERY CLAUSE** – The indemnity provided by this section of the policy will also operate for up to 60 months after the expiry of this insurance solely in respect of losses occurring before the expiry of

this insurance. Any claims received by the **Insured** in respect of losses occurring before the expiry of **your** insurance and notified to us during this 60 month period will be considered as made within the **Period of Insurance** subject to **you** complying with all Policy terms, exclusions and conditions including **your** obligation to notify **us** immediately **you** become aware of any loss that may result in a claim under this policy.

9. The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims under Section 2 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment. The liability of the **Insurer** to pay Defence Costs where damages exceeding the Limit of Indemnity have to be paid and the **Insurer** has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.