



# **SPORT DIVING SHORT TERM INSURANCE**

INDEX		Page No.
	<b>GENERAL INFORMATION</b>	<b>3</b>
	1. Diving Risks Insurance Specialists	3
	2. DAN Europe Foundation	3
	3. Insurance Certificates	3
	4. Important Information	3
	5. How to register a complaint	3
	6. Insurer Information	4
	7. Helpline Numbers	4
	8. Reciprocal Health Agreement	4
	9. Basis of Diving and Travel Cover	4
	10. How to make a claim	5
	<b>GENERAL DEFINITIONS</b>	<b>5</b>
	<b>GENERAL CONDITIONS</b>	<b>7</b>
	<b>GENERAL EXCLUSIONS</b>	<b>8</b>
	<b>COVERAGE SECTIONS</b>	<b>10</b>
	• Section 1 - Diving Risks	10
	A. Emergency Medical Expenses & Repatriation	10
	B. Death Or Disability Benefits	11
	C. Exclusions	12
	D. Conditions	12



## GENERAL INFORMATION

### 1. Diving Risks Insurance Specialists

## WELCOME TO INTERNATIONAL DIVING ASSURANCE LIMITED SPORT DIVING SHORT TERM

This short term diving risks insurance policy is underwritten by International Diving Assurance Ltd (the *Insurer*). This policy, the policy schedule or certificate and any endorsements are based on the information *you* provided *us* and form the contract of insurance between *you* and *us*. Each *Insured* should read this policy, policy schedule, 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.

### 2. DAN Europe Foundation

This short term diving risks insurance policy has been issued by *insurers* to *you* a DAN Europe Foundation *Dive Club* member resident in the countries and territories that are the responsibility of DAN Europe Foundation. These countries include Geographic Europe, the countries bordering the Mediterranean Sea and the Red Sea, the Middle East and the countries bordering the Persian Gulf, the countries bordering the Indian Ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries.

All clients of your dive club of whatever nationality are entitled to subscribe to your short term policy subject to the specific agreements reached with us.

This policy provides insurance cover according to the benefits detailed in *your* policy schedule. Any Person taking part in a *diving activity* provided by your *Dive Club* is automatically insured for the insured benefits provided:

1. the details required by the *insurer* provided form or list are completed and emailed to insurers on insure@deib.eu before the commencement of any *diving activity* or as may otherwise be agreed with *us*; and
2. *you* pay the short term insurance premiums due under this insuring agreement within the payment terms.

### 3. Insurance Certificates

Any person taking part in a *diving activity* provided by your *Dive Club* who complies with the above provisions is deemed to be an *Insured Person* entitled to the insurance and assistance benefits of the policy and is also deemed to be in possession of an Insurance Certificate specifying the benefits of insurance provided and issued by the *Insurer*.

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

The *Administrator*, DAN Europe Insurance Brokers Ltd, 25, Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta, or telephone on +356-21319000 within 14 days of the *Date of Issue* and provided that no persons have been entered in the insurer provided list and that therefore no claim has been made the deposit premium will be refunded in full.

Any short term coverage provided under the terms of this policy cannot be cancelled after it has been issued and has no entitlement to a refund of any insurance premium, fee or tax liability.

### 4. Important Information

**Health:** this insurance contains certain exclusions and conditions about the state of health of all *Insureds* 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*, DAN Europe Insurance Brokers Ltd, Continental Europe Office - Medical Referrals Helpline, on +39085-8930333 during normal office hours) or by fax on +39085-8930050 or alternatively e-mail to medicalreferrals@deib.eu

*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.

**Material Facts:** *you* MUST tell *us* all *Material Facts*. A *Material Fact* is one which is likely to influence the cover provided. If, after buying the policy or booking a *Journey* or dive (whichever is the later), 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* do not, 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*, DAN Europe Insurance Brokers Ltd, Continental Europe Office - Medical Referrals Helpline, on +39085-8930333 during normal office hours) or by fax on +39085-8930050 or alternatively e-mail to medicalreferrals@deib.eu

*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.

### 5. 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 Complaints Manager

International Diving Assurance, Limited  
25, Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta  
Telephone no. +356 2131 9000  
Email: daneuropecomplaint@deib.eu



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 Managing Director**

International Diving Assurance , Limited  
25, Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta  
Telephone no. +356 2131 9000  
Email: daneuropecomplaint@deib.eu

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

The Complaints Officer, Malta Financial Services Authority, Notabile Road, Attard BKR14, MALTA. e-mail: consumerinfo@mfsa.com.mt; Phone: Freephone 00356 800 74924 or normal MFSA lines on 00356 2144 1155

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

## 6. Insurer Information

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

International Diving Assurance Ltd (IDA) is authorised and regulated by the Malta Financial Services Authority and operate throughout the European Union and the European Economic Area under freedom of services authorisation.

## 7. Helpline Numbers

This policy entitles **Insured(s)** to the use of the Assistance Services **we** provide via **our 24/7 Emergency Operating Centre**. This service is provided on **our** behalf by I.P.A.S. Spa a subsidiary of AXA Group based in Rome. Through the services of **our 24/7 Emergency Operating Centre** a team of trained multi-lingual assistance co-ordinators are available to provide **you** with the various Assistance Services provided by the Policy.

To comply with Policy Conditions **you** must notify **us** via our **24/7 Emergency Operating Centre** prior to:

1. an **Insured** being admitted as an in-patient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **you** must contact **us** as soon as possible after **you** are admitted
2. any medical evacuation or repatriation arrangements being made
3. burial or cremation or transportation of the **Insured's** body
4. any hospital transfer being arranged or return home costs incurred

Once contacted, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation or transportation is arranged by the most suitable method. Diving and other medical emergencies will be referred by the **24/7 Emergency Operating Centre** to and handled by the DAN Europe Hyperbaric Medical specialists.

**You** are advised that all coverage limits including those for Medical and Repatriation cover are reduced to a combined limit of 50.000,00€ any one claim if **we** do not manage, book and guarantee the provision of any of the insured emergency services. **You** are strongly advised to contact **our 24/7 Emergency Operating Centre** to obtain the full service and indemnity **we** provide under the Policy terms, conditions, exclusions and limitations of cover.

**The 24/7 Emergency Assistance telephone number is : +3906-4211 5685**

When contacting us please advise the **24/7 Emergency Operating Centre** that **you** are a DAN Europe Foundation member and confirm **your** DAN membership number.

There are many other circumstances where their advice and assistance could prove invaluable. For instance they can:

- (a) Liaise with medical staff and hospitals
- (b) Guarantee medical fees if necessary
- (c) Arrange emergency repatriation with medical escort if necessary
- (d) Provide advice and guidance to other members of the party if **you** are unfortunate enough to go into hospital
- (e) Provide referral to an Embassy, Consulate or other source of legal consultation
- (f) Organise onward travel tickets following missed departure

## 8. Reciprocal Health Agreement

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

## 9. Basis of Diving and Travel Assistance Cover

**We** will (unless specified to the contrary) provide **EACH Insured** named in the policy certificate and schedule 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.



## 10. How to make a Claim

**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.

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:

1. contact the **Claims Handler** as soon as practicable but within 10 days of such circumstances arising:  
giving brief details of such circumstances and requesting a claim form  
When contacting the **Claims Handler** please quote the DAN membership number or the Policy Number stated in the policy certificate or schedule
2. complete and return the claim form together with all receipts, reports and evidence requested on the claim form

All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**.

Please note that in certain circumstances more immediate action is required to ensure that **your** claim is not prejudiced i.e.:

**Medical Expenses Claims - the Insurer via its 24/7 Emergency Operating Centre MUST BE NOTIFIED PRIOR TO:**

- A. the **Insured** being admitted as an inpatient at any hospital, clinic or nursing home
- B. any repatriation arrangements being made
- C. burial, cremation or transportation of the **Insured's** body
- D. any hospital transfer being arranged or return home costs incurred

**FOR ASSISTANCE TELEPHONE THE 24/7 HOTLINE ON +3906-4211 5685**

When contacting **us or the 24/7 Emergency Operating Centre** please advise them that **you** are a DAN Europe Foundation member and confirm **your** DAN membership number.

**PLEASE REFER** to the appropriate Section for full details

**YOU MUST ALSO:**

**Give all information and assistance that the Insurers may require**

**Comply with all reasonable deadlines set by the Insurers**

**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

### INTERNATIONAL DIVING ASSURANCE LTD - SHORT TERM SPORT DIVING INSURANCE POLICY

GENERAL DEFINITIONS, CONDITIONS AND EXCLUSIONS 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:

**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**

**Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes barotrauma and decompression sickness (including suspected DCI if diagnosed by **us**); asphyxia of a non-pathological origin; acute poisoning or envenomation caused by the ingestion or absorption of substances; drowning; exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable; sunstroke or heatstroke; injuries and traumas in general including when caused by marine life occurring anywhere in the world.

**Administrator** means DAN Europe Insurance Brokers Ltd, 25 Villa Eden, Princess Elizabeth Street, Ta' Xbiex XBX 1103, Malta

**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**;

**Country of Residence** means the country provided by **you** when applying for this Insurance and which by reason of your **Residence** or Passport has been accepted by **us** as within the **Territory/Territories** and which appears on the Schedule or Certificate of the Policy



**Country of Operation** means the country provided by **you** as the location of your **Dive Club** when applying for this Insurance accepted by **us** as within the Territory/**Territories** and appearing on the Schedule or Certificate of the Policy

**Certificate of Insurance** means the insurance document confirming the details of the **Insured Person** or the details of the **Insured Person** entered into the lists sent to **us** before the commencement of any insured **diving activity**

**Diving Activity/Diving Activities** means **Recreational Diving** from the moment when **you** start kitting up to enter water until **you** totally exit water and kit off and includes out of water tuition time in simulators or elsewhere, local transportation to or from the dive location and the filling of tanks and loading and un-loading of equipment

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

**Dive Club Services** means the provision of advice and instruction in recreational snorkel and/or sports diving including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including all ancillary, social, recreational, promotional and other special interest diving or services agreed by the Company

**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

**Emergency Medical Assistance** means any request made by a **Recreational Diver** for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**.

**Insured Person/you/your** means each person stated in the certificate of insurance issued or deemed issued by the **Insurer** to persons undertaking a **diving activity** organised by the **dive club** and to **us** before the commencement of any insured **diving activity**

**Insurer/we/our/us** means International Diving Assurance Ltd, 25 Villa Eden, Princess Elizabeth Street, Ta' Xbiex XBX 1103, Malta

**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;

**Material fact** means facts about **you** or **your** activities that are likely to influence **us** in accepting **your** insurance. This includes medical conditions that may disqualify **you** from diving or **your diving activities** where these are not within the safe practices published by reputable **diving bodies**. 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

**Medical expenses** means expenses necessarily incurred by **you** 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;

**Period of Insurance** means the **Period of Insurance** stated in the Policy Schedule or in respect of Certificates issued to clients of the **insured** the **Period of Insurance** stated in the Insurance Certificate.

**Permanent Total Disablement** means disablement which entirely prevents **you** 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;

**Recreational Diving** means all snorkelling, and recreational **Diving Activities** (including voluntary work for civil protection agencies) carried out by the **Insured** as stated in the Schedule or Certificate attached to this Policy with or without breathing apparatus whether as a student or not including:

- Compressed air diving in any form;
- Enriched air "nitrox" diving with fixed percentages with an open circuit or a "rebreather";
- The use of oxygen enriched air or of oxygen to maximize decompression safety;
- The use of normoxic "Trimix" mixtures at depths less than 50m to minimize the narcotic effects of compressed air;

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

- **Technical Diving** as defined subject to the medically recommended gas partial pressures of 1,4ATA Oxygen or up to a maximum of 1,6ATA Oxygen and 3,95ATA Nitrogen in the breathing mixture.

**Residence** means the residential address included in your application or renewal for this insurance and which appears on the Certificate or Schedule of the Policy

**Repatriation Expenses** means expenses approved by **Us** as necessary to return **you** to **your Country of Residence** in the most appropriate medical and economical manner including where in **Our** opinion it is medically necessary by air ambulance;



**Technical Diving** means dives conducted with the use of variable gas mixtures (Nitrogen-Helium-Oxygen otherwise called Trimix or Helium - Oxygen otherwise called Heliox) up to depths not exceeding 130 metres.

On written submission of a full dive profile and proposed safety and support measures **insurers** may consider providing specific per dive insurance for any dive exceeding 130 metres and/or the maximum gas partial pressure limits allowed above.

**Temporary Total Disablement** means disablement which for not more than 52 weeks entirely prevents **you** from attending to **your** business or occupation of any and every kind;

**Territory/territories** means the DAN Europe countries which include geographic Europe, the countries bordering the Mediterranean sea and the red sea, the middle east and the countries bordering the Persian Gulf, the countries bordering the Indian ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries including any other country or territory as may be noted in the certificate or schedule attached to this policy.

**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.

Words in the masculine gender shall include the feminine.

Schedule means the document providing **you** with written confirmation of cover for insurance for one year;

Certificate means the document providing **you** with written confirmation of cover for insurance of less than one year;

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

## GENERAL CONDITIONS

### APPLICABLE TO ALL SECTIONS OF THE POLICY

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. **Claims** - If there are any circumstances that may give rise to a claim under this policy the **Insured and Insured Person** must follow the procedure 'How to Make a Claim' detailed on page 5 and supply at the request of and free of expense to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with all reasonable deadlines set by the **Insurers** and complying 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. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurers**

3. **Insurer's** rights in the event of a claim in respect of all Sections -

- A. The **Insurer** shall be entitled but not bound to take over and conduct in the name of the **Insured or Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured or Insured Person** 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 or Insured Person** to take action to effect the recovery of all or any part of a claim for emergency **medical expenses** or **repatriation expenses** or for securing reimbursement in respect of any claim settled and the **Insured or Insured Person** shall give the **Insurer** all information and assistance in so doing

4. **Fraud** - If any claim is in any respect fraudulent or if any fraudulent means or devices are used 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** - **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 un-expired **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 **Certificate of Insurance** has been issued and that all future rights under the policy are withdrawn in writing the premium will be refunded in full. Any **Certificate of Insurance** issued under this policy cannot be cancelled after it has been issued but should the policy be cancelled by insurers or the **Dive club** any **certificate of insurance** issued prior to cancellation will also remain valid until each Certificate's expiry date



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* or the *Insurance Person* 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. **Adjustment of Premium** - Where the insurance under any section of the policy is arranged on an adjustable basis the *Insured* shall keep accurate records and in the manner agreed make declarations to *Insurers* so that the necessary adjustment of premium may be made. The method of premium adjustment and the Policy coverage sections applicable will be stated on the Policy schedule.
8. **Arbitration** in respect of all Sections 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 statutory provisions for the time being in force in Malta. The place of arbitration shall be in Malta and the language of the 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*.
9. **Jurisdiction** - The *Insured*, *Insured Persons* and the *Insurers* have agreed that this policy shall be governed by and construed in accordance with Maltese Law which will have exclusive Jurisdiction on any policy disputes which will be based on the English policy version
10. **Uninsured Expenses** - If any costs and/or expenses not covered by this insurance have been incurred by the *Insurers* on the *Insured's* or the *Insured Person's* behalf or any additional or increased costs and/or expenses incurred by the *Insurers* as a result of the *Insured's* or the *Insured Person's* failure to comply with the terms, provisions, conditions and limitations of this policy then the *Insured* or the *Insured Person* 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*
11. **Other Insurance or Indemnities** -
  - A. the *Insurers* will not seek contribution from any other insurance held by the *Insured Person* in respect of any claim under Section 1b - Death and Disability
  - B. the *Insurers* will seek contribution from any other insurance held by the *Insured or Insured Person* 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 *Insured 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
12. **Data Protection Act - Personal Information** - The *Insurer* may collect, hold and process certain types of information regarding the *Insured or Insured Person* 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 *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

## GENERAL EXCLUSIONS

## APPLICABLE TO ALL SECTIONS OF THE POLICY

1. This insurance does not cover any:
  - A. person aged 75 or over. No coverage is provided to any person over the age of 75 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:
    - i. manual work, commercial activities or hazardous occupation of any kind undertaken by **you**
    - ii. wilful, malicious or criminal act of the Insured or breach of any law or enactment by **you** or arising out of **Your** gross negligence
    - iii. participating in professional sports or hazardous sports of any kind other than underwater sports
  - C. claim arising out of a **Material Fact** which was not declared to *us* by completing a **medical self declaration form** when *you* purchased this insurance
  - D. claims arising if at the time of purchasing this insurance the following **material facts** were existent and the *Insured Person*:
    - 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, cardio-vascular, cerebro-vascular, 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 they are on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
- vi. have been advised of a terminal prognosis

However the **Insurer** may agree in writing not to apply exclusions D (i to vi) or the **Insurer** may impose special terms if **you** apply to the **Insurer** with details of the condition by completing a **medical self declaration form** and this insurance is suitably endorsed

- E. claim caused by or arising from:
  - i. pregnancy or childbirth but this exclusion shall not apply in respect of any **Diving Activity** commencing more than 12 weeks prior to the expected date of birth
  - ii. wilfully 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
  - iii. mental illness
  - iv. myocardial infarction and its consequences, hernias and the breaking of subcutaneous tendons
- F. death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured Person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Person'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 incidental 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**. This exclusion does not apply to Section 1a - Emergency Medical Expenses & Repatriation, Section 1b - Death and Disability except where nuclear, chemical or biological weapons are used.
- 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. ionising 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 1a - Medical and Other Expenses and - Section 1b - Death and Disability
- 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 Person**
  - B. medical treatment or expense not approved as necessary or of a medical nature by the **Insurer** after consultation with its Medical Officers
  - 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 **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.



	<p>5. <b>Contracts (Rights of Third Parties) Exclusion Clause</b> - 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 <b>Insured Person</b> (as assignee or otherwise) or the rights of any loss payee.</p>
<p><b>COVERAGE SECTIONS</b></p> <p><b>SECTION 1: DIVING RISKS</b></p>	<p>The <b>Insurers</b> hereby agree that if an <b>Accident</b> occurs during a <b>Diving Activity</b> organised by the <b>Dive Club</b> within the <b>period of Insurance</b> than <b>we</b> the <b>Insurers</b> will pay to or on behalf of the <b>Insured Person</b> reasonable <b>Medical Expenses</b> and if necessary and included in the Schedule or Certificate <b>Repatriation Expenses</b> incurred as a result and the death or disability benefits after the total claim shall be substantiated.</p> <p><b>You</b> will be covered during <b>Recreational Diving</b> for the following expenses as long as in <b>Our</b> opinion following consultation with <b>Our</b> Medical Officers, these expenses are medically necessary and the costs reasonable:</p>
<p><b>A. Emergency Medical Expenses &amp; Repatriation</b></p>	<ol style="list-style-type: none"> <li>1. <b>Medical Expenses</b> <b>you</b> will have to pay or which <b>We</b> may elect to pay on <b>your</b> behalf in the closest reasonable facility to the location of <b>Accident</b>. 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;</li> <li>2. The <b>Repatriation Expenses</b> or extra cost of returning to your home in <b>your Country of Residence</b> , including returning <b>you</b> by air ambulance if in <b>Insurer's</b> opinion this is medically necessary;</li> </ol> <p>In addition you will be covered for not more than the limits as stated in the Schedule or Certificate attached to this Policy for:</p> <ol style="list-style-type: none"> <li>3. costs of rescuing <b>you</b> from a location inside the <b>Country of Operation</b> of the <b>Dive Club</b> who organised the <b>Diving Activity</b> whether <b>you</b> are injured or not;</li> <li>4. search and recovery costs of <b>your</b> mortal remains whether successful or not;</li> <li>5. extra accommodation (room costs only) and travel expenses unavoidably incurred;</li> <li>6. extra travel and accommodation expenses for room costs only for one person who either has to stay with <b>you</b> or has to travel from your country of residence to escort <b>you</b> home if you are seriously ill or injured;</li> <li>7. for the cost of recovery of <b>your</b> body from a known location in the event of death and the extra cost of funeral expenses abroad or of bringing <b>your</b> body or ashes home</li> </ol> <p>Furthermore if as a result of an <b>Accident</b>:</p> <ol style="list-style-type: none"> <li>8. necessitating emergency medical transportation or hospitalisation of either <b>You</b> or <b>Your</b> rescuer and if during or as a result of the rescue attempt the underwater equipment is lost or abandoned than subject to the limits listed in the Schedule <b>We</b> will indemnify <b>You</b> or <b>Your</b> rescuer;</li> <li>9. and following medical treatment <b>you</b> are prescribed with a prosthetic device required as a direct consequence of <b>your</b> insured injuries than after consultation with <b>our</b> Medical Officers <b>we</b> may accept up to 500,00€ of such costs</li> </ol> <p>Provided that :</p> <ol style="list-style-type: none"> <li>i. No <b>Medical Expenses</b> or other costs shall be incurred or payments made by <b>us</b> unless <b>we</b> are first notified of and manage the <b>Emergency Medical Assistance</b>. Any claims submitted for an <b>Emergency Medical Assistance</b> claim or for <b>Medical Expenses</b> or <b>Repatriation Expenses</b> arising out of any <b>Accident</b> not managed by but accepted by <b>us</b> will be subject to a combined insured benefit of 10.000,00€ regardless of any other limit confirmed in the Schedule or Certificate to the Policy</li> <li>ii. No <b>Medical Expenses</b> or other costs shall be incurred by <b>us</b> where the national medical services in the location of <b>Accident</b> provide their services without charge for <b>Accidents</b> arising from <b>Diving Activities</b> unless <b>Insurer's</b>, at their discretion and after consultation with their Medical Officers so decide. <b>Insurers</b> reserve the right to organise a transfer from a private medical facility to a public facility where appropriate</li> <li>iii. <b>We</b> shall not incur any telephone, mobile, internet costs or other expenses incurred to prepare or submit a claim against <b>us</b> except for such reasonable and necessary costs to ensure that <b>you</b> obtain emergency assistance from <b>us</b>. Any such communication or submission of claim costs incurred more than 72 hours after <b>your</b> first contact with <b>our 24/7 Emergency Operating</b> centre or claims officers are therefore excluded.</li> </ol>



## B. Death or Disability

The Insurers hereby agree that if an **Accident** occurs during the **Diving Activity** of a **Recreational Diver** organised by a **Dive Club** within the **Period of Insurance** that results in **Bodily Injury** than **we, the Insurers** will pay to or on behalf of the **Insured Person** the Insured Benefits, according to the Schedule of Compensation after the total claim shall be substantiated.

Cover is extended to include death occurring during or following a **diving activity** where **you** are accidentally left shipwrecked or stranded.

Provided always that the Insured Benefits are conditional that:

1. (a) Compensation shall not be payable under more than one of the Items of the Schedule of Compensation in respect of the consequences of one **Accident** to any one **Insured** , and  
 (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident**.
2. The total sum payable under this Section in respect of any one or more claims in respect of any one **Insured** shall not exceed in all the largest sum insured under any one of the Items contained in the Schedule of Compensation or added to this Section by endorsement, except that the Insurers will in addition pay **Medical Expenses** and **Repatriation Expenses** up to the Insured limit.
3. If Item 1 of the Schedule of Compensation is covered and 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.
4. Compensation shall only be payable under Items of the Schedule of Compensation if:
  - (a) Under Item 1, death occurs within twelve months of the date of the **Accident**,
  - (b) Under Items 2 to 7, loss occurs within twelve months of the date of the **Accident**,
  - (c) Under Items 7 the Insured becomes totally disabled within twelve months of the date of the **Accident** and such disablement lasts for twelve months;
  - (d) Under Items 8 the Insured becomes temporarily totally disabled as a direct result of the **Accident**.

### Table of Serious Permanent Disabilities

a)	Total loss (anatomical or functional) of sight 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: <ul style="list-style-type: none"> <li>▪ A thumb</li> <li>▪ An index finger</li> <li>▪ Any other finger of the hand or a big toe</li> <li>▪ Any other toe</li> </ul>	15% 10% 3% 1%
g)	Loss of: <ul style="list-style-type: none"> <li>▪ Both hands or both feet</li> <li>▪ One hand and one foot</li> <li>▪ Sight of both eyes</li> </ul>	100% 100% 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%

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, **You** suffer even more than one of the above-mentioned injuries, **We** will only indemnify you for one of benefits above which is the highest.



<p><b>C. Exclusions</b> applicable to Section 1 only</p>	<p>This Section does not cover any <b>Accident</b> directly or indirectly arising out of or consequent upon or contributed to by:</p> <ol style="list-style-type: none"> <li>1. The <b>Insured</b> engaging in or taking part in <b>Diving Activity</b>: <ol style="list-style-type: none"> <li>(a) for Naval, military or air force services or operations;</li> <li>(b) for Professional Coral fishing or record breaking attempts of any type;</li> <li>(c) considered by this policy as <b>Technical diving</b>;</li> <li>(d) for Commercial, industrial or any other business purposes</li> </ol> <p>Unless such <b>Diving Activity</b> has been specifically notified to and accepted at special terms, conditions, limitations and premiums by <b>Insurers</b>.</p> </li> <li>2. Use of underwater transport craft whether or not under the control of or being used by the <b>Insured</b> except for underwater scooters for individual use.</li> </ol>
<p><b>D. Conditions</b> applicable to Section 1 only</p>	<ol style="list-style-type: none"> <li>1. If an Insured shall engage in any of the above excluded <b>diving activities</b> which expose the <b>Insurer</b> to greater risk without first notifying <b>Insurers</b> and obtaining their written agreement to the amendment of this Section (subject to the payment of such additional premium as the <b>Insurers</b> may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any <b>Accident</b> arising therefrom.</li> <li>2. If the consequences of an <b>Accident</b> shall be aggravated by any condition or physical disability of the Insured which existed before the <b>Accident</b> occurred, the amount of any compensation payable under this Section in respect of the consequences of the <b>Accident</b> shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.</li> <li>3. Notice must be given to the Insurers as soon as reasonably practicable of any <b>Accident</b> which causes or may cause <b>Medical Expense</b>, death or disablement within the meaning of this Section, and the <b>Insured Person</b> 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 <b>Us</b> whenever <b>we</b> consider it necessary.</li> <li>4. It is a condition precedent to the <b>Insurers'</b> liability to pay compensation to the <b>Insured</b> or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the <b>Insurers</b> and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine an <b>Insured Person</b>.</li> <li>5. Any fraud, misstatement, or concealment by an <b>Insured</b> or <b>Insured Person</b> in relation to any matter affecting this Section or in connection with the making of any claim hereunder shall render this Section null and void in so far as it relates to the <b>Insured</b> or <b>Insured Person</b> in question.</li> <li>6. If at the time of an occurrence insured by Section 1.A. of this policy <b>you</b> are also entitled to receiving indemnity from another insurer <b>we</b> will only pay <b>you</b> the amount not covered by them and any deductible applied by them.</li> <li>7. Any money settled by <b>Us</b> as a result of a claim submitted under Section 1.B. Death will be paid to the legal heirs of the insured.</li> </ol>
	<p style="text-align: center;"><i>International Diving Assurance Ltd.</i> Registered in Malta number C36602 Authorised and regulated by the Malta Financial Services Authority Registered office: 25, Villa Eden, Princess Elizabeth Street,  Ta' Xbiex, XBX 1103, Malta</p>

