FAMILY MIX DIVING INSURANCE

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1. Diving Risks Insurance Specialists

This diving and associated risks insurance policy is underwritten by International Diving Assurance Ltd (the Insurer). This policy, the policy schedule 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 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. Important Information

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, VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, 64026 Roseto degli Abruzzi (TE), Italy or telephone on +39085-8930333 within 4 weeks of the Date of Issue and provided that no claim has been made and you have not travelled and/or dived the premium will be refunded in full.

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 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, 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 Complaints Manager
TING Insurance Brokers Ltd
DAN Building, Level 2-3, Srs Ugo Mifsud Street, Ta’ Xbiex, XBX 1431, Malta
Telephone no. +356 2016 1631    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 Managing Director
International Diving Assurance Ltd
DAN Building, Level 1, Srs Ugo Mifsud Street, Ta’ Xbiex, XBX 1431, Malta
Telephone no. +356 2016 1646    Email: daneuropecomplaint@idassure.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 21441155

The existence of this complaints procedure does not affect any right of legal action you may have against International Diving Assurance Ltd (the Insurer).
4. 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.

5. 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.

6. Basis of Diving and Travel Assistance Cover

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

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.

7. 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. Contact the Claims Handler as soon as practicable but within 5 working days of such circumstances arising (or within 5 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 DAN membership number or the Policy Number stated in the policy schedule
   b. 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.

2. 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

3. FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM. Please refer to the appropriate Section for full details.

4. 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.
Wherever these words or phrases appear in **bold italic type** in this policy, other than in respect of Section 3 Legal Expenses 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. **Air Travel** means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight

5. **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**

6. **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, extruterine 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

7. **Country of Residence** means your country of permanent residence provided by you when applying for this Insurance. This is the country where you will be repatriated in the event of a medical emergency, if required

8. **Diving Activity / Diving Activities** means:
   a. diving with scuba or rebreather apparatus from the moment you 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;
   b. breath-hold diving or snorkelling, from the moment you completely enter until you exit water.

9. **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

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

11. **Insured/you/your** means each person or company stated in the policy schedule as being **insured**

12. **Insurer/we/our/us** means International Diving Assurance Ltd, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta’ Xbiex, XBX 1431, Malta

13. **Journey/s** means a trip outside your declared **country of residence** not undertaken as a result of your work, occupation, or any profession other than **Professional Diving** and not lasting longer than the number of days per trip defined in the policy schedule

14. **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

15. **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 technical or 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

16. **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

17. **Period of Insurance** means the Period of Insurance stated in the Policy Schedule

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

19. **Professional Diving** means the provision of advice and instruction in Recreational Diving including all organising, 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. Divining 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)

20. **Recreational Diving** means Diving Activities (including voluntary work for civil protection agencies) carried out by the Insured as stated in the Schedule 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
   d. 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
   e. **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

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

22. **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

23. **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

24. **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

25. **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 schedule attached to this policy

26. **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

27. **Unexpected Illness** means any acute illness unknown to the Insured, which, even if sudden or unforeseen, cannot be related to pre-existing medical conditions known to 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. Endorsement means the document confirming any alteration in your insurance confirmed by insurers.
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**
   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 **repatriation 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** — 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** — 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**

8. **Jurisdiction** — The **Insured** 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

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 Section 1.2 — Death and Disability
    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 **Insured** 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 **Insured** for particular purposes as allowed by law and in accordance with the **In-**
surer’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.

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:
      i. Aged 75 or over unless, 30 days before renewing or incepting insurance, a medical report is submitted to insurers who after consultation with their medical officers may accept that the insured is fit for diving activity.
      ii. Who is a resident outside DAN Europe territories unless this 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 during your journey.
      ii. 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.
      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 self-declaration form either when you purchased this insurance or up to the date of the insured’s journey.
   d. Claims arising if at the time of purchasing this insurance the following material facts were existent and the insured or a travelling companion:
      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 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.1 to d.6 or the insurer may impose special terms if you apply to the insurer with details of the condition by completing a self-declaration form and this insurance is suitably endorsed.

 e. Claim caused by or arising from:
    i. 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 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.
    – The above exclusion (e.3) does not apply in regards to first emergency medical assistance to stabilize the insured’s medical condition, where such occurrences were unforeseen and unexpected.
    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.
    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. 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
n. Claim directly or indirectly caused by, contributed to or arising from a Journey to a destination where the Government of your Country of Residence has advised against travel

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
   d. Actions for damages brought in a court of law outside the Territories unless such action is made under the laws applicable within the Territories. If actions for damages are brought in a court of law outside the Territories and not under the laws applicable within the Territories, then the cover would be limited to such costs, expenses and awards as would have been applied under the laws of Malta
   e. Actions brought in a court of law within the Territories to enforce a foreign judgement whether by way of reciprocal agreement or otherwise unless in accordance with article 3.d above.
SECTION 1: DIVING RISKS (Professional Diver)

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 and if necessary Repatriation Expenses incurred as a result and the death or disability benefits after the total claim shall be substantiated.

You will be covered during Professional 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. Medical Expenses you will have to pay or which We may elect to pay on your behalf, inside or outside your Country of Residence. 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. The Repatriation Expenses or extra cost of returning to your home in your Country of Residence, including returning you by air ambulance if in Insurer’s opinion this is medically necessary.

3. Search and recovery costs of your mortal remains whether successful or not.

4. Extra accommodation (room costs only) and travel expenses unavoidably incurred.

5. For the cost of recovery of your body from a known location in the event of death and the extra cost of funeral expenses abroad or of bringing your body or ashes home.

Furthermore if as a result of an Accident:

6. Necessitating emergency medical transportation or hospitalisation of either You, Your rescuer or a third party and if during or as a result of the rescue attempt by You or Your rescuer Your or Your rescuer’s underwater equipment is lost or abandoned then subject to the limits listed in the Schedule We will indemnify You and/or Your rescuer.

7. You are hospitalised for more than 24 hours than We will pay a supplementary benefit for each day of hospitalisation up to a maximum number of days noted in the Schedule attached to this Policy. Before we can make any payment we must receive a medical certificate submitted by the treating hospital or medical centre stating the description and cause of the Accident and the duration of admission in the hospital or medical centre.

8. And following medical treatment you are prescribed with a prosthetic device required as a direct consequence of your insured injuries than after consultation with our Medical Officers we may accept up to 1.000,00 € of such costs.

9. Our Medical Officers consider prescribing specialized Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy we will indemnify you for these treatment costs up to the limits stated in the Schedule attached to this Policy.

2. Death or Disability

10. The Insurers hereby agree that if an Accident occurs during the Diving Activity of a Professional Diver within the Period of Insurance that results in Bodily Injury than 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.

11. 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, and

b. 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 Table of Serious Permanent Disabilities 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.
c. If Death 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 up to the limit specified in the schedule attached to this policy.

d. Compensation shall only be payable if:
   i. Death occurs within twelve months from the date of the Accident.
   ii. 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.

e. Limitations for technical diving – If the diving activity being undertaken at the time of the accident was a technical diving, the maximum limit of the coverage will be 6,000,00 €.

f. 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 Disability benefit in Section 1 of the Schedule 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 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, 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.
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 definition of Technical diving
   e. For commercial, industrial or any other business purposes not included in the definition of professional diving.

Unless such Diving Activity has been specifically notified to and accepted at special terms, conditions, limitations and premiums by Insurers

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

3. Pregnancy of the insured person and its consequences

5. Conditions applicable to Section 1 only

1. If an Insured shall engage in any of the above excluded diving activities 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. No Medical Expenses or other costs shall be incurred by us where the national medical services in your Country of Residence or location of Accident provide their services without charge for Accidents arising from Diving Activities unless Insurer’s, at their discretion and after consultation with their Medical Officers so decide. Insurers reserve the right to organise a transfer from a private medical facility to a public facility where appropriate.
SECTION 1: DIVING RISKS (Sport Diver)

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 and if necessary Repatriation Expenses incurred as a result and the death or disability benefits after the total claim shall be substantiated.

You will be covered during your Recreational and Professional Diving Activities 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

Medical Expenses you will have to pay or which we may elect to pay on your behalf, inside or outside your Country of Residence. 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. The Repatriation Expenses or extra cost of returning to your home in your Country of Residence, including returning you by air ambulance if in Insurer’s opinion this is medically necessary.
3. Search and recovery costs of your mortal remains whether successful or not.
4. Extra accommodation (room costs only) and travel expenses unavoidably incurred.
5. For the cost of recovery of your body from a known location in the event of death and the extra cost of funeral expenses abroad or of bringing your body or ashes home.

Furthermore if as a result of an Accident:

6. Necessitating emergency medical transportation or hospitalisation of either you, your rescuer or a third party and if during or as a result of the rescue attempt by you or your rescuer your or your rescuer’s underwater equipment is lost or abandoned then subject to the limits listed in the Schedule we will indemnify you and/or your rescuer.

7. You are hospitalised for more than 24 hours than we will pay a supplementary benefit for each day of hospitalisation up to a maximum number of days noted in the Schedule attached to this Policy. Before we can make any payment we must receive a medical certificate submitted by the treating hospital or medical centre stating the description and cause of the Accident and the duration of admission in the hospital or medical centre.

8. And following medical treatment you are prescribed with a prosthetic device required as a direct consequence of your insured injuries than after consultation with our Medical Officers we may accept up to 1,000,00€ of such costs.

9. Our Medical Officers consider prescribing specialized Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy we will indemnify you for these treatment costs up to the limits stated in the Schedule attached to this Policy.

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 than 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, and
   b. 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 Table of Serious Permanent Disabilities 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.
   c. If Death 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 up to the limit specified in the schedule attached to this policy

d. Compensation shall only be payable if:
   i. Death occurs within twelve months from the date of the **Accident**
   ii. 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

e. Limitations for technical diving – If the **Diving Activity** being undertaken at the time of the **Accident** was a Technical Diving, the maximum limit of the coverage will be 6,000,00 €

f. 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 Disability benefit in Section 1 of the Schedule 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 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, **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.
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* and *Professional Diving*

      Unless such Diving Activity has been specifically notified to and accepted at special terms, conditions, limitations and premiums by Insurers

   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

   3. Pregnancy of the insured person and its consequences

5. **Conditions applicable to Section 1 only**

   1. If an Insured shall engage in any of the above excluded diving activities 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. No Medical Expenses or other costs shall be incurred by us where the national medical services in your Country of Residence or location of Accident provide their services without charge for Accidents arising from Diving Activities unless Insurer’s, at their discretion and after consultation with their Medical Officers so decide. Insurers reserve the right to organise a transfer from a private medical facility to a public facility where appropriate.
SECTION 2: NON DIVING EMERGENCY AND TRAVEL ASSISTANCE ABROAD

The Insurers agree that they will provide you with the following assistance services, up to the cover limits shown in your Policy Schedule, from their 24/7 Emergency Operating Centre following an Accident or Unexpected Illness during a Journey within the Period of Insurance.

1. Emergency Medical Expenses & Repatriation

The Insurers agree that following an Accident or Unexpected Illness during a Journey outside your Country of Residence and within the period of Insurance they will pay to or on behalf of the Insured reasonable:

1. Emergency Medical Transportation expenses to a hospital or emergency medical centre.
2. First Medical Assessment Costs incurred following a medical emergency outside your Country of Residence with our approval whether or not you are hospitalised.
3. Medical Expenses for outpatient care outside your Country of Residence with our approval.
4. Medical Expenses as a result of you being admitted into a hospital or emergency medical centre outside your Country of Residence including costs and expenses for medical, surgical and hospital or clinic charges, nursing home, nursing costs and the necessary costs for reasonable tests and medication prescribed by the treating hospital of not more than the limits stated in your Policy Schedule.
5. Medical Repatriation costs if following admission into a hospital or emergency medical centre you are discharged requiring medical transportation back to your Country of Residence in the manner that we determine best suits your medical condition. Where we decide it is medically necessary you will be assisted medically during this transportation.
6. Costs of funeral expenses abroad or to transport your mortal remains from the place of death to the place of burial in your Country of Residence but not including the actual funeral or burial costs in your Country of Residence.

2. Medical Assistance

Medical Monitoring - were requested by you or a member of your family, we will obtain such medical information as is available from the local medical personnel and explain your medical condition or the medical condition of a member of your family to your family or Employer. Where you are unable to contact your family or employer we will keep providing this service until you are back in direct contact or discharged from hospital.

3. Travel Assistance

1. Tickets for a Family Member or Friend - If during a Journey you are admitted to hospital for more than 5 consecutive days and if your clinical condition does not permit your medical repatriation and if your family, travelling companion or friend is not already with you we will make available rail or air tickets in economy class to enable one such person to travel to join and assist you. Only travel costs for one person will be provided by us and all local stay costs are excluded and not our responsibility.
2. Tickets for minor dependents - If during a Journey you suffer Bodily Injury or Illness rendering you unable to care for one or more minor sons or daughters we will organise and pay for their travel costs back to your Country of Residence at the most economical means reasonably possible.
3. Additional Travel Expenses - If during a Journey outside your Country of Residence you and/or your travelling companion had to miss a pre-booked return ticket home owing to a medical emergency involving you or a member of your family we will organise at our expense, up to the limit shown in your Policy Schedule, for a one way ticket home for you and/or your travelling companion at the most economical means reasonably possible.

4. Personal Assistance

1. Transmission of Urgent Messages - If you or a member of your family are unable to send urgent messages to your family our 24/7 Operating Centre will forward these messages to the persons and at the address or contact numbers provided.
2. Assistance with foreign languages – If during a Journey away from your Country of Residence and following a medical emergency you or your family have a problem communicating in the local language on this medical emergency and this problem cannot be resolved on the telephone the 24/7 Operating Centre will make available an interpreter at your cost.
5. Exclusions applicable to Section 2 only

Cover under Section 2 is subject that:

1. The illness or bodily injury does not arise whilst the Insured is engaging in:
   a. Motorcycling and quad biking as either a driver or a passenger
   b. Air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
   c. Participating in professional sports or hazardous sports of any kind other than underwater sports or in any organised sports trips or tours whilst the Insured is playing

2. This insurance does not cover dental treatments from a non-diving cause except for emergency dental treatment for the immediate relief of pain (to natural teeth only) following an insured accident, up to a limit of 500,00 €

3. Delivery and its consequences and Complicated Pregnancy in the last 3 prenatal months.

6. Conditions applicable to Section 2 only

1. Coverage for NON-DIVING RELATED MEDICAL EMERGENCY AND TRAVEL ASSISTANCE ABROAD is effective from the time the trip has started, i.e. when you left your declared Country of Residence, until the end of the trip, and no later than the expiration of the policy.

2. Coverage for unexpected illness, which are not caused by or connected to Diving Activity, starts after 5 full days from the date of activation of this insurance policy. This exclusions applies only in the case of New Policy purchases or late renewals, where cover is not continuous.
Conditions applicable to section 1 & 2 only

Cover under Sections 1 & 2 is subject that:

1. 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.

2. 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.

3. It is a condition precedent to the Insurers' liability to pay compensation to the Insured 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 Insurers and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an Insured.

4. We shall not incur any telephone, mobile, internet costs or other expenses incurred to prepare or submit a claim against us except for such reasonable and necessary costs to ensure that you obtain emergency assistance from us. Any such communication or submission of claim costs incurred more than 72 hours after your first contact with our 24/7 Emergency Operating centre or claims officers are therefore excluded.

5. If following a Journey you are unintentionally caught in a region or country where GENERAL EXCLUSIONS - 1.g, 1.h or 1.i could restrict your insurance for accident we will temporarily waive these exclusions and provide you with up to 7 calendar days cover from the day which in our opinion any violent acts have commenced and provided you make all reasonable attempts to leave the affected region or country as soon as possible.