FAMILY MIX DIVING INSURANCE

Professional Diver and Sport Diver
<table>
<thead>
<tr>
<th>INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1• GENERAL INFORMATION</strong></td>
</tr>
<tr>
<td>1. Diving Risks Insurance Specialists</td>
</tr>
<tr>
<td>2. DAN Europe Foundation</td>
</tr>
<tr>
<td>3. Important Information</td>
</tr>
<tr>
<td>4. How to register a complaint</td>
</tr>
<tr>
<td>5. Insurer Information</td>
</tr>
<tr>
<td>6. Reciprocal Health Agreement</td>
</tr>
<tr>
<td>7. Travel Warnings by the Government of your Country of Residence</td>
</tr>
<tr>
<td>8. Basis of Diving and Travel Assistance Cover</td>
</tr>
<tr>
<td>9. How to make a Claim</td>
</tr>
<tr>
<td><strong>2• GENERAL DEFINITIONS</strong></td>
</tr>
<tr>
<td><strong>3• GENERAL CONDITIONS</strong></td>
</tr>
<tr>
<td><strong>4• GENERAL EXCLUSIONS</strong></td>
</tr>
<tr>
<td><strong>5• COVERAGE SECTIONS</strong></td>
</tr>
<tr>
<td><strong>SECTION 1: DIVING RISKS (Professional Diver)</strong></td>
</tr>
<tr>
<td>1. Emergency Medical Expenses &amp; Repatriation</td>
</tr>
<tr>
<td>2. Death or Disability</td>
</tr>
<tr>
<td>3. Table of Serious Permanent Total Disabilities</td>
</tr>
<tr>
<td>4. Exclusions applicable to Section 1 only</td>
</tr>
<tr>
<td>5. Conditions applicable to Section 1 only</td>
</tr>
<tr>
<td><strong>SECTION 1: DIVING RISKS (Sport Diver)</strong></td>
</tr>
<tr>
<td>1. Emergency Medical Expenses &amp; Repatriation</td>
</tr>
<tr>
<td>2. Death or Disability</td>
</tr>
<tr>
<td>3. Table of Serious Permanent Total Disabilities</td>
</tr>
<tr>
<td>4. Exclusions applicable to Section 1 only</td>
</tr>
<tr>
<td>5. Conditions applicable to Section 1 only</td>
</tr>
<tr>
<td><strong>SECTION 2: NON DIVING EMERGENCY AND TRAVEL ASSISTANCE ABROAD</strong></td>
</tr>
<tr>
<td>1. Emergency Medical Expenses &amp; Repatriation</td>
</tr>
<tr>
<td>2. Medical Assistance</td>
</tr>
<tr>
<td>3. Travel Assistance</td>
</tr>
<tr>
<td>4. Personal Assistance</td>
</tr>
<tr>
<td>5. Exclusions applicable to Section 2 only</td>
</tr>
<tr>
<td>6. Conditions applicable to Section 2 only</td>
</tr>
<tr>
<td>Conditions applicable to section 1 &amp; 2 only</td>
</tr>
<tr>
<td><strong>SECTION 3: LEGAL EXPENSES</strong></td>
</tr>
<tr>
<td>1. Definitions applicable to Section 3 only</td>
</tr>
<tr>
<td>2. Coverage</td>
</tr>
<tr>
<td>3. Exclusions applicable to Section 3 only</td>
</tr>
<tr>
<td>4. Conditions applicable to Section 3 only</td>
</tr>
<tr>
<td><strong>SECTION 4: THIRD PARTY LIABILITY (Professional Diver)</strong></td>
</tr>
<tr>
<td>1. Coverage</td>
</tr>
<tr>
<td>2. Exclusions applicable to Section 4 only</td>
</tr>
<tr>
<td>3. Memorandum applying to Section 4 only</td>
</tr>
<tr>
<td>4. Conditions applying to Section 4 only</td>
</tr>
<tr>
<td><strong>SECTION 4: THIRD PARTY LIABILITY (Sport Diver)</strong></td>
</tr>
<tr>
<td>1. Coverage</td>
</tr>
<tr>
<td>2. Exclusions applicable to Section 4 only</td>
</tr>
<tr>
<td>3. Memorandum applying to Section 4 only</td>
</tr>
<tr>
<td>4. Conditions applying to Section 4 only</td>
</tr>
</tbody>
</table>
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. DAN Europe Foundation

This diving and associated risks insurance policy has been issued by insurers to you a DAN Europe Foundation 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. It is DAN Europe’s understanding that all citizens or residents of the above countries and territories can subscribe to and become members of the Foundation. However citizens of or residents in countries outside the European Union or European Economic Area whilst being entitled to purchase membership benefits and services may be restricted from purchasing insurance products. If you are a citizen of or resident in these countries you are recommended to contact the Administrator prior to purchasing membership and insurance to confirm what membership and insurance benefits you are entitled to and to ensure that your membership documents are correctly issued.

3. 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 14 days 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.

4. 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
VING Insurance Brokers Ltd
DAN Building, Level 2-3, Sir 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, Sir 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,
Notable 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).

5. 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.

6. Reciprocal Health Agreement

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

7. 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.

8. 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.

9. How to make a Claim

1. If there are any circumstances that may give rise to a claim under this policy the Insured (or his/her legal or personal representatives) must in respect of any claim:
   a. Other than a claim under Section 3 – Legal Expenses, 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. **Legal Expenses and Civil, Legal and Professional Liability Claims** —
   a. DO NOT admit liability or offer or promise any payment or indemnity
   b. Forward to the Claims Handler IMMEDIATELY upon receipt, every letter, claim, writ, summons or process
   c. Notify the Claims Handler in writing IMMEDIATELY that you have knowledge of any impending prosecution, inquest, fatal accident or ministry inquiry in connection with any accident that may result in a claim
   d. Comply with the policy Claims Conditions and Procedures

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

5. **YOU MUST ALSO:**
   a. Give all information and assistance that the **Insurers** may require
   b. Comply with all reasonable deadlines set by the **Insurers**
   c. Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.
GENERAL DEFINITIONS

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**;
   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, extraterine 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 and 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. Divin 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 other than Section 3** — Legal Expenses
   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* shall be a condition precedent to any liability of the *Insurers* to make any payment under this policy

7. **Arbitration in respect of all Sections other than Section 3** — Legal Expenses — 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 *Ins-
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
   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

4. Contracts (Rights of Third Parties) Exclusion Clause – Neither this policy nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. This clause shall not affect the rights of the Insured (as assignee or otherwise) or the rights of any loss payee.
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

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total loss (anatomical or functional) of sight of two or more limbs or of an eye and of a limb</td>
<td>100%</td>
</tr>
<tr>
<td>b. Total loss (anatomical or functional) of one eye or limb</td>
<td>50%</td>
</tr>
<tr>
<td>c. Total loss of the voice or complete deafness in both ears</td>
<td>100%</td>
</tr>
<tr>
<td>d. Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist</td>
<td>20%</td>
</tr>
<tr>
<td>e. Complete deafness in one ear</td>
<td>15%</td>
</tr>
<tr>
<td>f. Total loss (anatomical or functional) of:</td>
<td></td>
</tr>
<tr>
<td>• A thumb</td>
<td>15%</td>
</tr>
<tr>
<td>• An index finger</td>
<td>10%</td>
</tr>
<tr>
<td>• Any other finger of the hand or a big toe</td>
<td>3%</td>
</tr>
<tr>
<td>• Any other toe</td>
<td>1%</td>
</tr>
<tr>
<td>g. Loss of:</td>
<td></td>
</tr>
<tr>
<td>• Both hands or both feet</td>
<td>100%</td>
</tr>
<tr>
<td>• One hand and one foot</td>
<td>100%</td>
</tr>
<tr>
<td>• Sight of both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>h. Total loss of sight of one eye and loss of one hand or one foot</td>
<td>100%</td>
</tr>
<tr>
<td>i. Loss of one hand or one foot</td>
<td>50%</td>
</tr>
<tr>
<td>j. Loss of balance due to irreversible vestibular damage, impairing normal equilibrium/autonomous walking</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

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

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total loss (anatomical or functional) of sight of two or more limbs or of an eye and of a limb</td>
<td>100%</td>
</tr>
<tr>
<td>b. Total loss (anatomical or functional) of one eye or limb</td>
<td>50%</td>
</tr>
<tr>
<td>c. Total loss of the voice or complete deafness in both ears</td>
<td>100%</td>
</tr>
<tr>
<td>d. Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist</td>
<td>20%</td>
</tr>
<tr>
<td>e. Complete deafness in one ear</td>
<td>15%</td>
</tr>
<tr>
<td>f. Total loss (anatomical or functional) of:</td>
<td></td>
</tr>
<tr>
<td>• A thumb</td>
<td>15%</td>
</tr>
<tr>
<td>• An index finger</td>
<td>10%</td>
</tr>
<tr>
<td>• Any other finger of the hand or a big toe</td>
<td>3%</td>
</tr>
<tr>
<td>• Any other toe</td>
<td>1%</td>
</tr>
<tr>
<td>g. Loss of:</td>
<td></td>
</tr>
<tr>
<td>• Both hands or both feet</td>
<td>100%</td>
</tr>
<tr>
<td>• One hand and one foot</td>
<td>100%</td>
</tr>
<tr>
<td>• Sight of both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>h. Total loss of sight of one eye and loss of one hand or one foot</td>
<td>100%</td>
</tr>
<tr>
<td>i. Loss of one hand or one foot</td>
<td>50%</td>
</tr>
<tr>
<td>j. Loss of balance due to irreversible vestibular damage, impairing normal equilibrium/autonomous walking</td>
<td>50%</td>
</tr>
</tbody>
</table>

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 exclusion 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.
SECTION 3: LEGAL EXPENSES

1. Definitions applicable to Section 3 only

1. **Representative** means the lawyer, or other suitably qualified person, who has been appointed by **Insurers** to act for an **Insured** in accordance with the terms of this Section.

2. **Date of Occurrence** means the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the Date of Occurrence means the date of the first of these events.

3. **Costs and Expenses** means all reasonable and necessary costs chargeable by the Representative on a standard basis.

4. **Insured Incident** means the occurrence or event arising during a Recreational Diving Activity of the **Insured** and which made it necessary for the **Insured** to incur legal expenses

2. Coverage

In the event of an **Insured Incident**, we will pay the reasonable Costs and Expenses incurred to:

1. Defend you from a legal suite (including criminal) against you and which is not covered by a Third Party Liability policy.

2. Oppose administrative procedures or sanctions of a value of not less than 550,00 € served against you.

3. Negotiate for your legal rights arising out of your Diving Activities any third party:
   a. Who causes your death or bodily injury
   b. Who causes property damage to your assets or possessions whether or not these damages are caused by marine or water craft
   c. Arising out of the use of property, whether immovable or not
   d. Insurance company other than us

In addition you will be covered for:

4. Costs incurred by opponents in civil cases if an **Insured Incident** has been ordered to pay them, or pays them with insurer’s agreement and your own or your opponents court costs as decided by a court

**Insurers** will pay the Costs and Expenses charged by a Representative appointed by **Insurers**. The most **Insurers** will pay for all claims resulting from one or more events arising at the same time or from the same cause is 26,000,00 € or such other amount stated in the Schedule to the Policy or as may be agreed by **Insurers**.

3. Exclusions applicable to Section 3 only

**Insurers** shall not be liable for:

1. A claim reported to **Insurers** more than 180 days after the **Insured** should have known about the **Insured Incident**

2. An incident or matter arising before the start of this cover

3. Costs and Expenses incurred before **Insurers** written acceptance of a claim

4. Any claim relating to any illness or Bodily Injury which happens gradually or is not caused by a specific or sudden Accident

5. Defending an **Insured’s** legal rights (other than as defined above), but defending a counter-claim made against you by a third party is covered

6. Fines, penalties, compensation or damages which an **Insured** is ordered to pay by a court or other authority

7. An **Insured Incident** intentionally brought about by an **Insured**

8. A legal action that the **Insured** takes which **Insurers** or the Representative have not agreed to or where the **Insured** does anything that hinders **Insurers** or the Representative

9. A claim relating to an **Insured’s** alleged dishonesty or alleged violent behaviour

10. A claim relating to written or verbal remarks which damage an **Insured’s** reputation

11. A dispute with **Insurers** not otherwise dealt with under Condition 4.18

12. Apart from **Insurers** the **Insured** is the only person who may enforce all or any part of this Section and the rights and interests arising from or connected with it
13. An application for judicial review
14. Any Costs and Expenses that are incurred where the Representative handles the claim under a contingency fee arrangement
15. A claim against Insurers or its agents
16. A claim against any insurance intermediary agent of insurers
17. A claim relating to Deep Vein Thrombosis or its symptoms that result from an Insured travelling by air
18. A claim made against the Insured for any non-diving activity
19. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise

4. Conditions applicable to Section 3 only

1. The Insurers hereby agree to provide the insurance in this Section as long as:
   a. the Insured Incident is restricted to incidents arising out of your Diving Activities;
   b. the Date of Occurrence of the Insured Incident is during the Operative Time of cover; and
   c. any legal proceedings, whether civil or criminal, will be dealt with by a court, or other body Insurers agree to; and
   d. for civil claims it is always more likely than not that an Insured will recover damages (or obtain any other legal remedy which Insurers have agreed to) or make a successful defence;
   e. such cover is not already provided under the Third Party Liability section of this Policy.

Insurers will help in appealing or defending an appeal as long as the Insured informs Insurers within the time limits allowed that they want to appeal. Before Insurers pay the Legal Costs for appeals, Insurers must agree that it is always more likely than not that the appeal will be successful.

2. Insurers will cover your legal and court Costs and Expenses to defend your legal rights arising out of your Diving Activities provided that third party and professional liability insurance:
   a. is current and in force and;
   b. has responded up to the full policy limit insured, or;
   c. cannot respond because it does not insure or is not operative in the particular circumstances.

3. The Insured must:
   a. Try to prevent anything happening that may cause a claim
   b. Take reasonable steps to keep any amount insurers have to pay as low as possible
   c. Send everything insurers ask for, in writing
   d. Give insurers full details of any claim as soon as possible and give insurers any information insurers need

4. Insurers can take over and conduct, in the name of an Insured, any claim or legal proceedings at any time and can negotiate any claim on behalf of an Insured.

5. The Insured is free to choose a Representative (by sending Insurers a suitably qualified person's name and address) if:
   a. Insurers agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the Insured in those proceedings;
   or
   b. there is a conflict of interest; Insurers may, in exceptional circumstances, choose not to accept the Insured's choice. If there is a disagreement over the choice of Representative in these circumstances, the Insured may choose another suitably qualified person

6. In all circumstances except those in 5 above, Insurers are free to choose a Representative

7. Any Representative will be appointed by Insurers to represent the Insured according to insurers' standard terms of appointment. The Representative must co-operate fully with Insurers at all times

8. Insurers will have direct contact with the Representative

9. The Insured must co-operate fully with Insurers and the Representative and must keep insurers up to date with the progress of the claim

10. The Insured must give the Representative any instructions that Insurers require

11. The Insured must tell Insurers if anyone offers to settle the claim
12. If the *Insured* does not accept a reasonable offer to settle a claim, *insurers* may refuse to pay further Costs and Expenses.

13. *Insurers* may decide to pay the *Insured* the amount of damages that the *Insured* is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.

14. The *Insured* must tell the Representative to have Costs and Expenses taxed, assessed or audited, if *insurers* ask for this.

15. The *Insured* must take every step to recover Costs and Expenses that *insurers* have to pay and must pay *insurers* any Costs and Expenses that are recovered.

16. If the Representative refuses to continue acting for the *Insured* or if the *Insured* dismisses a Representative, the cover *insurers* provide will end at once, unless *insurers* agree to appoint another Representative.

17. If the *Insured* settles a claim or withdraws it without the agreement of *insurers*, or does not give suitable instructions to a Representative, the cover *insurers* provide will end at once and *insurers* will be entitled to reclaim any Costs and Expenses *insurers* have paid.

18. If *insurers* and the *Insured* disagree about the choice of a Representative, or about the handling of a claim, *insurers* and the *Insured* can choose another suitably qualified person to decide the matter. *insurers* and the *Insured* must both agree to the choice of this person in writing. Failing this, *insurers* will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

19. *Insurers* may, at *insurer's* discretion, require the *Insured* to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the *Insured* and *insurers*, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *Insured* will recover damages (or obtain any other legal remedy that *insurers* have agreed to) or make a successful defence, *insurers* will pay the cost of obtaining the opinion.

20. *Insurers* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.

21. This Section will be governed by the law of *your Country of Residence*.
SECTION 4: THIRD PARTY LIABILITY (Professional Diver)

1. Coverage

1. The Insurers hereby agree to indemnify the Insured against all sums that the Insured shall become civilly or legally liable to pay as a result of accidental bodily injury or damage to property occurring whilst engaging in Recreational or Professional Diving activities or whilst providing Professional Diving services in your Country of Residence or elsewhere in the world arising out of Journeys outside your Country of Residence, up to the Limit of Indemnity on the Schedule attached to the policy.

2. Provided always that:
   a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing insurance and that coverage is always subject to the terms, coverage, exclusions and conditions contained herein
   b. The trade, operating and employment licenses of your Country of Residence and/or where you operate professionally are complied with and observed
   c. Your Professional Diving Activities and services are conducted in a manner that is safe and prudent and within the physiological limits as indicated in article below (Sec. 4 - 2.9) and the definition of Technical Diving above
   d. Legal Fees and other costs incurred in the legal defence of the Insured shall be payable up to and not greater than the Limit of Indemnity shown in the Schedule of the Policy

2. Exclusions applicable to Section 4 only

The insurance under this Section does not cover liability for:

1. The filling of tanks, the provision, leasing or renting of diving equipment

2. Bodily Injury or Disease caused to any person arising out of and in the course of his/her employment by the Insured or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the Insured, the primary purpose of which is the provision of labour only

3. Loss of or Damage to Property owned by the Insured or in the Insured’s care, custody or control

4. Bodily injury or disease and/or Loss of or damage to property:
   a. Caused by the ownership or operation by or on behalf of the Insured of any vehicle for which insurance is required under any Road Traffic legislation whilst on any road within the meaning of this legislation
   b. Caused by the ownership or operation by or on behalf of the Insured of any aircraft or waterborne vessel

5. Bodily injury or disease and/or loss of or damage to Property arising (after they have ceased to be in the possession or under the control of the Insured) out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured.

6. Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance

7. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance

8. Fines, penalties, punitive or exemplary damages

9. Physical loss or damage or bodily injury or disease arising out of Professional Diving Activities other than for bodily injury or disease arising out of advice, instruction, organisation, supervision, training, escorting or guiding service for Recreational Diving

10. For Intentional exposure of Your clients or students to gas partial pressures greater than 1.6ATA oxygen and 5.6ATA nitrogen unless in respect of dives using oxygen the above limits are exceeded to maximize decompression safety

11. Any commercial diving activity not included within the definition of Professional Diving

12. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise.
3. Memorandum applying to Section 4 only

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

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

4. Conditions applying to Section 4 only

1. APPLICABLE LAW — You are insured according to the law of your Country of Residence. If during the Period of Insurance you change your Country of Residence this insurance will remain valid up till the expiry date of the Period of Insurance. If you notify us in writing confirming your new Country of Residence we will amend your policy without additional premium or advise you that we cannot or are unable to amend your policy to include the law of your new Country of Residence.

2. LIMIT OF INDEMNITY CLAUSE — The total liability of Insurers under this Section to pay damages and or claimants costs fees and expenses shall not exceed the sum stated in the Schedule or Certificate in respect of any one claim or series of claims against the Insured arising out of one Occurrence.

3. JOINT LIABILITY — In the event that damages are caused by concurrent causes apart from the conduct of the Insured, coverage will apply only within the limits of the percentage share of responsibility that will be definitely established and attributed to the insured, even in the case the any reimbursement obligation of the insured is joint and obliges him to reimburse the total amount.

4. CROSS LIABILITY CLAUSE — It is hereby declared and agreed that where more than one party is named in the Insurance as “the Insured” cover under this Section shall apply as though individual Insurances had been issued to each such party. Provided always that Insurers’ total liability shall not exceed the Limits of Liability stated in the Schedule.

5. CLAIMS PROCEDURE CLAUSE — The Insured shall give to the Insurers notice as soon as possible in writing, with full particulars of the happening of any occurrence likely to give rise to a claim under this Section or of the receipt by the Insured of notice of any claim and of the institution of any proceedings against the Insured. The Insured shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurers, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insured’s name for the Insurer’s benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurers such information and assistance as the Insurers may reasonably require.

6. EXCESS CLAUSE — The indemnity provided by this Section of the Policy does not cover the amount of the Excess shown in the Schedule which shall be deducted from each and every claim for Loss of or Damage to Property.

7. SERIAL LOSSES — All claims arising out of or attributable to the same loss or cause form a serial loss and will be considered by this policy as a single loss regardless of the number of injured parties, claimants or beneficiaries.

8. DISCOVERY CLAUSE — The indemnity provided by this section of the policy will also operate for up to 60 months after the expiry of this insurance solely in respect of losses occurring before the expiry of this insurance. Any claims received by you in respect of losses occurring before the expiry of your insurance and notified to us during this 60 month period will be considered as made within the Period of Insurance subject to you complying with all Policy terms, exclusions and conditions including your obligation to notify us immediately you become aware of any loss that may result in a claim under this policy.

9. The Insurer may at any time pay to the Insured in connection with any claim or series of claims under Section 4 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment. The liability of the Insurer to pay Defence Costs where damages exceeding the Limit of Indemnity have to be paid and the Insurer has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.
SECTION 4: THIRD PARTY LIABILITY (Sport Diver)

1. Coverage

1. The Insurers hereby agree to indemnify the Insured against all sums that the Insured shall become civilly or legally liable to pay as a result of accidental Bodily Injury or damage to property occurring whilst engaged in Recreational Diving Activities in your Country of Residence or elsewhere in the world arising out of Journeys outside your Country of Residence up to the Limit of Indemnity on the Schedule attached to the policy.

2. Provided always that:
   a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing in surance and that coverage is always subject to the terms, coverage, exclusions and conditions contained herein
   b. Legal Fees and other costs incurred in the legal defence of the Insured shall be payable up to and not greater than the Limit of Indemnity shown in the Schedule of the Policy

2. Exclusions applicable to Section 4 only

The insurance under this Section does not cover liability for:

1. Bodily Injury or Disease caused to any person arising out of and in the course of his/her employment by the Insured or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the Insured, the primary purpose of which is the provision of labour only

2. Loss of or Damage to Property owned by the Insured or in the Insured’s care, custody or control

3. Bodily Injury or disease and/or Loss of or damage to property
   c. Caused by the ownership or operation by or on behalf of the Insured of any vehicle for which insurance is required under any Road Traffic legislation whilst on any road within the meaning of this legislation
   d. Caused by the ownership or operation by or on behalf of the Insured of any aircraft or waterborne vessel

4. Bodily Injury or disease and/or loss of or damage to Property arising (after they have ceased to be in the possession or under the control of the Insured) out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured.

5. Personal injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance

6. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance

7. Fines, penalties, punitive or exemplary damages

8. Any commercial or professional activity carried out by the Insured

9. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise

3. Memorandum applying to Section 4 only

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

1. Representation at any Coroner’s Inquest, or Fatal Accident Inquiry

2. Defending any proceedings in any Court of Summary Jurisdiction

4. Conditions applying to Section 4 only

1. APPLICABLE LAW — You are insured according to the law of your Country of Residence. If during the Period of Insurance you change your Country of Residence this insurance will remain valid up till the expiry date of the Period of Insurance. If you notify us in writing confirming your new Country of Residence we will amend
your policy without additional premium or advise you that we cannot or are unable to amend your policy to include the law of your new Country of Residence.

2. **LIMIT OF INDEMNITY CLAUSE** — The total liability of Insurers under this Section to pay damages and or claimants costs fees and expenses shall not exceed the sum stated in the Policy Schedule in respect of any one claim or series of claims against the Insured arising out of one Occurrence.

3. **JOINT LIABILITY** — In the event that damages are caused by concurrent causes apart from the conduct of the Insured, coverage will apply only within the limits of the percentage share of responsibility that will be definitely established and attributed to the Insured, even in the case the any reimbursement obligation of the Insured is joint and obliges him to reimburse the total amount.

4. **CROSS LIABILITY CLAUSE** — It is hereby declared and agreed that where more than one party is named in the Insurance as “the Insured” cover under this Section shall apply as though individual Insurances had been issued to each such party. Provided always that Insurers’ total liability shall not exceed the Limits of Liability stated in the Policy Schedule.

5. **CLAIMS PROCEDURE CLAUSE** — The Insured shall give to the Insurers notice as soon as possible in writing, with full particulars of the happening of any occurrence likely to give rise to a claim under this Section or of the receipt by the Insured of notice of any claim and of the institution of any proceedings against the Insured. The Insured shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurers, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insured’s name for the Insurer’s benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurers such information and assistance as the Insurers may reasonably require.

6. **EXCESS CLAUSE** — The indemnity provided by this Section of the Policy does not cover the amount of the Excess shown in the Policy Schedule which shall be deducted from each and every claim for Loss of or Damage to Property.

7. **SERIAL LOSSES** — All claims arising out of or attributable to the same loss or cause form a serial loss and will be considered by this policy as a single loss regardless of the number of injured parties, claimants or beneficiaries.

8. **DISCOVERY CLAUSE** — The indemnity provided by this section of the policy will also operate for up to 60 months after the expiry of this insurance solely in respect of losses occurring before the expiry of this insurance. Any claims received by you in respect of losses occurring before the expiry of your insurance and notified to us during this 60 month period will be considered as made within the Period of Insurance subject to you complying with all Policy terms, exclusions and conditions including your obligation to notify us immediately you become aware of any loss that may result in a claim under this policy.

9. The Insurer may at any time pay to the Insured in connection with any claim or series of claims under Section 4 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment. The liability of the Insurer to pay Defence Costs where damages exceeding the Limit of Indemnity have to be paid and the Insurer has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.