

DIVE LOCAL INSURANCE

ida
insurance ltd.

KEY INFORMATION	3
1. Diving Risks Insurance	3
2. Basis of Coverage	3
3. Cancellation Rights	3
4. How to make a Claim	4
5. How to register a complaint	5
6. Arbitration	5
GENERAL INFORMATION	6
1. DAN Europe Foundation	6
2. Insurer Information	6
GENERAL DEFINITIONS	7
GENERAL EXCLUSIONS	10
GENERAL CONDITIONS	12
1. Precautions	12
2. Insurer's rights in the event of a claim in respect of all sections	12
3. Claims	12
4. Fraud or Misrepresentation	12
5. Rights of Third Parties	12
6. Jurisdiction	12
7. Pre-existing Medical Conditions	12
8. Uninsured expenses	12
9. Other insurance or indemnities	13
10. Data Protection	13
11. Sanctions	13
COVERAGE SECTIONS	14
SECTION 1: DIVING RISKS	14
1. Emergency Medical & Evacuation Expenses	14
2. Death Benefit	14
3. Exclusions applicable to Section 1 only	15
4. Conditions applicable to Section 1 only	15
SECTION 2: THIRD PARTY LIABILITY	16
1. Coverage	16
2. Memorandum applicable to Section 2 only	16
3. Exclusions applicable to Section 2 only	16
4. Conditions applicable to Section 2 only	17

KEY INFORMATION

1 DIVING RISKS INSURANCE

This diving and associated risks insurance policy is underwritten by IDA Insurance Limited (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 occurs.

2 BASIS OF COVERAGE

The **Insurer** will (unless specified to the contrary) provide EACH **Insured** person 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 in the event of an accident during a diving activity. **We** will pay for private treatment only if there is no public service available or no other, more specific health or accident 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.

This insurance policy has been issued on a non-advised basis. This means that **We** have not provided **You** with any recommendation as to the suitability of the policy and it is **Your** responsibility to decide whether this policy meets your requirements.

3 CANCELLATION RIGHTS

1. Cancellation by You

Your right to cancel – If, after having purchased this insurance, **You** decide that it does not meet **Your** requirements please return this insurance policy at once to:

The **Distributor**,
VING Insurance Brokers Ltd,
DAN Building, Level 2
Sir Ugo Mifsud Street
Ta' Xbiex
XBX 1431
Malta
or telephone on: +39085-8930333

The insurance policy must be returned within 14 days of the Date of Issue and, provided that no claims have been made and **You** have not travelled or dived, the premium will be refunded in full.

If **You** wish to cancel the Insurance Policy, after the 14 days cooling-off period has elapsed, **We** will require 30 days' notice of the cancellation, after which time **We** will reimburse a proportion of the Premium for the unexpired **Period of Insurance** (calculated at 1/365th of the annual Premium for the number of unexpired days), net of taxes and a €30 cancellation fee to cover **Our** costs of administering the cancellation, subject to no claims having been notified.

2. Cancellation by Us

After any claim, **We** have the right to cancel the Insurance Policy by giving **You** 30 days' written notice by registered post, provided that notice is given within 60 days of settlement or refusal by us to cover the claim. If **We** cancel the Insurance Policy following a refusal of claim, **We** will reimburse the part of the premium, net of taxes, paid for the unexpired risk period. If **We** cancel the Insurance Policy following claim settlement no refund of premium will be due.

4 HOW TO MAKE A CLAIM

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 contact **Our** claims office as soon as practicable at:

IDA Insurance Ltd - Claims Department

DAN Building, Level 1
 Sir Ugo Mifsud Street,
 Ta 'Xbiex,
 XBX 1431
 Malta
 Telephone: +356 2016 1600
 Email: claims@idassure.eu

1. Provide details of such circumstances and request a claim form ensuring that **Your** DAN membership number or the insurance policy number stated in the **Policy Schedule** is quoted whenever contacting the claims handler
2. Complete and return the claim form together with all documentation requested by **us**. All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**. The **Insurer** will only be able to process the claim once all requested documentation has been provided. Please note that in certain circumstances more immediate action is required to ensure that your claim is not prejudiced

In respect of **Medical Expenses** Claims, the **Insurer** via its **24/7 Emergency Operating Centre** must be notified:

1. Not later than 14 days after the date of the event, or first occurrence for continuing events
2. Notification of **Medical Expenses** Claims must be made to the **Insurer** PRIOR TO:
 - a. The **Insured** being admitted as an inpatient at any hospital, clinic or nursing home
 - b. Any evacuation arrangements being made
 - c. Any hospital transfer being arranged or return home costs incurred
 - d. Any other costs being

In respect of **Third Party Liability** Claims, the **Insured** must:

1. NOT admit liability or offer or promise any payment or indemnity
2. IMMEDIATELY notify in writing to the Claims Handler any impending prosecution, inquest, fatal **Accident** or ministry inquiry in connection with any **Accident** that may result in a claim
3. IMMEDIATELY forward every letter, claim, writ, summons or process upon receipt to the Claims Handler
4. Comply with the Insurance Policy Terms and Condition

In respect of all claims, **YOU MUST ALSO**:

1. Provide all information and documentation that the **Insurer** may require and comply with all deadlines set by the **Insurer**.
2. Comply with all deadlines set by any court of law for the disclosure of information, evidence and documentation.

FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM.

Please refer to the appropriate Section for full details.

All payments will be made to **You** in Euro €

Costs incurred in other currencies will be converted into Euro € for reimbursement at the rate of exchange applicable as at the date on which **You** pay those costs. For currencies required to pay invoices, the daily rate for traded currencies will be the official rate of exchange published by the European Central Bank. Wherever the European Central Bank has no published exchange rate for the currency of the invoice, an alternative, reputable exchange rate mechanism shall be used, at the discretion of the **Insurer**.

5 HOW TO REGISTER A COMPLAINT

It is **Our** intention to provide an excellent service to all **Insured** persons. However, **We** recognise that there may be occasions when **You** feel that this has not been achieved. If **You** are dissatisfied with any aspect of the service that **You** receive, in the first instance please contact:

The Managing Director
IDA Insurance Limited
DAN Building, Level 1
Sir Ugo Mifsud Street
Ta' Xbiex
XBX 1431
Malta

Or send an email for the attention of the Managing Director to: info@idassure.eu

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

Office of the Arbiter for Financial Services
1st Floor
St. Calcedonius Square
Floriana
FRN 1530
Malta

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

You may also seek assistance from the Consumer Complaints Authority of **your Country of Residence**.

Further information can be found [here](#)

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

6 ARBITRATION

Arbitration in respect of all Sections.

If any difference shall arise as to the amount to be paid under this insurance 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 in force in Malta.

Alternatively, **You** can access the Online Dispute Resolution (ODR) platform at: <https://ec.europa.eu/consumers/odr>

The ODR platform is designed to facilitate communication between **You**, the **Insurer** and a dispute resolution body. A dispute resolution body is an impartial organisation or individual that helps consumers and traders resolve disputes without going to court. Under European law, alternative dispute resolution (ADR) can be used for any dispute arising from a contract between an Insurer and consumer, whether the product was bought online or offline or whether **You** and the **Insurer** are based in the same or in different EU countries.

The ODR platform only uses dispute resolution bodies approved by their national governments for quality standards relating to fairness, transparency, effectiveness and accessibility. The ODR platform also makes the process of ADR easier by providing automated translations between all EU languages, as well as information and support throughout.

You may only pursue a right of action against the **Insurer**, where a difference has been referred to arbitration and an award made.

GENERAL INFORMATION

1 DAN EUROPE FOUNDATION

This diving and associated risks insurance policy has been issued by the **Insurer** 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 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 **Distributor** 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.

2 INSURER INFORMATION

All cover under this policy is provided by IDA Insurance Limited (the **Insurer**) which is registered in Malta (No. C36602).

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

GENERAL DEFINITIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY
Wherever these words or phrases appear in **bold italic type** in this insurance policy, they will have these meanings:

1. **24/7 Emergency Operating Centre**
Means the assistance services provided by the Contractor engaged by **Us** to provide a 24/7 emergency contact service to **You**.
2. **Accident**
Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:
 - a. Barotrauma and decompression illness (including suspected decompression illness 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 inside **your Country of Residence**.
3. **Bodily Injury**
Means identifiable physical injury which:
 - h. Is caused by an **Accident**; and
 - i. 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**.
4. **Country of Residence**
Means **Your** country of permanent **Residence** provided by **You** when applying for this Insurance policy. This should be the country in which you are eligible to receive public, free-of-charge health services.
5. **Distributor**
Means VING Insurance Brokers Ltd, DAN Building, Level 2, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
6. **Diving Activity/Diving Activities**
Means:
 - j. **Recreational or Technical 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** assembled Buoyancy Compensator Device / underwater breathing apparatus is placed on the ground;
 - k. **Freediving** or **Snorkelling**, from the moment **You** completely enter until you exit water.
7. **Diving Bodies**
Means recognised national controlling organisations, whether or not affiliated to R.S.T.C. or C.M.A.S., subject to National, European and International laws, norms and regulations, that establish and publish guidelines and recommendations for safe diving practice.
8. **Endorsement**
Means any alteration made to the Insurance Policy which has been agreed by **Us** in writing.

9. **Excess**
Means the amount of money that the **Insured** will pay towards a claim as stated in the **Policy Schedule**.
10. **Freediving**
Means breath holding **Diving Activity** without the use of breathing apparatus.
11. **Gross Negligence**
Means an action or omission that represents an extreme disregard for either **Your** own safety, or for the safety of others to whom **You** owe a reasonable duty of care. This includes, but is not limited to, undertaking **Diving Activities** without holding the requisite certification and/or level of experience required for that type of activity, voluntary and unjustified breach of standards of the training organisation **You** are authorised to teach and/or use of any breathing apparatus that has not been maintained in accordance with the manufacturer's specifications.
12. **Insured/you/your**
Means each person or company stated in the **Policy Schedule** as being insured.
13. **Insurer/we/our/us**
Means IDA Insurance Limited, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
14. **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, but not including pharmaceuticals purchased by **You** as an outpatient.
14. **Mental Illness**
Means a condition characterised by the presence of symptoms such as delusions, hallucinations, disorder of thought form, disturbance of mood, or sustained or repeated irrational behaviour, which impairs, either temporarily or permanently, the mental functioning of a person. Examples of **Mental Illness** include, but are not limited to, phobias, stress, depression, anxiety disorders, schizophrenia, eating disorders, addictive behaviour and panic attack.
15. **Period of Insurance**
Means the **Period of Insurance** stated in the **Policy Schedule**.
16. **Policy Schedule**
Means the document providing **You** with written confirmation of cover for the **Period of Insurance**
17. **Pre-Existing Medical Condition**
Means any medical condition for which **You** have already received medical advice or treatment prior to purchasing this insurance.
19. **Recreational Diving**
Means **Diving Activities** carried out by the **Insured**, whether as a student or not, including:
 - Compressed air diving;
 - Enriched air "nitrox" diving with fixed percentages up to 40% oxygen;
 - Cavern / Cave and Wreck Diving as long as the **Insured** is appropriately trained and certified and the penetration dives are conducted within the natural light zone of a cavern / cave and wreck and the entrance is visible at all times within 40 metres from the surface, including vertical and horizontal distances.

20. Snorkelling

Means in-water activity with the use of a mask, snorkel and fins

21. Technical Diving

Means open circuit or rebreather diving 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, and subject to the medically recommended maximum gas partial pressures of 1,4ATA Oxygen for the bottom part of the dive, 1,6 ATA Oxygen during decompression and 3,95 ATA Nitrogen.

On written submission of a full dive profile and proposed safety and support measures, the **Insurer** may consider providing specific, per-dive insurance for any dive exceeding 130 metres and/or the maximum gas partial pressure limits allowed above. **Technical Diving** also includes wreck penetration and full cave diving, regardless of the distance covered.

22. 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 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 **Policy Schedule**.

23. 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 **Insurer** alleges that, by reason of the provisions of this clause, any loss, destruction or damage is not covered by this Insurance policy, the burden of proving such loss, destruction or damage is covered shall be upon the **Insured**.

Words in the masculine gender shall include the feminine.

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 the insurance policy, a medical report with "Fit-to-Dive" certification by a Diving Medical Specialist for the **Diving Activities** intended to be undertaken is submitted to the **Insurer** who, after consultation with their medical officers, may accept that the Insured is fit for **Diving Activities**.
 - ii. Who is resident outside DAN Europe **Territories** unless this insurance 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. 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**.
 - ii. Participating in professional sports or hazardous sports of any kind other than underwater sports.
- c. Excess shown in the **Policy Schedule**.
- d. Claim arising out of any **Pre-Existing Medical condition**.
- 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, except for first emergency medical assistance to stabilise the **Insured's** medical condition, where such occurrences were unforeseen and unexpected;
 - iv. Hernias and the breaking of subcutaneous tendons, unless such diseases are the consequence of an insured external and violent cause;
 - v. 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).
- 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. Natural disasters.
2. 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 by the **Insurer** or of a non-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.

GENERAL CONDITIONS

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

1. Precautions

The **Insured** MUST:

- a. Take all reasonable precautions to prevent anything happening which may give rise to a claim under this insurance policy and take all requisite steps for safeguarding and recovering any property insured;
- b. Not book or undertake the **Diving Activity** 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 Evacuation Expenses, or for securing reimbursement in respect of any claim settled, and the **Insured** shall give the **Insurer** all information and assistance required;

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 Key Information.

4. Fraud or Misrepresentation

If any claim is in respect fraudulent or if there is a misrepresentation or concealment of information by the **Insured**, or any person acting on behalf of the **Insured** to obtain benefits under this insurance policy, all benefits hereunder shall be forfeited.

5. Rights of Third Parties

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

6. Jurisdiction

The applicable law shall be the law of Malta, unless the **Insured** is an EU/EEA resident, in which case the applicable law shall be that of **Your** declared **Country of Residence** at the time of taking out the policy and/or unless otherwise expressly provided by mandatory law.

7. Pre-existing Medical Conditions

If the consequences of an **Accident** are aggravated by any **Pre-existing Medical Condition** which **You** had before the **Accident** occurred, the amount of compensation payable 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.

8. Uninsured expenses

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

9. Other insurance or indemnities

This insurance policy is a secondary insurance policy which covers **Accident** arising out of **your Diving Activities** inside **your Country of Residence** and not covered by another insurance policy and /or the national health service of **your Country of Residence**. Any other insurance policy that you also hold covering the same risk is considered 'Primary Insurance'.

1. The **Insurer** will not seek contribution from any other insurance held by the **Insured** in respect of any claim under **Death Benefit**
2. The **Insurer** will seek indemnity from any other insurance held by the **Insured** where:
 - a. 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;
 - b. The **Insured** also seeks to obtain indemnity in respect of the same claim from any other insurance, in which case the **Insurer** will not be liable to pay more than their proportionate share of any such claim, costs and expenses in connection.

10. Data Protection

Personal Information – The **Insurer** in its role as Data Controller may collect, hold and process personal and sensitive data regarding the **Insured** (known as the data subject) for particular purposes as allowed by law. All data will be managed in accordance with the (EU) Regulation 2016/679 GDPR. By accepting this policy, the **Insured** consents to the **Insurer** processing this information and, where required by the **Insurer**, passing this information to third parties in accordance with (EU) Regulation 2016/679 GDPR in order to fulfill its obligations under the policy. The **Insured** may request a copy of the Policy of the Data Controller / Processor, and exercise his/her rights as a data subject in accordance with the (EU) Regulation 2016/679 GDPR.

11. Sanctions

No insurer shall be deemed to provide cover, and no 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 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.

COVERAGE SECTIONS

SECTION 1: DIVING RISKS

The **Insurer** hereby agrees that if an **Accident** occurs during a **Diving Activity** within the **Period of Insurance** then we, the **Insurer**, will pay to, or on behalf of, the **Insured** reasonable **Medical Expenses** and, if necessary, Evacuation Expenses incurred as a result of the **Accident** after the total claim shall be substantiated.

You will be covered during your **Diving Activities** inside **Your Country of Residence** for the following expenses as long as, in **Our** opinion and 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 Activities** 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.
5. Filling of scuba tanks.

1 EMERGENCY MEDICAL & EVACUATION EXPENSES

1. **Medical Expenses** and Evacuation Expenses **You** will have to pay or which **We** may elect to pay on **Your** behalf, inside **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. Search and recovery costs of **You** or **Your** mortal remains, whether successful or not
3. Extra accommodation (room costs only) and travel expenses unavoidably incurred, with **Our** prior approval

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

1. 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 **Policy Schedule**, **We** will indemnify **You** and/or **Your** rescuer.
2. And following medical treatment **You** are prescribed with a prosthetic device required as a direct consequence of **Your** insured injuries, then, after consultation with **Our** Medical Officers, **We** may accept to cover these costs up to the limits stated in the **Policy Schedule**.
3. **Our** Medical Officers consider prescribing specialised 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 **Policy Schedule**.

2 DEATH BENEFIT

If the **Policy Schedule** indicates "Death Benefit" as included under the "Extensions of Cover" section, then this Insurance Policy will provide cover in the event of **Your** Death.

The **Insurer** hereby agrees that if an **Accident** occurs during a **Diving Activity** within the **Period of Insurance** which results in **Your** death, then **We**, the **Insurer**, will pay on **Your** behalf the Death Benefit up to the limit specified in the **Policy Schedule**.

Provided always that payment of the Death Benefit is on condition that:

- a. Death occurs within twelve months from the date of the **Accident**.
- b. The **Diving Activity** being undertaken at the time of the **Accident** was **Recreational Diving**.
- c. Any breathing apparatus is not modified without the authorisation of the manufacturer.

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.

ASSISTANCE FOLLOWING A DIVING ACCIDENT

MEDICAL ASSISTANCE

Medical Monitoring - where 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.

PERSONAL ASSISTANCE

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 those persons at the address or contact numbers provided.

3 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 spearfishing with the use of breathing apparatus of any kind, or carried out in an area where such activity is a breach of local regulations;
 - c. For professional fishing;
 - d. For record breaking attempts of any type, apart from those records which are inadvertently broken through participation in an official, organised competition;
 - e. Outside the definitions of **Recreational Diving**, **Technical Diving**, **Professional Diving** and **Freediving** and **Snorkelling**;
 - f. Related to Commercial Diving.
2. **Technical Diving** beyond 130 metres unless approved in writing by **Us**.
3. Any **Diving Activities** exceeding gas partial pressures of 1,6 ATA Oxygen and 5,6 ATANitrogen unless approved in writing by **Us**.
4. Use of underwater transport craft whether or not under the control of or being used by the **Insured**, except for underwater scooters for individual use.
5. Pregnancy of the **Insured** and its consequences.
6. Loss and/or damage to personal belongings and/or diving equipment arising out of the use of any waterborne vessel.

4 CONDITIONS APPLICABLE TO SECTION 1 ONLY

1. If an **Insured** shall engage in any of the excluded **Diving Activities** which expose the **Insurer** to greater risk, without first notifying the **Insurer** and obtaining its written agreement to the amendment of this Section (subject to the payment of such additional premium as the **Insurer** 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 of **your Country of Residence** provide their services without charge for **Accidents** arising from **Diving Activities**. The **Insurer** reserves the right to organise a transfer from a private medical facility to a public facility where appropriate.
3. If an **Insured** shall suffer **Bodily Injury** arising out of the filling of scuba tanks, cover is subject that the **Insured** holds an active certification to carry out this activity.
4. 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.

5. Notice must be given to the **Insurer** as soon as reasonably practicable of any **Accident** which causes, or may cause, medical expense or death 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 benefit, a 'cause of death' certificate and an autopsy report will need to be provided to **Us**.
6. The **Insurer** shall only be liable to cover medical expenses or evacuation claims, if the **Insurer** via the **24/7Emergency Operating Centre** is notified prior to any costs being incurred and the **Insurer** authorises such costs.
7. The **Insurer** shall only be liable to pay compensation to the **Insured** or his representatives, once all medical records, notes, and correspondence referring to the subject of a claim or a related **Pre-Existing Medical Condition** have been made available on request to any medical adviser appointed by, or on behalf of, the Insurer and that such medical adviser has been, for the purpose of reviewing the claim, allowed, so often as deemed necessary, to make examination of the person of an **Insured**.
8. **We** shall not incur any telephone, mobile, internet costs or other expenses to prepare or submit a claim against **Us**.

SECTION 2: THIRD PARTY LIABILITY

1 COVERAGE

1. The **Insurer** hereby agrees to indemnify **You**, the **Insured**, against all sums that **You** shall become civilly or legally liable to pay as a result of accidental **Bodily Injury** or damage to property occurring whilst engaged in **Diving Activities** in **Your Country of Residence** up to the Limit of Indemnity stated on the **Policy Schedule**.
2. Provided always that:
 - a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing insurance policy 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 **Policy Schedule**.

2 MEMORANDUM APPLICABLE TO SECTION 2 ONLY

The **Insurer** 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 insurance 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.

3 EXCLUSIONS APPLICABLE TO SECTION 2 ONLY

The insurance under this Section does not cover liability for:

1. The filling of tanks, the provision, leasing or renting of diving.
2. **Bodily Injury** or disease arising out of breathing apparatus which has been modified without the authorisation of the manufacturer.
3. **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.
4. **Bodily Injury** or disease arising out of the use of any underwater transport craft whether or not under the control of or being used by the **Insured** except for underwater scooters for individual.
5. Loss of or Damage to Property owned by the **Insured** or in the **Insured's** care, custody or control.
6. **Bodily Injury** or disease and/or loss of damage to property arising out of the **Insured** engaging in spearfishing.

7. **Bodily Injury** or disease and/or loss of or damage to property:
 - a. Caused by the ownership of, 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.
8. **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**.
9. 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.
10. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
11. Fines, penalties, punitive or exemplary.
12. Bodily Injury or disease arising out of **Professional Diving Activities**.
13. Any commercial or professional activity carried out by the **Insured**.
14. 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 2 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**, **you** must notify us in writing, confirming your new **Country of Residence**. **We** will amend **Your** insurance policy without additional premium, or advise **you** that we cannot, or are unable to amend **Your** insurance policy to include the law of **Your** new **Country of Residence**.
2. **LIMIT OF INDEMNITY CLAUSE** – The total liability of the **Insurer** 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 that the 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 Policy as “the **Insured**”, cover under this Section shall apply as though individual Insurance Policies had been issued to each such party. Provided always that the **Insurer’s** total liability shall not exceed the Limits of Liability stated in the **Policy Schedule**.
5. **CLAIMS PROCEDURE CLAUSE** – The **Insured** shall give to the **Insurer** 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 **Insurer**, 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 **Insurer** such information and assistance as the **Insurer** 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 insurance 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 sixty (60) months after the expiry of this insurance policy; solely in respect of losses occurring before the expiry of this insurance policy. Any claims received by you in respect of losses occurring before the expiry of **Your** insurance policy and notified to us during this sixty (60) month period will be considered as having been made within the **Period of Insurance**, subject to **You** complying with all Insurance Policy terms, exclusions and conditions, including **Your** obligation to notify **Us** immediately that **You** become aware of any loss that may result in a claim under this insurance policy.

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