

PROFESSIONAL DIVING INSURANCE



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## GENERAL INFORMATION

### 1. Diving Risks Insurance Specialists

This policy, the policy schedule and any endorsements are based on the information **you** provided **us** and form the contract of insurance between **you** and **us**. Each **Insured** should read this policy, policy-schedule and any endorsements carefully, keep them in a safe place and refer to them should a policy service be required or a claim occur.

### 2. Important Information

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

The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, 64026 Roseto degli Abruzzi (TE), Italy or telephone on +39085-8930333 within 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](mailto: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.

**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](mailto:medicalreferrals@daneurope.org)

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

### 3. How to register a complaint

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

**The Complaints Manager**

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](mailto: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](mailto:daneuropecomplaint@idassure.eu)

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

**The Complaints Officer, Malta Financial Services Authority,**

Notabile Road, Attard BKR14, MALTA. e-mail: [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt);

Phone: Freephone 00356 800 74924 or normal MFSA lines on 00356 21441155

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

#### 4. Insurer Information

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

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

#### 5. Travel Warnings by the Government of your Country of Residence

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

#### 6. Basis of Diving and Travel Assistance Cover

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

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

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

#### 7. How to make a Claim

1. If there are any circumstances that may give rise to a claim under this policy the **Insured** (or his/her legal or personal representatives) must in respect of any claim:
  - a. contact the Claims Handler as soon as practicable but within 5 working days of such circumstances arising (or within 5 days of returning from the **Journey** if such circumstances arise during the **Journey**):
    1. giving brief details of such circumstances and requesting a claim form
    2. when contacting the Claims Handler please quote the DAN membership number or the Policy Number stated in the policy schedule
  - b. Complete and return the claim form together with all receipts, reports and evidence requested on the claim form. All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**. Please note that in certain circumstances more immediate action is required to ensure that **your** claim is not prejudiced.
2. **Medical Expenses Claims** — the **Insurer** via its **24/7 Emergency Operating Centre** MUST BE NOTIFIED PRIOR TO:
  - a. The **Insured** being admitted as an inpatient at any hospital, clinic or nursing home
  - b. Any repatriation arrangements being made
  - c. Burial, cremation or transportation of the **Insured's** body
  - d. Any hospital transfer being arranged or return home costs incurred
3. FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM. Please refer to the appropriate Section for full details.

4. **YOU MUST ALSO:**

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

## 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 policy, other than in respect of Section 3 Legal Expenses they will have these meanings:

1. **24/7 Emergency Operating Centre** means the assistance services provided by the Contractor engaged by **us** to provide a 24/7 emergency contact service to **you**
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:
  - a. barotrauma and decompression sickness (including suspected DCI if diagnosed by **us**);
  - b. asphyxia of a non-pathological origin;
  - c. acute poisoning or envenomation caused by the ingestion or absorption of substances;
  - d. drowning;
  - e. exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable;
  - f. sunstroke or heatstroke;
  - g. injuries and traumas in general including when caused by marine life occurring anywhere in the world
3. **Administrator** means VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, P.O. BOX 77, 64026 Roseto degli Abruzzi TE, Italy
4. **Air Travel** means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight
5. **Bodily Injury** means identifiable physical injury which:
  - a. is caused by an **Accident**; and
  - b. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured** within twelve months from the date of the **Accident**
6. **Complicated Pregnancy** means any condition as inpatient in a hospital for illness not connected with pregnancy, however, adversely affected by conception and/or caused by pregnancy. They are nephritis, nephropathy, heart decompensation, threatened abortion and any other medical and surgical conditions of equivalent or severer nature. **Complicated pregnancy** also means the unintentional cesarean section, extrauterine pregnancy and spontaneous abortion. **Complicated pregnancy** does not include neurovegetative phenomena in the first 3-month period, hyperemesis gravidarum, preeclampsia and those conditions associated with a **complicated pregnancy**, which however do not represent any complicated nosology independent of pregnancy
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, 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. **Sport Diving** Insurance: a trip outside **your** declared **country of residence** not undertaken as a result of **your** work, occupation, or any profession and not lasting longer than the number of days per trip defined in the policy schedule
  - b. **Professional Diving** Insurance: 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 snorkel and/or **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. **Diving Activities** directly or indirectly related to scientific, exploratory or media activities are also considered **professional diving** (unless purely voluntary without any form of remuneration or reward)
  20. **Recreational Diving** means all snorkelling, and **recreational Diving Activities** (including voluntary work for civil protection agencies) carried out by the **Insured** as stated in the Schedule 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**.

## 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 policy and take all requisite steps for safeguarding and recovering any property insured
  - b. Not book or undertake the **Diving Activity** or **Journey** against medical advice
2. **Insurer's rights in the event of a claim in respect of all Sections**
  - a. The **Insurer** shall be entitled but not bound to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
  - b. The **Insurer** shall be entitled at any time in its own name or in the name of the **Insured** to take action to effect the recovery of all or any part of a claim for emergency **medical expenses** or **repatriation expenses** or for securing reimbursement in respect of any claim settled and the **Insured** shall give the **Insurer** all information and assistance in so doing.
3. **Claims** — If there are any circumstances that may give rise to a claim under this policy the **Insured** must follow the procedure *How to Make a Claim*, detailed in *General Information*.
4. **Fraud** — If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or if there has been a misstatement or concealment by the **Insured** or any person acting on behalf of the **Insured** to obtain benefit under this policy, all benefit hereunder shall be forfeited
5. **Cancellation** — **We** may cancel this policy by giving **you** 30 days notice of cancellation in writing by recorded delivery to **Your** last known **Residence** and by returning a proportionate part of the premium for any unexpired **period of insurance**. **You** may cancel this policy by returning it to **Us** together with written cancellation instructions at any time within 14 days of the inception or renewal date of the Policy and provided that no claim has been made or **Journey** commenced or that **you** have not dived the premium will be refunded in full
6. **Observance** — The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy so far as they relate to anything to be done or complied with by the **Insured** and the disclosure of all **Material Facts** shall be a condition precedent to any liability of the **Insurers** to make any payment under this policy
7. **Arbitration in respect of all Sections** — If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Malta. The place of arbitration shall be in Malta and the language of the arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**
8. **Jurisdiction** — The **Insured** and the **Insurers** have agreed that this policy shall be governed by and construed in accordance with Maltese Law which will have exclusive Jurisdiction on any policy disputes which will be based on the English policy version
9. **Uninsured Expenses** — If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers** on the **Insured's** behalf or any additional or increased costs and/or expenses incurred by the **Insurers** as a result of the **Insured's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured** shall repay all such costs and/or expenses to the **Insurers** within 30 days of his/her being requested to do so by the **Insurers**
10. **Other Insurance or Indemnities** —
  - a. The **Insurers** will not seek contribution from any other insurance held by the **Insured** in respect of any claim under Section 1.2 – Death and Disability
  - b. The **Insurers** will seek contribution from any other insurance held by the **Insured** where:
    1. 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
    2. 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 **Insurer's** Data Protection and Privacy Statement (a copy of which can be obtained from **us** on request). Due to the sensitive nature of some of this information the **Insured**, by accepting this policy, consents to the **Insurer** to process this information and where required by the **Insurer** to pass this information to third parties such as loss adjusters and other agents



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

## GENERAL EXCLUSIONS

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

1. This insurance does not cover any:
  - a. Person aged 75 or over unless, 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**. No coverage is provided to any person over the age of 75 unless the policy specifically confirms this in writing
  - b. Loss, damage, **bodily injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any:
    1. Manual work, commercial activities or hazardous occupation of any kind undertaken by **you** during **your Journey**
    2. 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
    3. 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:
    1. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
    2. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
    3. 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
    4. 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
    5. Have any medical conditions for which they are on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
    6. Have been advised of a terminal prognosis

However the **Insurer** may agree in writing not to apply exclusions d.1 to d.6 or the **Insurer** may impose special terms if **you** apply to the **Insurer** with details of the condition by completing a self-declaration form and this insurance is suitably endorsed.

- e. Claim caused by or arising from:
  1. 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
  2. Mental illness
  3. 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
  4. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof.
  5. Epidemic and pandemic diseases of any kind.
- 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:
    - 1. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - 2. 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

## COVERAGE SECTIONS

### SECTION 1: DIVING RISKS

The **Insurers** hereby agree that if an **Accident** occurs during a **Diving Activity** within the **period of Insurance** then **we** the **Insurers** will pay to or on behalf of the **Insured** reasonable **Medical Expenses** 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

1. 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.
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:
  1. Death occurs within twelve months from the date of the **Accident**
  2. Under Items a) to j) of the Table of Serious Permanent Disabilities, loss occurs within twelve months from the date of the **Accident** and such disablement lasts for twelve months and at the expiry of that period is beyond hope of improvement
- e. Limitations for **technical diving** – If the **diving activity** being undertaken at the time of the **accident** was a **technical diving**, the maximum limit of the coverage will be 6.000,00 €
- f. Any money settled by the **insurer** as a result of a claim submitted under any Death benefit will be paid to the legal heirs of the **insured** as confirmed by legal proof or notarial deed

### 3. Table of Serious Permanent Total Disabilities

The percentages indicated below represent a percentage of the sum insured indicated under the Permanent Disability benefit in Section 1 of the Schedule attached to this Policy. Cover is for Permanent Total Loss only of the limbs or parts or functionality of the body as defined below:

a. Total loss (anatomical or functional) of sight of two or more limbs or of an eye and of a limb	100%
b. Total loss (anatomical or functional) of one eye or limb	50%
c. Total loss of the voice or complete deafness in both ears	100%
d. Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist	20%
e. Complete deafness in one ear	15%
f. Total loss (anatomical or functional) of: <ul style="list-style-type: none"> <li>• A thumb</li> <li>• An index finger</li> <li>• Any other finger of the hand or a big toe</li> <li>• Any other toe</li> </ul>	15% 10% 3% 1%
g. Loss of: <ul style="list-style-type: none"> <li>• Both hands or both feet</li> <li>• One hand and one foot</li> <li>• Sight of both eyes</li> </ul>	100% 100% 100%
h. Total loss of sight of one eye and loss of one hand or one foot	100%
i. Loss of one hand or one foot	50%
j. Loss of balance due to irreversible vestibular damage, impairing normal equilibrium / autonomous walking	50%

Loss of a hand or a foot is understood to mean their anatomical loss at or above the wrist or the ankle.

Loss of the sight of one or both eyes is understood to mean the irrecoverable loss of that faculty.

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

### 4. Exclusions applicable to Section 1 only

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

1. The **Insured** engaging in or taking part in any activity:
  - a. For naval, military or air force services or operations
  - b. For professional fishing

- c. For record breaking attempts of any type
- d. Outside the definition of **Technical diving**
- e. For commercial, industrial or any other business purposes not included in the definition of **professional diving**

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

- 2. Use of underwater transport craft whether or not under the control of or being used by the **Insured** except for underwater scooters for individual use
- 3. Pregnancy of the **insured** person and its consequences

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

- 1. If an **Insured** shall engage in any of the above excluded **diving activities** which expose the **Insurer** to greater risk without first notifying **Insurers** and obtaining their written agreement to the amendment of this Section (subject to the payment of such additional premium as the **Insurers** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising therefrom
- 2. No **Medical Expenses** or other costs shall be incurred by **us** where the national medical services in **your Country of Residence** or location of **Accident** provide their services without charge for **Accidents** arising from **Diving Activities** unless **Insurer's**, at their discretion and after consultation with their Medical Officers so decide. **Insurers** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate

## SECTION 2: NON DIVING EMERGENCY AND TRAVEL ASSISTANCE ABROAD

The **Insurers** agree that they will provide **you** with the following assistance services 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 the attached 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

1. 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 for a one way ticket home for **you** and/or **your** travelling companion at the most economical means reasonably possible

### 4. Personal Assistance

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

## 5. Exclusions applicable to Section 2 only

Cover under Section 2 is subject that:

1. The illness or **bodily injury** does not arise whilst the **Insured** is engaging in:
  - a. Motorcycling and quad biking as either a driver or a passenger
  - b. **Air travel** other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
  - c. Participating in professional sports or hazardous sports of any kind other than underwater sports or in any organised sports trips or tours whilst the **Insured** is playing
2. This insurance does not cover dental treatments from a non-diving cause except for emergency dental treatment for the immediate relief of pain (to natural teeth only) following an insured **accident**, up to a limit of 500,00 €
3. Delivery and its consequences and **Complicated Pregnancy** in the last 3 prenatal months.

## 6. Conditions applicable to Section 2 only

1. Coverage for NON-DIVING RELATED MEDICAL EMERGENCY AND TRAVEL ASSISTANCE ABROAD is effective from the time the trip has started, i.e. when **you** left **your** declared **country of residence**, until the end of the trip, and no later than the expiration of the policy
2. Coverage for **unexpected illness**, which are not caused by or connected to **diving activity**, starts after 5 full days from the date of activation of this insurance policy. This exclusions applies only in the case of New Policy purchases or late renewals, where cover is not continuous.



### Conditions applicable to section 1 & 2

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