



# PROFESSIONAL DIVING INSURANCE

**ida**  
insurance Ltd.



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## INTRODUCTION

For the purpose of this policy, the **Policyholder** is PADI EMEA, situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, England, and the beneficiary of the policy's benefits is the **Insured** person, under the policy.

PADI EMEA is the only **Policyholder** under the insurance Policy. This agreement does not give the **Policyholder** direct rights under the Policy of insurance but enables the **Insured**, to receive the benefits described below.

Strict compliance with the terms and conditions of this agreement is required if the **Insured** is to receive its benefits.

## 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 during a Diving Activity or in the event of an Accident** or an acute medical emergency 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.

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 contact:

**IDA Insurance Limited**  
DAN Building, Level 1  
Sir Ugo Mifsud Street  
Ta' Xbiex  
XBX 1431  
Malta  
Telephone: +39085-8930333  
Email: [info@idassure.eu](mailto:info@idassure.eu)

The insurance policy must be canceled 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.

### 2. Cancellation by Us

After any claim, **We** have the right to cancel the Insurance Policy by giving **You** 30 days' written notice, 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](mailto: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 or, for events occurring during a **Journey**, within 14 days from the date of return. If **You** hold a 'Travel No-Limits' extension to **Your** policy, **You** must notify **Us** of a claim within 14 days of the event or first occurrence.
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 repatriation and/or evacuation arrangements being made.
  - c. Burial, cremation or transportation of the **Insured's** body.
  - d. Any hospital transfer being arranged or return home costs incurred.
  - e. Any other costs being incurred.

In respect of **Legal Expenses** and **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:

### **Complaints Management Function**

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](mailto: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>

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 other than Section 3 – Legal Expenses.

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.

## 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. It is DAN Europe's understanding that all citizens or residents of the territories included in the list of the DAN Europe countries (available on [www.daneurope.org](http://www.daneurope.org)) 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 **Insurer** 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.

## 3 RECIPROCAL HEALTH AGREEMENT

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

## 4 TRAVEL WARNINGS BY THE GOVERNMENT OF YOUR COUNTRY OF RESIDENCE

This insurance policy provides cover in respect of any **Journey** to a destination where the Government of **Your Country of Residence** has advised against travel. Cover is subject to the terms and conditions of this insurance policy.

Please note that in the event of an advice against travel by the Government of **Your Country of Residence**, we might not be able to provide appropriate Emergency Medical Assistance via **our 24/7 Emergency Operating Centre**. Such Emergency Medical Assistance may include but is not limited to evacuation and / or repatriation.

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 anywhere in the world.

3. **Air Travel**

Means being in, or on, or boarding an aircraft for the purpose of flying therein, or alighting therefrom, following a flight.

4. **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**.

5. **Complications of Pregnancy**

Means any condition that requires hospitalisation for an illness which is not directly connected with the pregnancy but is, however, adversely affected by conception and/or caused by pregnancy. These are nephritis, nephropathy, heart decompensation, threatened abortion and any other medical and surgical conditions of equivalent or more severe nature. **Complications of Pregnancy** also include unplanned emergency cesarean section, extrauterine pregnancy and spontaneous abortion. **Complications of Pregnancy** do not include neurovegetative phenomena in the first three-month gestational period, hyperemesis gravidarum, pre-eclampsia and those conditions associated with a difficult pregnancy which do not represent any complicated nosology independent of pregnancy.

6. **Country of Origin**

Means the country from which **You** originate and/or in which **You** hold citizenship. In the event of **Your** death, **Your** mortal remains may be repatriated to this country, if the cause of **Your** death is not excluded by the policy.

7. **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.

8. **Diving Activity/Diving Activities**

Means:

- a. **Recreational or Technical Diving** with scuba or rebreather apparatus from the moment **You** lift **Your** assemble 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.
- b. **Freediving** or **Snorkelling**, from the moment **You** completely enter until **You** exit water.

9. **Diving Bodies**

Means recognised national controlling organisations, whether or not affiliated to R.S.T.C. or C.M.A.S., subject to National, European and International laws, norms and regulations, that establish and publish guidelines and recommendations for safe diving practice.



10. **Endorsement**  
Means any alteration made to the Insurance Policy which has been agreed by **Us** in writing.
11. **Excess**  
Means the amount of money that the **Insured** will pay towards a claim as stated in the **Policy Schedule**.
12. **Freediving**  
Means breath-holding **Diving Activity** without the use of breathing apparatus.
13. **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 **Diving Body** that authorises you to teach; the use of any breathing apparatus that has not been maintained in accordance with the manufacturer's specifications.
14. **Insured/You/Your**  
Means each person or company stated in the **Policy Schedule** as being insured.
15. **Insurer/We/Our/Us**  
Means IDA Insurance Limited, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta.
16. **Journey/s**  
Means a trip which starts in **Your** declared **Country of Residence** and is not undertaken as a result of **Your** work, occupation, or any profession other than **Professional Diving**. When the trip is outside **Your** declared **Country of Residence**, the trip must not last longer than the number of travelling days per trip and per year as specified in the **Policy Schedule**.
17. **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.
18. **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.
19. **Medical Repatriation**  
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.
20. **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.
21. **Period of Insurance**  
Means the **Period of Insurance** stated in the **Policy Schedule**.
22. **Permanent Total Disablement**  
Means disablement which entirely prevents **You** from attending to any business or occupation of any and every kind which lasts twelve months and, at the expiry of that period, is beyond hope of improvement.
23. **Policyholder**  
Means PADI EMEA

24. **Policy Schedule**  
Means the document providing **You** with written confirmation of cover for the **Period of Insurance**.
25. **Pre-Existing Medical Condition**  
Means any medical condition for which **You** have already received medical advice or treatment prior to purchasing this insurance.
26. **Professional Diving**  
Means the provision of advice and instruction in **Diving Activities** including all supervising, training, escorting or guiding services provided by diving instructors, assistant instructors and underwater guides.
27. **Recreational Diving**  
Means **Diving Activities** carried out by the **Insured**, whether as a student or not, including:
- a. Compressed air diving.
  - b. Enriched air “nitrox” diving with fixed percentages up to 40% oxygen.
  - c. 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.
28. **Repatriation of Mortal Remains**  
Means the transportation of **Your** mortal remains to either **Your Country of Residence** or **Country of Origin** subject that the cause of **Your** death is not excluded by the policy.
29. **Residence**  
Means the residential address included in **Your** application or renewal for this insurance policy, and which appears on the **Policy Schedule**.
30. **Scientific and Media Diving**  
**Diving Activities** conducted exclusively for scientific purposes in general, including but not limited to study and research, environmental conservation and protection, scientific and technical documentation and information. Such activities shall be conducted in the course of the **Insured**'s employment or participation in the performance of a contract and within the parameters indicated in the definitions of **Recreational Diving**, **Technical Diving**, **Freediving** and **Snorkeling**.
31. **Snorkelling**  
Means in-water activity with the use of a mask, snorkel and fins.
32. **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.
33. **Territory/Territories**  
Means the DAN Europe countries. A list of the DAN Europe countries can be found on [www.daneurope.org](http://www.daneurope.org)
34. **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**.
35. **Unexpected Illness**  
Means any acute illness unknown to the **Insured** which, even if sudden or unforeseen, cannot be related to **Pre-Existing Medical Condition** known to the **Insured**.

Words in the masculine gender shall include the feminine.

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. Manual work, commercial activities or hazardous occupation of any kind undertaken by **You** during **Your Journey**.
    - ii. Wilful, malicious or criminal act of the **Insured** or breach of any law or enactment by the **Insured** or arising out of **Your Gross Negligence**.
    - iii. Participating in professional sports or hazardous sports of any kind other than underwater sports.
  - c. **Excess** shown in the **Policy Schedule**.
  - d. Claims 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.
    - vi. Epidemic and pandemic diseases of any kind unless specifically included under the “Extensions of Cover” section in the **Policy Schedule**.
  - 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.

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** 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 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. Contracts (Rights of Third Parties) Clause

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** or **Unexpected Illness** not covered by another insurance policy. 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 Section 1.2 – **Death or Permanent Total Disablement**.
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 therewith.

## 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.

## 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, **Medical Repatriation** or **Repatriation of Mortal Remains** incurred as a result of the **Accident**, **Permanent Total Disablement** or Death Benefit, after the total claim shall be substantiated.

**You** will be covered during **Your Diving Activities** for the following expenses as long as, in **Our** opinion following consultation with **Our** Medical Officers, these expenses are medically necessary and the costs reasonable.

In respect of coverage under this Section, the definition of **Diving Activities** is deemed to include:

- a. Assembly/disassembly and checking of diving equipment.
- b. Kitting up with and kitting off from diving equipment.
- c. Loading and unloading of diving equipment onto a means of transport for the purpose of directing oneself towards or from a dive location.
- d. Embarkation or disembarkation onto/from a dive boat.
- e. Filling of scuba tanks.

## 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. **Medical Repatriation** expenses or extra cost of returning **You** to **Your** home in **Your Country of Residence**, including returning **You** by air ambulance if, in the **Insurer's** opinion, this is medically necessary.
3. **Repatriation of Your Mortal Remains** to **Your Country of Residence** or **Your Country of Origin** or the extra cost of funeral expenses outside **Your Country of Residence** and **Your Country of Origin**.
4. Search and recovery costs of **You** or **Your** mortal remains, whether successful or not.
5. Extra accommodation (room costs only) and travel expenses unavoidably incurred, with **Our** prior approval.

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 **Policy Schedule**, **we** will indemnify **You** and/or **Your** rescuer.
7. **You** are hospitalised for more than 24 hours, then **We** will pay a supplementary benefit for each day of hospitalisation, up to a maximum number of days noted in the **Policy Schedule**. 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 to 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, then, after consultation with **Our** Medical Officers, **We** may accept to cover these costs up to the limits stated in the **Policy Schedule**.
9. **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 OR PERMANENT TOTAL DISABLEMENT

1. 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. Limitations for **Technical Diving** – If the **Diving Activity** being undertaken at the time of the **Accident** was **Technical Diving**, the maximum limit of the Death Benefit coverage will be € 6.000,00.
  - c. 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.
  - d. Any breathing apparatus is not modified without the authorisation of the manufacturer.
2. The **Insurer** hereby agrees that if an **Accident** occurs during a **Diving Activity** within the **Period of Insurance** that results in **Your Bodily Injury**, then **We**, the **Insurer**, will pay to or on behalf of the **Insured**, the **Permanent Total Disablement** Benefit, according to the 'Table of Serious **Permanent Total Disablement**', after the total claim shall be substantiated.

Provided always that payment of the **Permanent Total Disablement** Benefit is on condition that:

- a. Compensation shall not be payable under more than one of the items of the 'Table of Serious **Permanent Total Disablement**' in respect of the consequences of one **Accident** to any one **Insured**, and
- b. The total sum payable to any one **Insured** in respect of any one or more claims under this Section, shall not exceed in all the largest amount of benefit available under any one of the items contained in the 'Table of Serious **Permanent Total Disablement**' or added to this Section by endorsement. However, the **Insurer** will, in addition, pay **Medical Expenses** and **Repatriation Expenses** up to the insured limit.
- c. Under Items a) to j) of the 'Table of Serious **Permanent Total Disablement**', 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.
- d. Any breathing apparatus is not modified without the authorisation of the manufacturer.

### TABLE OF SERIOUS PERMANENT TOTAL DISABLEMENT

The percentages indicated below represent a percentage of the sum insured indicated under the **Permanent Total Disablement** Benefit under Section 1 of the **Policy Schedule**. 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 or of two or more limbs or of an eye and a limb	100%
b.	Total loss (anatomical or functional) of one eye or limb	50%
c.	Total loss of the voice or complete deafness in both ears	100%
d.	Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist	20%
e.	Complete deafness in one ear	15%
f.	Total loss (anatomical or functional) of:	
	• A thumb	15%
	• An index finger	10%
	• Any other finger of the hand or a big toe	3%
	• Any other toe	1%
g.	Loss of:	
	• Both hands or both feet	100%
	• One hand and one foot	100%



	<ul style="list-style-type: none"> <li>Sight in both eyes</li> </ul>	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 the benefits above; whichever is the highest.

### 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**, **Scientific and Media Diving**, **Freediving** and **Snorkelling**.
  - f. For commercial, industrial or any other business purposes not included in the definition of **Professional 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 ATA Nitrogen 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 in **Your Country of Residence** or location of **Accident** provide their services without charge for **Accidents** arising from **Diving Activities**, unless the **Insurer**, at its discretion and after consultation with their Medical Officers, so decides. 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.

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

The **Insurer** agrees that it will provide **You** with the following assistance services, up to the cover limits shown in **Your Policy Schedule**, from their **24/7 Emergency Operating Centre** following an **Accident** or **Unexpected Illness** during a **Journey** within the **Period of Insurance**

### 1 EMERGENCY MEDICAL EXPENSES AND REPATRIATION

The **Insurer** agrees that following an **Accident** or **Unexpected Illness** during a **Journey** outside **Your Country of Residence** and within the **Period of Insurance** it 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** whether or not **You** are hospitalised, with **our** prior approval.
3. **Medical Expenses** for outpatient care outside **Your Country of Residence** with **Our** approval.
4. **Medical Expenses** as a result of **You** being admitted into a hospital or emergency medical centre outside **Your Country of Residence**; including costs and expenses for medical, surgical and hospital or clinic charges, nursing home, nursing costs and the necessary costs for reasonable tests and medication prescribed by the treating hospital of not more than the limits stated in **Your Policy Schedule**.
5. **Medical Repatriation** Expenses 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. **Repatriation of Your Mortal Remains** to **Your Country of Residence** or **Your Country of Origin** or the extra cost of funeral expenses outside **Your Country of Residence** and **Your Country of Origin**.
7. If the **Policy Schedule** indicates "Covid-19" as included under the "Extensions of Cover" section, then the **Insurer** will pay to or on behalf of the **Insured** up to the limits stated on the **Policy Schedule** reasonable:
  - a. **Medical Expenses** as a result of **You** being admitted into a hospital or a medical centre outside **Your Country of Residence**.
  - b. Extra accommodation (room cost only) outside **Your Country of Residence** and/or additional travel expenses if **You** miss a pre-booked return ticket home.
  - c. Costs of funeral expenses outside **Your Country of Residence** 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**.

Provided that:

- i. **You** provide written evidence of a Covid-19 positive test (Molecular tests).
- ii. **You** test positive for Covid-19 during a **Journey** outside **Your Country of Residence** and within the **Period of Insurance**.
- iii. Costs and Expenses are unavoidably incurred and with **Our** prior approval.
- iv. Covid-19 cover starts after fourteen (14) full days from the date of activation of this insurance cover.

### 2 EXCLUSIONS APPLICABLE TO SECTION 2 ONLY

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

1. The **Insured** engaging in:
  - a. Cycling, motor-cycling, quad biking or travel in electric or motor-assisted vehicles of any kind as either a passenger or a driver.
  - b. **Air Travel** other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier.
  - c. Professional sports or hazardous sports of any kind (other than underwater sports).
2. This insurance does not cover dental treatment arising 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. **Complications of Pregnancy** in the last three (3) prenatal months, delivery and its consequences.

## TRAVEL ASSISTANCE ABROAD ( APPLICABLE TO SECTION 1 & 2 ONLY)

### 1. Medical Assistance

1. 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.

### 2. Travel Assistance

1. Round trip tickets for a family member or friend - If, during a **Journey**, **You** are admitted to hospital for more than five 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 **You** 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 dependents, **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 have to miss a pre-booked return ticket to **Your Country of Residence** owing to a medical emergency involving **You**, or a member of **Your** family who is a named beneficiary of this insurance policy, **We** will organise, at **Our** expense, up to the limit shown in **Your Policy Schedule**, for a one-way ticket to **Your Country of Residence** for **You** and/or **Your** travelling companion at the most economical means reasonably possible.

### 3. 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 those persons 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 regarding this medical emergency, and this problem cannot be resolved on the telephone, **Our 24/7 Operating Centre** will make available an interpreter at **Your** cost.

## CONDITIONS (APPLICABLE TO SECTION 1 & 2 ONLY)

Cover under Sections 1 & 2 is subject that:

1. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
2. Notice must be given to the **Insurer** 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 benefit, a 'cause of death' certificate and an autopsy report will need to be provided to **Us**.
3. The **Insurer** shall only be liable to cover **Medical Expenses** claims, if the **Insurer** via the **24/7 Emergency Operating Centre** is notified prior to any costs being incurred and the **Insurer** authorises such costs.
4. 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**.

5. **We** shall not incur any telephone, mobile, internet costs or other expenses to prepare or submit a claim against **Us**, except where **Your** claim for **Medical Expenses** is covered under the terms and conditions of the policy, 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.
6. 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 seven (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.

## CONDITIONS APPLICABLE TO SECTION 2: NON DIVING EMERGENCY AND TRAVEL ASSISTANCE ABROAD

1. Coverage for NON-DIVING RELATED MEDICAL EMERGENCY AND TRAVEL ASSISTANCE ABROAD is effective from the time the **Journey** has started, i.e., when **You** left **Your** declared **Country of Residence**, until the end of the **Journey**, and no later than the expiration of the policy.
2. Coverage for **Unexpected Illness**, which is not caused by or connected to **Diving Activity**, starts after five (5) full days from the date of activation of this insurance policy. This condition applies only in the case of new policy purchases or late renewals; where cover is not continuous.

## SECTION 3: LEGAL EXPENSES

### 1 DEFINITIONS APPLICABLE TO SECTION 3 ONLY

1. **Representative** means the lawyer, or other suitably qualified person, who has been appointed by **Insurer** to act for an **Insured** in accordance with the terms of this Section.
2. **Date of Occurrence** means the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the **Date of Occurrence** means the date of the first of these events.
3. **Costs and Expenses** means all reasonable and necessary costs chargeable on a standard basis by the **Representative**.
4. **Insured Incident** means the occurrence or event arising during a **Diving Activity** of the **Insured** and which made it necessary for the **Insured** to incur legal expenses.

### 2 COVERAGE

In the event of an **Insured Incident**, **We** will pay reasonable **Costs and Expenses** incurred to defend **You** from a legal suit against **You** (including criminal) and which is not covered by a Third Party Liability policy.

In addition, **You** will be covered for costs incurred by opponents in civil cases if **You** have been ordered to pay them by a court, or **You** pay them with the **Insurer's** agreement.

The **Insurer** will pay the **Costs and Expenses** charged by a **Representative** appointed by the **Insurer**. The most the **Insurer** will pay for all claims resulting from one or more events arising at the same time, or from the same cause, is stated in the **Policy Schedule**, or as may be agreed by the **Insurer**.

### 3 EXCLUSIONS APPLICABLE TO SECTION 3 ONLY

The **Insurer** shall not be liable for:

1. A claim reported to the **Insurer** more than 180 days after the **Insured** should have known about the **Insured Incident**.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before the **Insurer's** written acceptance of a claim.
4. Any claim relating to any illness or **Bodily Injury** which happens gradually or is not caused by a specific or sudden **Accident**.
5. Defending an **Insured's** legal rights (other than as defined above), however, defending a counter-claim made against **You** by a third party is covered.
6. Fines, penalties, compensation or damages which an **Insured** is ordered to pay by a court or other authority.
7. An **Insured Incident** intentionally brought about by an **Insured**.
8. A legal action that the **Insured** takes which the **Insurer**, or the **Representative**, has not agreed to or where the **Insured** does anything that hinders the **Insurer** or the **Representative**.
9. A claim relating to an **Insured's** alleged dishonesty, alleged violent behaviour or criminal activity.
10. A claim relating to written or verbal remarks which damage an **Insured's** reputation.
11. A dispute with the **Insurer** not otherwise dealt with under Condition 4.18.
12. An application for judicial review.
13. Any **Costs and Expenses** incurred where the **Representative** handles the claim under a contingency fee arrangement.
14. Any **Costs and Expenses** charged by a **Representative** who is not authorised in writing by the **Insurer**.
15. A claim against the **Insurer** or their insurance intermediaries or agents.
16. A claim made against the **Policyholder**.
17. A claim made against the **Insured** for any non-**Diving Activity**.
18. A claim relating to **Scientific and Media Diving**.
19. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured** travelling by air.
20. A claim covered under any other insurance policy, or any claim that would have been covered by any other insurance policy if this cover did not exist.
21. Any claim made, or action instituted in the first instance, within all jurisdictions of the United States of America or Canada, nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise.

#### 4 CONDITIONS APPLICABLE TO SECTION 3 ONLY

1. The **Insurer** agrees to provide the insurance in this Section as long as:
  - a. The **Insured Incident** is restricted to incidents arising out of **Your Diving Activities**.
  - b. The **Date of Occurrence** of the **Insured Incident** is during the operative time of cover.
  - c. Any legal proceedings, whether civil or criminal, will be dealt with by a court, or other body the **Insurer** agrees to.
  - d. Such cover is not already provided under the Third Party Liability section of this Policy.

The **Insurer** will help in appealing or defending an appeal as long as the **Insured** informs the **Insurer**, within the time limits allowed, that they want to appeal. Before the **Insurer** pays the Legal Costs for appeals, the **Insurer** must agree that it is always more likely than not that the appeal will be successful.
2. The **Insurer** will cover **Your** legal and court **Costs and Expenses** to defend **Your** legal rights arising out of **Your Diving Activities** provided that third party and professional liability insurance:
  - a. Is current and in force; and
  - b. Has responded up to the full policy limit insured; or
  - c. Cannot respond because it does not insure or is not operative in the particular circumstances.
3. The **Insured** must:
  - a. Try to prevent anything happening that may cause a claim.
  - b. Take reasonable steps to keep any amount the **Insurer** has to pay as low as possible.
  - c. Send everything **Insurer** asks for, in writing.
  - d. Give the **Insurer** full details of any claim as soon as possible and give the **Insurer** any information the **Insurer** needs.
4. The **Insurer** can take over and conduct, in the name of an **Insured**, any claim or legal proceedings at any time and can negotiate any claim on behalf of an **Insured**.
5. The **Insured** is free to choose a **Representative** (by sending **Insurer** a suitably qualified person's name and address) if:
  - a. The **Insurer** agrees to start court proceedings and it becomes necessary for a lawyer to represent the interests of the **Insured** in those proceedings; or
  - b. There is a conflict of interest; the **Insurer** may, in exceptional circumstances, choose not to accept the **Insured**'s choice. If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured** may choose another suitably qualified person.
6. In all circumstances except those in 5 above, the **Insurer** is free to choose a **Representative**.
7. Any **Representative** will be appointed by the **Insurer** to represent the **Insured** according to the **Insurer**'s standard terms of appointment. The **Representative** must co-operate fully with the **Insurer** at all times.
8. The **Insurer** will have direct contact with the **Representative**.
9. The **Insured** must co-operate fully with the **Insurer** and the **Representative** and must keep the **Insurer** up to date with the progress of the claim.
10. The **Insured** must give the **Representative** any instructions that the **Insurer** requires.
11. The **Insured** must tell the **Insurer** if a third party offers to settle the claim.
12. If the **Insured** does not accept a reasonable offer to settle a claim, the **Insurer** may refuse to pay further **Costs and Expenses**.
13. The **Insurer** may decide to pay the amount of damages which is being claimed against the **Insured**, instead of starting or continuing legal proceedings.
14. The **Insured** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if the **Insurer** asks for this.
15. The **Insured** must take every step to recover **Costs and Expenses** that the **Insurer** has to pay and must pay **Insurer** any **Costs and Expenses** that are recovered.
16. If the **Representative** refuses to continue acting for the **Insured**, or if the **Insured** dismisses a **Representative**,

the cover the **Insurer** provides will end at once, unless the **Insurer** agrees to appoint another **Representative**.

17. If the **Insured** settles a claim or withdraws it without the agreement of the **Insurer**, or does not give suitable instructions to a **Representative**, the cover the **Insurer** provides will end at once and the **Insurer** will be entitled to reclaim any **Costs and Expenses** that the **Insurer** has paid.
18. If the **Insurer** and the **Insured** disagree about the choice of a **Representative**, or about the handling of a claim, the **Insurer** and the **Insured** can choose another suitably qualified person to decide the matter. The **Insurer** and the **Insured** must both agree to the choice of this person in writing. Failing this, the **Insurer** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
19. The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
20. Apart from the **Insurer**, the **Insured** is the only person who may enforce all, or any part of this Section and the rights and interests arising from or connected with it.
21. This Section will be governed by the law of **Your Country of Residence**.

## SECTION 4: 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 **Professional Diving Activities** in **Your Country of Residence**, or elsewhere in the world, arising out of **Journeys** outside **Your Country of Residence**, up to the Limit of Indemnity 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. The trade, operating and employment licenses of **Your Country of Residence** and/or in the country where **You** operate professionally are complied with and observed.
  - c. Your **Professional Diving Activities** and services are conducted in a manner that is safe and prudent and within the definitions of **Recreational** and **Technical Diving**.
  - d. Legal Fees and other costs incurred in the legal defence of the **Insured** shall be payable up to, and not greater than, the Limit of Indemnity shown in the **Policy Schedule**.

### 2 MEMORANDUM APPLICABLE TO SECTION 4 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 4 ONLY

The insurance under this Section does not cover liability for:

1. The filling of tanks, the provision, leasing or renting of diving equipment.
2. **Bodily Injury** or disease 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 use.
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 or 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 damages.
12. Any claim made against the **Policyholder**.



13. For intentional exposure of **Your** clients or students to gas partial pressures greater than 1,6 ATA oxygen and 5,6 ATA nitrogen unless in respect of dives using oxygen, the partial pressure is exceeded to maximise decompression safety.
14. Any commercial or professional activity not included within the definition of **Professional Diving**.
15. Any activities related to **Scientific and Media Diving**.
16. 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 4 ONLY

1. **APPLICABLE LAW** – **You** are insured according to the law of **Your Country of Residence**. If during the **Period of Insurance**, **You** change **Your Country of Residence** this insurance policy will remain valid up 'til the expiry date of the **Period of Insurance**. If **You** 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. **INDEMNITY TO POLICYHOLDER CLAUSE** – It is hereby declared and agreed that the Policyholder is deemed to be considered as co-assured under this Policy. Where liability for any Diving Activities attaches to the Policyholder, the Policyholder remains subject to the terms, exclusions and conditions of this Policy. Coverage under this clause applies only insofar that the legal liability was in the first instance the responsibility of the **Insured**.
7. **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.
8. **SERIAL LOSSES** – All claims arising out of, or attributable to, the same loss or cause form a serial loss will be considered by this insurance policy as a single loss, regardless of the number of injured parties, claimants or beneficiaries.
9. **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.

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

## SECTION 5: DIVING RISK FOR STUDENT CLIENTS

APPLICABLE ONLY IN RESPECT OF STUDENT DECLARED ONLINE VIA THE MYDAN SECTION ON [www.daneurope.org](http://www.daneurope.org) AND ONLY UP TO THE MAXIMUM AMOUNT OF STUDENTS CLIENTS INDICATED IN THE **POLICY SCHEDULE**.

1. For the purposes of this clause the definition of **Diving Activity** is restricted to Recreational Instruction up to a maximum depth equivalent to that allowed by **Your Diving Body**.
2. Furthermore Student Client shall mean the client of the **Insured**, undertaking a **Diving Activity** as defined above and only for instruction purposes up to a first level instruction course and within the execution standards of **Diving Bodies**.

### 1 COVERAGE

**Your** Student Client will be covered for the **Medical Expenses** he/she will have to pay or which **We** may elect to pay on his behalf, within the country where the **Accident** occurred and arising from a **Diving Activity** within the **period of insurance**. 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), nursing home and nursing costs.

### 2 CONDITIONS APPLICABLE TO SECTION 5 ONLY

1. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the Student Client 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 **Insurer** as soon as reasonably practicable of any **Accident** which causes or may cause **Medical Expense** within the meaning of this clause, and the Student Client must as early as possible place himself under the care of a duly qualified medical practitioner.
3. It is a condition precedent to the **Insurer's** liability to pay compensation to the Student Client 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 **Insurer** 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 the Student Client.
4. Any fraud, misstatement, or concealment by an **Insured** or the Student Client in relation to any matter affecting this Section or in connection with the making of any claim hereunder shall render this Section null and void in so far as it relates to the Student Client in question.
5. If at the time of an occurrence insured above the Student Client is also entitled to receiving indemnity from another insurer, **We** will only pay the amount not covered by them and any deductible applied by them.
6. Cover is operative only if:
  - a. The instruction course does not include closed or semi-closed breathing apparatus or any form of **Technical Diving**.
  - b. The student client is duly registered by the **Insured** in the MyDAN section on [www.daneurope.org](http://www.daneurope.org)
  - c. The **Accident** occurs whilst the **Insured** is instructing the Student Client.
7. The cover starts from the date of registration of the Student Client in the MYDAN section on [www.daneurope.org](http://www.daneurope.org), and terminates on the date of successful completion of the course or after 90 days from the date of registration, whichever comes first.

### 3 HOW TO MAKE A CLAIM (APPLICABLE TO SECTION 5 ONLY)

If there are any circumstances that may give rise to a claim under this insurance policy, the **Insured** (or his/her legal or personal representatives) must in respect of any claim:

1. Contact **Our** claims office as soon as practicable but within 14 working days of such circumstances, 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](mailto:claims@idassure.eu)

2. Give brief details of such circumstances and request a claim form.
3. When contacting **Our** claims office please quote the DAN membership number or the insurance policy number stated on **Your Policy Schedule** indicating that the injured party is **Your** Student Client.
4. Complete and return the claim form together with all receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**.

Medical Expenses Claims – the **Insurer** via its **24/7 Emergency Operating Centre** MUST BE NOTIFIED PRIOR TO the Student Client being admitted as an inpatient at any hospital, clinic or nursing home.

FOR ASSISTANCE TELEPHONE THE **24/7 EMERGENCY OPERATING CENTRE**.