



CLUB MEMBER INSURANCE

ida
insurance ltd.



PADI[®]

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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.

The **Insurer** will insure **You** for **Your** Civil and Legal Liability for claims made against **You** by third parties or clients arising out of the **Dive Club Services You** provide and which are insured by **Us**.

In the provision of these **Dive Club Services** provided by **You**, or by diving professionals employed by **You** or under **Your** direction, **We** will cover **You** for such claims so long as the diving professional involved in the **Accident** has been declared to **Us** and entered under **Your** policy.

You should, therefore, ensure that any such individual is included under **Your** policy by entering the full details of this person in the relevant area of **Your** MyDAN space by adding a new user within the Insurance tab. **You** should also deactivate individuals who are no longer under **Your** employ or direction.

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

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

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 **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

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.

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) 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

This insurance policy is underwritten by International IDA Insurance Limited, an insurance undertaking incorporated in Malta at DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex XBX1431 (C36602) and authorised by the Malta Financial Services Authority to carry on the business of insurance in terms of the Insurance Business Act 1998.

This insurance policy is distributed by IDA Insurance Limited, the Administrator, an insurance intermediary incorporated in Malta and authorised by the Malta Financial Services Authority to carry on insurance intermediary activities on behalf of International Diving Insurance Limited.

International IDA Insurance Limited made a valid notification to the Prudential Regulation Authority ('PRA') in the UK, to continue carrying out business in the UK, under the Temporary Permission Regime (TPR).

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.
3. **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 diver within twelve months from the date of the **Accident**.
4. **Country of Operation**
Means the country provided by **You** as the location of **Your Dive Club** when applying for this Insurance; accepted by us and appearing on the **Policy Schedule**.
5. **Country of Residence/Registration**
Means **Your Country** of permanent **Residence** (or for **Insured** companies where the company operating the **Dive Club/Dive Centre** is registered), provided by **You** when applying for this insurance policy.
6. **Dive Boat**
A waterborne vessel not exceeding fifteen (15) metres in length which is propelled by mechanical means for the purpose of conveying recreational or professional divers and their equipment to dive sites which they could not conveniently reach from the shore.
7. **Dive Centre**
Means the premises owned and/or rented/leased by **You** and under **Your** care and custody at the address specified in the **Policy Schedule** attached to this Insurance Policy.
8. **Dive Club**
Means a Person, Company, Organisation or Association of any type providing **Dive Club Services** to persons planning to or participating in **Diving Activities**.
9. **Dive Club Services**
Means the provision of advice and instruction in **Diving Activities** including all organising, supervising, training, escorting and guiding services provided by diving instructors, assistant instructors and underwater guides.
10. **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.
11. **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.

12. **Endorsement**
Means any alteration made to the Insurance Policy which has been agreed by **Us** in writing.
13. **Excess**
Means the amount of money that the **Insured** will pay towards a claim as stated in the **Policy Schedule**.
14. **Freediving**
Means breath-holding **Diving Activity** without the use of breathing apparatus.
15. **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.
16. **Insured/You/Your**
Means each person or company stated in the **Policy Schedule** as being insured.
17. **Insurer/We/Our/Us**
Means IDA Insurance Limited, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta.
18. **Period of Insurance**
Means the **Period of Insurance** stated in the **Policy Schedule**.
19. **Policy Schedule**
Means the document providing **You** with written confirmation of cover for the **Period of Insurance**.
20. **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.
21. **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.
22. **Snorkelling**
Means in-water activity with the use of a mask, snorkel and fins.
23. **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.
24. **Policyholder**
Means PADI EMEA

25. **Territory/Territories**

Means the DAN Europe countries. A list of the DAN Europe countries can be found on www.daneurope.org

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

Words in the masculine gender shall include the feminine.

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, whether a staff member or client, unless a medical report with "Fit-to-Dive" certification by a Diving Medical Specialist for the **Diving Activities** intended to be undertaken is submitted to **Insurer** who, after consultation with their medical officers may accept that the person is fit for **Diving Activities**.
 - b. Claim arising as a result of the **Insured** carrying on business as a Tour Operator, Travel Agent or Destination Management Company.
 - c. Loss, damage, **Bodily Injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured** or breach of any law or enactment by the **Insured** or arising out of the **Insured's Gross Negligence**.
 - d. **Excess** shown in the **Policy Schedule**.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action, or to address ongoing Terrorist Action.
 - j. Loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices, travelling at sonic or supersonic speeds.
 - k. 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.
2. Loss or destruction of or damage to any property or **Bodily Injury** anywhere in the world or loss resulting therefrom caused by or happening through or in consequence of:
 - a. Civil commotion.
 - b. Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association as defined by the national legislation on **Terrorism** in the **Country of Operation** of the **Insured**.

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 agree to provide any **Dive Club Services** 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 **Country of Operation** is in EU/EEA, in which case the applicable law shall be that of **Your** declared **Country of Operation** at the time of taking out the policy and/or unless otherwise expressly provided by mandatory law.

7. 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**.

8. Other Insurance or Indemnities

This insurance policy is a secondary insurance policy. Any other insurance policy that you also hold covering the same risk is considered 'Primary Insurance'.

1. 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.

9. 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.

10. 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: LEGAL EXPENSES

1 DEFINITIONS APPLICABLE TO SECTION 1 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 out of **Diving Activities** whilst the **Insured** is performing **Dive Club Services** 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 1 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 Deep Vein Thrombosis or its symptoms that result from an **Insured** travelling by air.
19. 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.
20. 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 1 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** whilst providing **Dive Club Services**.
 - 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** whilst providing **Dive Club Services** 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 Malta.

SECTION 2: THIRD PARTY LIABILITY

1 COVERAGE

1. The **Insurer** hereby agrees to indemnify the **Insured** against all sums that the **Insured** shall become civilly or legally liable to pay as a result of accidental **Bodily Injury** or damage to property, occurring whilst providing **Dive Club Services** in **Your Country of Operation** or elsewhere in the world, up to the Limit of Indemnity on the **Policy Schedule**.
2. **We** will also indemnify **You** for liability in the terms of this insurance policy in respect of legal liability for injury or damage arising out of the use of any breathing gas compressor or other diving equipment which **You** are certified or competent to use and is being rented or used in the course of providing **Dive Club Services** or as otherwise agreed by the **Insurer**.
3. The indemnity provided by this Section of the Insurance Policy is extended to include liability:
 - a. Of any person or firm arising out of the performance of a contract with the **Insured** the primary purpose of which is the provision of labour only; whether an employee, apprentice or person undertaking study or work experience.
 - b. Any self-employed person working for and under the control of the **Insured** including voluntary workers or volunteers whilst working on behalf of the **Insured** in connection with the **Dive Club Services**.
 - c. Of directors and/or officials of the Insured in their private capacity arising from work undertaken for them by employees of the **Insured**.
 - d. Of any Concessionaire as if that Concessionaire is named as an additional assured.
 - e. Caused by or arising from any instruction or advice or lack of advice given by, or on behalf of the **Insured** in the course of providing the **Dive Club Services**.
4. Premises Liability.

If the **Policy Schedule** indicates "Premises Liability" as included under the "Extensions of Cover" section, then this Insurance Policy also includes **Your** legal liability as owner and/or operator of the **Dive Centre** property specified in the **Policy Schedule** as the "Operative Location". Such legal liability is for accidental **Bodily Injury** of any third party person and/or for accidental loss of, or damage to, third party material property.

Provided that:

- a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing insurance and that coverage is always subject to the terms, coverage, exclusions and conditions contained herein.
 - b. The trade, operating and employment licenses of **Your Country of Operation** and/or where **You** operate professionally are complied with and observed.
 - c. This indemnity shall not include any judgement or order made by a court by way of recognition or enforcement (whether by action or otherwise) of a judgement given previously by a court in a territory not covered by this Insurance Policy.
 - 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**.
 - e. In respect of injury by lifting of heavy equipment, **Your** clients are given proper lifting instructions by **You** or **Your** employees who are properly trained in such lifting of heavy equipment.
 - f. All slippery and/or wet surfaces are rendered safe by means of non-slip material.
5. Operating Dive Boats.

If the **Policy Schedule** indicates "**Dive Boat** cover" as included under the "Extensions of Cover" section, then the **Insurer** will indemnify the **Insured** in respect of liability for accidental **Bodily Injury** of any third party person and/or for accidental loss of, or damage to diving equipment belonging to a third party arising out of, or from, the use of a **Dive Boat** not exceeding fifteen (15) meters in length owned or operated by the **Insured** in connection with the **Insured's** provision of **Dive Club Services**, on the condition that the **Insured** has no other available insurance policy in place covering the loss.

Provided that:

- a. The person operating the **Dive Boat** has the appropriate licence or qualifications to do so.
- b. The **Dive Boat** is operated within the territorial waters of **Your Country of Operation**.
- c. The **Dive Boat** is seaworthy and only used for the purpose for which it was intended with the appropriate number of people on board.
- d. Any claim is subject to the **Excess** and Limit of Indemnity shown in the **Policy Schedule**.

This extension excludes and shall not cover liability caused by, or arising directly or indirectly from:

- a. Any pollution from any **Dive Boat**.
- b. The breach of any regulation or law requiring the **Insured** to maintain compulsory insurance.

2 MEMORANDUM APPLICABLE TO SECTION 2 ONLY

The **Insurer** will also pay, in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Insurance Policy any legal expenses incurred in the European Union or European Economic Area or any other country specified in the **Policy Schedule** with their consent for:

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

3 EXCLUSIONS APPLICABLE TO SECTION 2 ONLY

The insurance under this Section does not cover liability for:

1. **Bodily Injury** or disease caused to any person arising out of, and in the course of, his/her employment by the **Insured** or to any person arising out of, and in the course of, his/her employment or participation in the performance of a contract with the Insured, the primary purpose of which is the provision of labour only.
2. **Bodily Injury** or disease arising out of breathing apparatus which has been modified without the authorisation of the manufacturer.
3. **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.
4. Loss of or Damage to Property owned by the Insured or in the **Insured's** care, custody or control, other than:
 - a. Employees' property.
 - b. Premises not owned or rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon.
5. **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 unless the **Policy Schedule** specifies "**Dive Boat**" cover as included under the "Extensions of Cover" section.
6. **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**.
7. 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.
8. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
9. Fines, penalties, punitive or exemplary damages.
10. Any commercial or professional activity carried out by the **Insured** other than the provision of **Dive Club Services** as defined by the Policy.
11. For Intentional exposure of **Your** clients or students to gas partial pressures greater than 1,6ATA oxygen and 5,6ATA nitrogen unless in respect of dives using oxygen the above limits are exceeded to maximize decompression safety.

12. Any claim made, or action instituted in the first instance, within all jurisdictions of the United States of America or Canada, nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise.
13. Premises Liability - for **Your** legal liability as owner and/or operator of any premises for accidental **Bodily Injury** of any third-party person and/or accidental loss of or damage to third party material property. This exclusion does not apply if the **Policy Schedule** specifies "Premises Liability" cover as included under the "Extensions of Cover" section, in which case any cover granted is subject to the conditions and limitations of Clause 4 of the Coverage Section above.

4 CONDITIONS APPLICABLE TO SECTION 2 ONLY

1. **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.
2. **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.
3. **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**.
4. **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**.
5. **INDEMNITY TO CONCESSIONAIRES CLAUSE** – It is hereby declared and agreed that Concessionaires as defined below are deemed to be considered as co-assured under this Insurance Policy. Where liability for any **Diving Activities** attaches to any Concessionaire, the said Concessionaire remains subject to the terms, exclusions and conditions of this Insurance Policy. Coverage under this clause applies only insofar that the legal liability was in the first instance the responsibility of the **Insured**. For the purposes of this clause, Concessionaire means an individual, Company or Association permitting **You** to operate from the Concessionaire's hotel, holiday village, tourist facility, cruise ships, liveboards or other leisure business premises, not domiciled in the USA or Canada.
6. **LANDLORD'S LIABILITY** – It is hereby declared and agreed that the owners of waterways, reservoirs, swimming pools or other premises used to organise a **Diving Activity** are deemed insured up to the insurance policy limit of liability including the legal liability of the **Insured** for loss or damage to such owners' property provided that these premises are temporarily occupied by and not owned or rented by the **Insured** for the purposes of **Diving Activity**.
7. **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.
8. **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.

9. **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.
10. **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.
11. **Insurer's rights in the event of a claim**
- 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** may at any time pay to the **Insured** in connection with any claim or series of claims under Section 2 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such. 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 3: DIVING RISK FOR TRY DIVE CLIENTS

APPLICABLE ONLY IF TRY DIVE COVER EXTENSION IS NOTED IN THE **POLICY SCHEDULE**.

1. For the purposes of this clause the definition of **Diving Activity** is restricted to Recreational Try Dives (or similarly limited trial dives) up to a maximum depth equivalent to that allowed by **Your** teaching organisation but in any case not exceeding 15m.
2. Furthermore, Try Dive Client shall mean the client of the **Insured Dive Centre** undertaking a **Diving Activity** as defined above.

1 COVERAGE

Your Try Dive 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 3 ONLY

1. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the Try Dive 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 Try Dive Client must as early as possible place himself under the care of a duly qualified medical practitioner.
3. The **Insurer's** liability to pay compensation to the Try Dive Client or his representatives is on condition 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 Try Dive Client.
4. Any fraud, misstatement, or concealment by an **Insured** or the Try Dive 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 Try Dive Client in question.
5. If at the time of an occurrence insured above the Try Dive 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.

SECTION 4: DIVING RISK FOR STUDENT CLIENTS

APPLICABLE ONLY IN RESPECT OF STUDENT DECLARED ONLINE VIA THE MYDAN SECTION ON www.daneurope.org AND ONLY UP TO THE MAXIMUM AMOUNT OF STUDENTS 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 Dive Centre** 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 4 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.
3. The **Insurer's** liability to pay compensation to the Student Client or his representatives is on condition 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 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.
 - c. The **Accident** occurs whilst the **Insured** is supplying **Dive Club Services** to the Student Client.
7. The cover starts from the date of registration of the Student Client in the MYDAN section on 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 3&4)

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

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 the **Policy Schedule** indicating that the injured party is **Your** Try Dive or 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 Try Dive or Student Client being admitted as an inpatient at any hospital, clinic or nursing home.

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