



DIVE ASSIST GROUP SIA MEMBERS AFFINITY GROUP SCUBAMEDIC DIVER ACCIDENT INSURANCE POLICY WORDING CSME011018

COVERAGE

The underwriting **Company** hereby agrees to indemnify the **Insured** who has been entered into a master policy covering Dive Assist Group SIA members or on behalf of the **Insured** subject to the **Definitions**, **Provisions** and **Exclusions** contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** leading to **Injury** sustained while the Insured is engaged in **Sports Diving**, and if the additional cover section is selected and the additional premium paid, cover is extended to non diving **Accidents** leading to **Injury** sustained during the period when the **Participating Dive Centre** is responsible for the Care Custody and Control of the **Insured**.

Coverage for Civil Liability

The underwriting **Company** will indemnify the **Insured** who has been entered into a master policy covering Dive Assist Group SIA members against all sums up to the limit for Liability shown in the Schedule of Benefits that the **Insured** shall become legally liable to pay to **Third Parties** in excess of the first £250 GBP of each and every claim as a result of the **Insured** causing an **Accident** leading to an **Injury** to **Third Parties** or an **Accident** leading to damage to **Third Parties** property during the period of this insurance for the risks insured and subject to the **Definitions**, **Provisions** and **Exclusions** stated herein.

DEFINITIONS

- 1. **Insured** means Dive Assist Group SIA and its membership for the time being enrolled in the master policy and having paid the appropriate membership fee for Scubamedic category of membership is covered by the Dive Assist Group SIA master policy and any schedules attaching.
- 2. Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 3. Authoritative Diving Bodies means recognised national controlling organisations, or organisations affiliated to R.S.T.C. or C.M.A.S. who provide guidelines and recommendations to their membership for safe diving practices.
- 4. Injury means bodily 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, causing the death or disablement of the Insured within twelve months of the date of the accident.
- Claims Administrator means the designated claims administrator Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL, Telephone: 01623 683 585, Email: claims@ias-health.co.uk
- 6. Assistance Company means the agent (Mayday Assistance) of the underwriting Company authorised to assist the Insured as a result of a Sports Diving Accident
- 7. Company shall mean Compensa Vienna Insurance Group ADB Latvia branch
- 8. Medical Expenses means emergency medical expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and emergency medical transportation at the time of the Accident/Injury or within 60 days of the accident.
- Sports Diving means recreational snorkelling, recreational breath hold Free Diving and Apnoea spearfishing without the use of Scuba, recreational diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either SCUBA or surface supply diving and until the Insured stops using and removes said equipment.
- 10. **Permanent Total Disability** means disability which entirely prevents the **Insured** from attending to any business or occupation of any and every kind to which the **Insured** is suited by way of training or education and lasts 365 days and at the expiration of that period is beyond hope of improvement
- 11. Search and Rescue means activities authorized and instigated by or on behalf of the local Coast Guard, Police or other National or International emergency service responsible for safety at sea to rescue or save the **Insured**. In the case of death this section includes the costs to repatriate the insured's mortal remains.
- 12. Reasonable Transportation Costs and Accommodation Expenses means:
 - i. the costs to return the Insured to their Ordinary Place of Residence. This cover extends to the Insured's immediate family (partner and children) and/or travelling companion if the Insured was accompanied by them at the time of the accident/injury if these costs are not covered by a more specific policy and have been agreed by the Claims Administrator.
 - ii. post treatment Hotel or Accommodation costs when these are incurred due to medical advice not to travel or fly subsequent to a diving accident/injury if these costs are not covered by a more specific policy.
 - iii. costs associated with travelling to and from a hospital or clinic more than 30 miles from your normal place of residence to obtain medical opinion or ongoing treatment after a diving accident or injury incurred under this policy.
- 13. Participating Dive Centre means Dive Schools or Dive Centres that have been enrolled as trade members in the Dive Assist affinity group website and able to register Dive Assist members through Dive Assist Trade Log In.
- 14. Third Parties means anyone who is not an immediate relative (up to and including first cousins) your lifestyle partner/partners, your friends, your companions or your associates and/or people you are traveling with.

Provided always that:

Civil Liability

- The Sports Diving is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the Authoritative Diving Bodies or under training approved by the Authoritative Diving Bodies, however:
 - We accept that being a certified recreational diver does not necessarily make you qualified for all challenging dives. The SCUBA Diving Certifying Associations (Authoritative Diving Bodies) recommend that you increase your diving depths and experience by gradual progression and log them as proof of your experience.
 - ii) Conversely we accept that there will be many recreational SCUBA divers who are qualified to dive certain challenging dives by way of logged experience but may not be certified to engage in these challenging dives.
 - iii) In all claims situations attaching to this policy we will consider both your diver certifications and your logged dive experience before coming to a decision.

IMPORTANT NOTE: This provision is subject to PROVISION 6 and EXCLUSION 12, all other policy conditions remain unaltered.

- No costs shall be incurred or payments made without the consent of the underwriting Company or its designated Claims Administrator. This provision may be waived when emergency care needs to be administered at one of the treatment centres noted in the accompanying "SCUBAMEDIC International Treatment Advice".
- 3. The total sum payable in respect of any one Accident shall not exceed the aggregate sum of £50,000.00.
- 4. Payments shall only be made under the sections of the Schedule of Benefits if:
 - i) Under section 6.1 death occurs within 365 days of the date of the Accident.
 - ii) Under section 6.II and 6.III Loss of Limbs occurs within 365 days of the date of the Accident.
 - iii) Under section 6.IV the Insured suffers Permanent Total Disability within 365 days of the date of the Accident.
- 5. The **Insured** is under the age of 70, unless specifically accepted by us following medical examination to confirm fitness to dive.
- 6. In the event of a loss or Injury in one of the territories outlined in the accompanying "SCUBAMEDIC International Treatment Advice" The Insured must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to underwriters prior approval.
- 7. If you suffer a **Sports Diving Accident** during the period of insurance, you must obtain written confirmation that you have been deemed as fit to dive from an approved diving medical physician following your **Accident**, before coverage may be reinstated under the SCUBAMEDIC policy.
- 8. The Insured does not admit to any civil liability claim they become aware may be made against them but agrees to immediately pass on any notification of intent to claim against them be it either verbally or by letter/fax, or service of suit, or by electronic correspondence that must remain unanswered at the time it is conveyed to the Claims Administrator by the Insured.
- 9. It is a condition precedent to cover that in the event of a loss the Insured will cooperate in providing medical records or any other information required to validate a claim to Insurers or Insurers appointed medical experts.
- 10. Coverage for residents of the USA and Canada is limited to accidents and costs arising outside of the USA and Canada.

Failure to comply with these provisions may invalidate your claim

SCHEDULE OF BENEFITS

The underwriting **Company** will pay up to the limits set against each section. However, the maximum recoverable amount under this policy in the aggregate shall not exceed £50,000.00.

1.	Medical Expenses	£50,000.00
2.	Hyperbaric Treatment Costs	£50,000.00
3.	Emergency Air Evacuation/Repatriation (at the option of the Company)	£20,000.00
4.	Search & Rescue	£20,000.00
5.	Reasonable Transportation Costs & Accommodation Expenses	£3,000.00
6. Personal Accident Coverage: If during the coverage period the Insured sustains Injury/death due to a Sports Diving Accident, the following benefits will apply:		
	 i) Death ii) Loss of one limb Loss of one eye iii) Loss of two limbs Two eyes or one of each 	£5,000.00 £ 1,000.00 £ 1,000.00 £5,000.00 £5,000.00
	iv) Permanent Total Disability	£5,000.00

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TERRITORIAL LIMITS

£50,000.00

Worldwide- (Maximum stay in USA & Canada limited to 30 days any one policy period)

EXCLUSIONS

The insurance does not provide coverage for any Accident / Injury resulting directly or indirectly from:

- 1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2. Radioactive contamination of any nature.
- 3. The discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
- 4. Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.
- 5. Willfully self-inflicted injury or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured's Sports Diving** Activities) and/or any self exposure to unnecessary risk (unless in an attempt to save human life).
- 6. Any pre-existing health condition which the insured was undergoing, suffering from, recovering from or awaiting treatment for prior to Sports Diving.
- 7. Sports Diving against medical advice.
- 8. Any mental or psychological disorder of any nature and the consequence of a covered Accident leading to mental or psychological disorder.
- 9. Any Civil law suit brought against the Insured in the USA and Canada, their territories and possessions are excluded.
- 10. Any fraudulent, dishonest or criminal act the Insured or person(s) with whom the Insured is in collusion.
- 11. Any Injury/Accident not reported to the Claims Administrator or Assistance Company within 31 days of the occurrence which may give rise to a claim under this insurance.
- 12. Any and all Injury sustained while using a speargun or similar device when used in conjunction with an aqualung.
- 13. Any freediving competition or national or international record attempts unless specifically agreed by the Underwriters in writing.
- 14. Subject always to your Authoritative Diving Bodies recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes diving:
 - i) that is not carried out in accordance with the guidelines and recommendations for safe **Sports Diving** practices as established by the **Authoritative Diving Bodies**
 - ii) over 130 metres in sea water unless Underwriters agreement is obtained after a written submission
 - iii) without the correct diver certification and/or lack of provable experience by way of your logged dive records.

IMPORTANT NOTE: This Exclusion will not apply in an attempt to save human life & accidental breach due to faulty equipment or provable experience by way of your logged dive records.

- 15. Any and all claims notified or made after 30 days from the end of the insured period are excluded.
- 16. Claims for unauthorised Search and Rescue costs.
- 17. Any Civil Liability claim as a result of engaging in professional teaching or supervision of Recreational Diving, any death, injury of your employees, any damage to property owned by or in the care custody or control of your employees and any loss of or damage to property which belongs to your family, belongs to you household or was in their care custody or control at the time they were lost or damaged are excluded.
- 18. This insurance excludes any Accident that leads to broken bones or damage to the bones, teeth, braces or palate, broken vertebrae, damage to ligaments, tendons and muscles unless the Accident occurs in an unexpected and fortuitous way whilst performing the Insured activity with a licensed dive school. The maximum sum recoverable is €3000.
- 19. All claims incurred whilst out of the water unless verified by a licensed dive school within 7 days of the incident are excluded
- 20. Illness, sickness or disease not directly identifiable as a result of a diving Accident are excluded.
- 21. Medical Expenses incurred in a territory outlined in the "SCUBAMEDIC International Treatment Advice" at any medical facility not listed without the Company's prior approval are excluded.
- 22. Excluding claims made by residents of the USA and Canadian for accidents and costs arising in the USA and Canada.
- 23. Myocardial infarctions (Heart attacks), brain hemorrhage, strokes and arterial occlusions of any kind.

Neither the **Assistance Company** nor Compensa Vienna Insurance Group ADB Latvia branch are responsible for the availability, quantity, quality or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical services.

CANCELLATION

Insurers give you a Cooling Off Period of 14 days from the time you receive the policy. If the policy and schedule does not provide you with the protection that you want and you do not want to continue with the insurance you may cancel the policy within this period and obtain a full refund, provided that the period of insurance has not commenced. Cancellations made after the Cooling Off Period has ended and after the policy has commenced will be calculated at pro rata but subject to a maximum return of premium of 50%, and provided that no claims have been made or are pending. Only policies with periods of insurance in excess of 31 days can be cancelled after the Cooling Off period. The Underwriters hold the right to cancel this Insurance at any time within the Period of Insurance by giving written notice. It is agreed that the insurer shall not give less than fifteen (15) days prior notice of cancellation to the Insured. This Insurance will then be cancelled on the basis of a pro-rata refund provided there is no claim paid or outstanding, in which case no refund will be offered.

SUBROGATION & NON CONTRIBUTION CLAUSE

The underwriting Company has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. Where another policy covering the same claim is in force this policy shall apply only in excess of any amount paid under such other insurance. This policy will not contribute to any claims that would or have been declined under the terms of this policy or any endorsements, conditions or exclusions issued to the Insured with this policy.

JURISDICTION

For the purposes of policy disputes between the Insured master policy holder and the insurers is Latvia. It is noted and agreed that law & jurisdiction for claims shall be noted as the territory in which the insured member resides, excluding USA, Canada and their territories or possessions.

DATA PROTECTION

The Policy holder shall agree that the Insurer as a system manager and operator of personal data processes the Policy holder's personal data (including specific categories of data and personal identification (classification) codes) with an aim to ensure fulfilment of the Insurance agreement or provide information to the Policy holder about services rendered by the Insurer and its cooperation partners and/or transfer them for processing to the third person with an aim to ensure fulfilment of the Insurance agreement or provide the Insurer's defined information about its services to the Policy holder.

The Insurer shall not disclose information about the Policy holder and Insured to the third persons, except for the cases stipulated in laws and regulations of the Republic of Latvia. However the Insurer, for provision of efficiency of its commercial activity, shall be entitled to exchange information with other Insurers about the Insured and Policy holder.

WHAT TO DO IN THE EVENT OF A DIVING ACCIDENT

The Insured Persons should use the services of the following named assistance company to the full for all emergency matters, medical emergency matters, inpatient hospital treatment and evacuation/repatriation. The assistance company will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company:

Mayday Assistance (Mayday)

Tel: +44 (0)208 050 1991

Email: operations@maydayassistance.com

Mayday Assistance may be contacted at any time, should the Insured Person require advice or assistance regarding all emergency matters.

In the event of an Insured Person requiring in-patient hospital treatment and/or evacuation/repatriation, it is imperative that Mayday are contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Mayday must be informed that this Contract covers the person concerned and the following details must be provided:

•The Insured Person's name

•The Insured Person's location

•The Insured Person's details (including passport/visa etc).

•The Policy number

•ID reference number "DAScubamedic"

•The name and phone number of the doctor and hospital treating the Insured Person (if applicable)

•Any additional people (outside of normal protocol) that should be updated throughout the case

•Nature of the incident

•The desired end state (what you want Mayday to do)

•Any other pertinent information on the incident that may affect Mayday's response

Failure to contact Mayday and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The Insured Person should not attempt to find their own solution and then expect full reimbursement from the Underwriters without prior approval first having been obtained from Mayday Assistance.

In the event that cover cannot be established at the outset of an emergency it is agreed that the first named insured will guarantee payment until such time that cover can be accepted by insurers

NOTICE TO PHYSICIANS AND HOSPITALS

Please contact Mayday Assistance (Mayday) immediately for benefits verification and procedures. Call 24 hours a day on +44 (0)208 050 1991

COMPLAINTS

Any complaint you may have regarding your policy may be addressed to Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, United Kingdom. Dive Master Insurance Consultants Ltd will try to resolve your complaint.

Complaints of the Policy holder or Insured person submitted in written, shall be examined by the Insurer providing a written answer in 20 days as of receiving the claim or complaint.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to:

Ombudsman of the Association of Latvian Insurers Lomonosova iela 9-10, Riga, LV-1019 E-mail: office@laa.lv Web-site: www.laa.lv Local phone number: (+371) 67360898

Dive Master Insurance SCUBAMEDIC International Treatment Advice



IMPORTANT NOTE: This advice forms part of your policy wording. See Provisions 2 & 6 and "WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT"

EGYPT RED

Sharm International Hospital Sharm El Sheikh South Sinai (+2) 069 366 0318 (phone) Emergency (+2) 010 512 3964 Hyperbaric Medical Center Travco Marina Old Town Sharm El Sheikh (+20) 12 212 42 92 (phone) / +20 (69) 661 011 (fax) hyper_med_center@sinainet.com.eg

Marsa Alam Baromedical Marsa Shagra Marsa Alam (+2) 012 436 2222 (phone)

Emergency (+2) 012 243 3116

Hyperbaric Medical Center – Dahab

Next to Dahabeya Hotel P.O.Box 61 Dahab +20 693 640 536 (phone) dahabchamber@sinainet.com.eg Hotline numbers: +20 101 433 325 +20 123 331 325

Naval Hyperbaric Medical Center (NHMC) El Corniche Rd Sekala Hurghada (+2) 065 3449 151 (phone) Emergency (+2) 065 3449 150

Hypermed

Located in front of Hurghada Airport Korniche Road (Nr. Arabia Resort) Hurghada (+2) 012 218 7550 (phone) Emergency (+2) 010 218 7550

Jordan

AQABA DIVING CHAMBER Princess Haya Hospital Aqaba Jordan +962 32014114 (phone)



Cancun, Riveiera Maya, Cozumel	<u>Merida</u>
Medica Hyperbarica	Clinica de Marida
Calle 6 entre avenidas 20 y 25 lote #10	Av. Itzaes No.242 Colonia Garcia Gineres
Playa Del Carmen	Merida
TEL: 984 803 5352	TEL: (999)9203913
Veracruz	<u>La Paz</u>
Clinica Hiperbarica Mejora	Club Cantamar
746 entre America y Catolica	Bahia de Pichilingue
TEL: 2020731	TEL: (612) 1252575
Acapulco	<u>Puerto Vallarta</u>
Camera Hiperbarica Villa Manuia	Autismo 2 Clinica Hiperbarica
CAMERA HIPERBARICA 76 COSTA AZUL	Peru 1068 Colonia 5 de Diciembre
ACUPULCO	Puerto Vallarta
TEL: (744) 484-0894	TEL: (322) 2232006



Famagusta General Hospital		
Christou Kkeli 25		
Paralimni		
Tel: + 357 23 2 00000		

Paphos General Hospital Anavargos Street Anavargos Paphos

Tel: +357 26 240200 / 803 100

Emergency Assistance and Making a Claim

If you require immediate medical assistance or you are hospitalised then please notify Mayday Assistance (Mayday) as soon as possible. Assistance coordinators are multi-lingual and are available 24 Hours daily. The Emergency telephone number is +44 (0)208 050 1991

When calling Mayday please state: Your Name, I.D reference number (DASCUBAMEDIC) policy number and a brief description of the incident.

Alternative facilities may also be used but are subject to prior approval of the Company. Medical Expenses incurred without the Company's prior approval are excluded.