



Dive Assist Diving Accident Membership Policy Wording

Dive Assist Dive Accident Policy Wording

The **Insurer** hereby agrees to indemnify the **Insured Member** who has been entered into a master policy covering Dive Assist Group SIA members or on behalf of the **Insured Member** subject to the terms, Conditions and Exclusions contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** leading to **Injury** sustained while the **Insured Member** is engaged in **Recreational Diving**.

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Important Information

Broker

The broker for Spain for this insurance policy is:

Juan Antonio Loredó (Consultores Segursub S.L), insurance broker with domicile in Av. Comte de Sallent, 29. Entresuelo D. ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA. He is duly authorised before the Administrative Registry of Insurance Intermediaries of the General Insurance and Pension Funds Directorate in Spain under code F2339, holder of PI insurance and has the legal financial capacity as required.

Tel: +34 971 69 55 92 Fax: +34 971 69 52 45

Email: comercial@segursub.com

In all other territories please contact the **Administrator** Dive Master Insurance Consultants

Telephone +44 (0) 1702 476 902

Email: sales@divemasterinsurance.com

Insurer

Compensa Vienna Insurance Group ADB Latvia branch, Vienibas gatve 87h, Riga, Latvia, LV-1004.

Under the supervision and control of the General Insurance and Pension Funds Directorate in Spain and duly authorised before the registry of insurers and Reinsurers of the General Insurance and Pension Funds Directorate in Spain under code L1174.

In addition, it is under the supervision and control of the Financial and Capital Market Commission in Latvia.

This policy attaches to the master policy issued to Dive Assist Group SIA and its members as declared and is between the **Insured** and the **Insurer**. This document, together with its Insurance Coverage and any attached endorsements is the policy which sets out this insurance. It is a legal contract so please read all of it carefully.

Coverage

This policy is designed to cover the **Insured Member**, subject to the terms, conditions and exclusions contained herein, for **Accidents** sustained while the **Insured Member** is participating in **Recreational Diving** and spearfishing without the use of Scuba. Coverage for residents of the USA, Canada and their territories or possessions is limited to **Accidents** and costs arising outside of the USA, Canada and their territories or possessions.

This Dive Assist Diving Accident Membership policy wording sets out what is covered, what is not covered, the conditions **You** need to comply with and is the basis on which claims will be settled.

Dive Assist Diving Accident Membership certificate and any endorsements are all part of the policy.

This policy is a legal contract of insurance between **You** and **Us**.

We provide this insurance in return for the premium **You** have agreed to pay.

- It is important that **You**:
- read and review any information provided (including any Statement of Fact, if applicable) to ensure it is accurate and correct
- If **You** don't give **Us** correct information, or if **You** don't tell **Us** about any changes:
 - **Your** policy may be invalidated
 - **We** may reject **Your** claim
 - **We** may not pay **Your** claim in full

- check that **Your** policy, the sections, benefit levels, sums insured meet **Your** requirements
- return this policy to the **Administrator** if any amendment is required
- comply with **Your** duties under this policy as a whole.

Alterations in the cover required after the policy is issued will be confirmed by a separate endorsement and /or certificate. **You** should keep these with **Your** policy document safe in case **You** need to refer to them. **Our** liability shall not exceed the benefit levels or sums insured stated in the policy or as amended by endorsement.

This is not a private medical, general health or medical maintenance policy.

THIS IS NOT a private medical insurance policy and only gives cover during a diving activity. There is no cover for medical expenses where the **Insured Member** elects to receive private treatment without prior written authorisation from **Us**. **We** will only pay for private treatment if there is no appropriate reciprocal health agreement in existence and no public service is available, or the most medically appropriate service is only available at a private medical facility.

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.

Conformity

In the policy wording, the Dive Assist Diving Accident Membership certificate and any endorsements, words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also include all its amendments, replacements, orders or regulations. Some words are in **bold** type – these are defined words and have a special meaning which can be found in the General Definitions.

Information You Give Us

You must take care, when answering any questions **We** ask, to ensure that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims. However, if **We** establish that, unknown to **You**, an **Insured Member** deliberately or recklessly provided false or misleading information **We** shall treat this insurance, in so far as it relates to the **Insured Member** concerned, as if it had never existed and decline all claims relating to such **Insured Member**.

Any **Insured Member** must take care when answering any questions **We** ask to ensure that all information provided is accurate and complete. If any of the information any **Insured Member** provide in relation to this Dive Assist Membership proves to be inaccurate or incomplete it could adversely affect this policy or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided **We** may for example:

- treat this Dive Assist Diving Accident Membership as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered
- amend the terms of this insured membership. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness
- charge **You** more for this insured membership or reduce the amount **We** pay on a claim in the proportion the premium **you** have paid bears to the premium **We** would have charged or
- cancel the policy in accordance with **Our** Cancellation rights below.

We or **Your** insurance advisor will write to **You** if **We**:

- intend to treat **Your** insured membership as if it never existed or
- need to amend the terms of **Your** membership or
- require **You** to pay more for **Your** membership.
- If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the **Administrator** as soon as practicable.

Pre-existing medical conditions

You will not be covered for any claims arising from any pre-existing medical condition or any medical condition which **Your authoritative diving body** states in their fitness to dive questionnaire may be a contraindication to diving UNLESS cover has been agreed in writing by the **Insurer**.

Change in Health/New medical condition being diagnosed

Your policy is provided on the basis that **You** meet the fitness to dive requirements of **Your** certifying Scuba Diving or Freediving Association.

If **You** have any medical or fitness conditions that have manifested since certifying as a diver, these should be disclosed to **Your** Scuba Diving or Freediving Association and **Your** own medical/fitness advisor for review and agreement before continuing to dive. Failure to maintain **Your** Association's fitness to dive criteria or diving whilst **You** do not meet them may invalidate any subsequent claim **You** have. If **You** suffer a **Recreational Diving Accident** during the **Period of Insured Membership** **Your** injuries must be fully resolved and **You** must be **medically fit to dive** at the time of recommencement of further diving.

Cancellation of the policy and cooling-off period

Cancellation of insured membership by the **Insured Member** is only available prior to inception of cover. If **You** notify the **Administrator** prior to the inception date **You** will receive a full premium refund and the insured membership will be treated as though it had never existed.

In Spain to obtain a refund please contact **Juan Antonio Loredo** who arranged the insurance for **You**:

Consultores Segursub SL

Av. Comte de Sallent, 29. Entresuelo D.

ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA

In all other territories please contact the **Administrator** Dive Master Insurance Consultants.:

Dive Master Insurance Consultants,

17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA, UK

Telephone 44+ (0) 1702 476 902

Email: sales@divemasterinsurance.com

Our Cancellation Rights

We can cancel this insurance by giving **You** sixty (60) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- non-cooperation or failure to supply any information or documentation **We** request

If this insurance is cancelled by **Us** then, provided a claim or the possibility of a claim has not been notified to **Us**, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

In the unlikely event that **We** cancel **Your** policy **We** will do so by notifying **You** and sending **You** a letter of cancellation to **Your** last known address or email address.

Complaints Procedure

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 the **Administrator**. For Spain please contact **Juan Antonio Loredo** who arranged the insurance for **You** in the first instance.

Consultores Segursub SL

Av. Comte de Sallent, 29. Entresuelo D.

ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA

In all other territories please contact the **Administrator** Dive Master Insurance Consultants:

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.

The **Administrator** will in turn notify the **Insurer**:

Compensa Vienna Insurance Group ADB Latvia Branch

Legal address: Vienibas gatve 87H, Riga, Latvia, LV-1004

Correspondence address for assistance of any question: Aspazijas bulvāris 20, Riga, LV-1050

Customer service telephone: (+371) 67558888

Customer service email address: info@compensa.lv

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

Similarly, **You** may direct **Your** claim or complaint in the first instance or, if not satisfied with the way in which **Your** complaint has been dealt with, to the:

La Directora General de Seguros de España en

Dirección General de Seguros y Fondos de Pensiones

Paseo de la Castellana, 44

28046 Madrid, España

Or

C/ Miguel Ángel 21 Planta 4ª

28010 Madrid, España

Tel: 902 19 11 11/ 952 24 99 82

Or to the relevant insurance supervisory state authority in **Your** country of residence.

In addition, any general issues can be addressed to the:

Ombudsman of the Association of Latvian Insurers

Lomonosova iela 9-10, Riga, LV-1019

E-mail: office@laa.lv

Web-site: www.laa.lv

Telephone: (+371) 67360898

24 Hour Emergency Assistance

For 24 hour Worldwide Emergency Assistance:

Mayday Assistance (**Assistance Company**)

Telephone +44 (0) 20 8050 1991 Email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference Dive Assist Diving Accident Membership and quote the membership reference ID on **Your** schedule of member benefits. **You** must contact the **Assistance Company** prior to:

- 1 **You** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Assistance Company** as soon as possible after **You** are admitted
- 2 any repatriation arrangements being made
- 3 burial or cremation or transportation of the **Insured Member's** body
- 4 any hospital transfer being arranged or return home costs incurred.

Once contacted and if **Your** claim is valid, an experienced assistance coordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

The **Assistance Company** can provide advice and assistance in many other circumstances. For example it can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if **You** go into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer **You** to an embassy, consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before **You** travel, for example:
 - which currencies and/or travellers cheques to take
 - banking hours
 - any visa entry requirements and permits required
 - inoculation requirements
 - the language spoken and the time zones in the countries being visited.

General Definitions

Wherever these words or phrases appear in **bold** type in this policy, they will have the following meanings.

Accident(s)

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Accidental Bodily Injury

Injury which is caused solely by Accidental means and which within 12 months from the date of such **Accident** and independently of illness or any other cause shall result in the death or disablement of the **Insured Member**

Administrator

Dive Master Insurance Consultants Limited, 17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA, UK

Telephone: +44 (0) 1702 476 902

Email: sales@divemasterinsurance.com

Assistance Company

Mayday Assistance, 2 Clifton Mews, Clifton Hill, Brighton BN1 3HR, UK

Telephone: +44 (0) 20 8050 1991 or

Email: operations@maydayassistance.com

Authoritative Diving Bodies

Recognised national and international controlling organisation or organisations affiliated to Recreational Scuba Training Council (RSTC) or Confédération Mondiale des Activités Subaquatiques (CMAS) or European Underwater Federation (EUF) who provide guidelines and recommendations to their membership for safe diving practice. Including but not limited to PADI, SSI, BSAC, VDST, FEDAS and NAUI. Additionally for the activity of Apnoea or freediving this would also include AIDA.

Claims Handler

Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL

Telephone: +44(0) 1623 683 585

Email: claims@ias-health.co.uk

Company/Insurers/We/Our/Us

Compensa Vienna Insurance Group ADB Latvia branch

Date of Issue

The date this **insured membership** was issued as stated in the Dive Assist Scuba Medic or IDEC Membership certificate.

Family

Up to two adults residing at the same address for at least last six (6) months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address at **Date of Issue**.

Geographical Limits

Sections 1-5 Worldwide:

- Maximum stay in USA, Canada and their territories or possessions limited to 30 days any one **Period of Insured Membership**

- For residents of the USA, Canada and their territories or possessions, cover only applies for **Accidents** and costs arising outside of the USA, Canada and their territories or possessions.

Section 6 Worldwide excluding USA, Canada and their territories or possessions

Injury

Bodily **Injury** which:

- is caused by an **Accident** and
- 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 Member** within twelve months of the date of the **Accident**.

Insured

Dive Assist Group SIA / DiveAssist.org PTE Ltd 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 SI/ DiveAssist.org PTE Ltd, master policy and any schedules attaching.

Insured Member(s)/You/Your

Each person stated in the Dive Assist Insured Membership certificate as being insured.

Medical Practitioner

Means a registered practicing member of the medical profession recognised by the law of the country where they are practicing who is not related to **You** or any person **You** are travelling with.

Medically Fit to Dive

Means:

- If **You** are learning to dive or are doing a dive in which **You** are being supervised or trained **You** must meet the medical fitness requirements to participate by:
 - completing the Medical Questionnaire recognised by the **Authoritative Diving Body** providing the tuition or supervision. If **You** have answered “Yes” to any of the questions asked in the Medical Questionnaire **You** must comply with the recommendations to seek additional medical confirmation that **You** are fit to dive from a doctor before the start of the **Recreational Diving** activities and/or
 - if otherwise required by local or national laws present a medical certificate stating **You** are physically fit to dive prior to the start of the **Recreational Diving** activities.
- If **You** are a Certified Recreational Diver not under training or supervision **You** must continue to meet the medical fitness requirements set by **Your Authoritative Diving Organisation** before participating in **Recreational Diving** or training. In order for coverage to be continuously valid it is **Your** duty at all times to meet these medical fitness requirements during all subsequent **Recreational Diving** activities.
- If **You** have any medical or fitness conditions that have manifested or change in health since certifying as a diver, **You** must disclose these to **Your** Scuba Diving or Freediving Association and **Your** own medical/fitness advisor for review and agreement before continuing to dive.
- Failure to maintain **Your** Association’s fitness to dive criteria or diving whilst **You** do not meet them may invalidate any subsequent claim **You** have with **Us**

Period of Insured Membership

The period stated on the Dive Assist **Insured Membership** certificate.

Place of Residence

Means the main address in the country where the **Insured Member** is registered as domiciled for taxation, medical care under their public/national health service

Recreational Diving

Recreational snorkelling, recreational breath hold Free Diving and Apnoea, Scientific and Archaeological or Film and Media diving in accordance with the Spanish Health and Safety Executive Approved Codes of Practice or similar legislation if declared and agreed, spearfishing without the use of Scuba; and recreational diving, rebreather diving and technical diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either Scuba or surface supply diving and until the **Insured Member** stops using and removes said equipment.

Insured Membership Contract

In consideration of **You** having paid the insured membership premium **We** agree to provide the insured membership in the manner and to the extent specified in this policy provided that:

- 1 **You** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, policy certificate or by additional endorsement(s)
- 2 **Our** liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein

General Conditions (applicable to all sections)

1 Recreational Diving

Recreational 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** and **You** are **Medically Fit to Dive** , 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.

A 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.

B 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: Condition 1 is subject to General Condition 3.D

2 Precautions

The **Insured Member** MUST:

- A** take all precautions to prevent anything happening which may give rise to a claim under this policy
- B** not book or undertake any Journey against medical advice or to obtain medical treatment.

3 Claims

If there are any circumstances that give rise to a claim under this policy the **Insured Member** must follow the procedure How to Make a Claim detailed on page 22 and

- A** supply at the request of and without cost to the **Insurers** all such proof, information and evidence and
- B** provide all such assistance as the **Insurer** may require, complying with ALL deadlines set by the **Insurer** and
- C** complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/ or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Member** without the written consent of the **Insurer**.
- D** in the event of a loss or **Injury** in one of the territories outlined in the accompanying "Dive Assist Diving Accident Membership Treatment Advice" (pages 24-25), the **Insured Member** must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to prior approval by the **Assistance Company**.

E The total sum payable in respect of any one **Accident** shall not exceed the aggregate sum as stated on the schedule of member benefits.

4 The Company's rights in the event of a claim

The **Company** shall be entitled but not bound to take over and conduct in the name of the **Insured Member** the defence or settlement of any claim or to prosecute in the name of the **Insured Member** 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.

5 Law and Jurisdiction

This Insurance policy is issued according to the master agreement signed between the **Insurer** and DIVE ASSIST GROUP SIA. The relationship between the Policyholder, DIVE ASSIST GROUP SIA and the **Insurer** under this policy will be governed by and interpreted in accordance with the laws of Latvia and subject to the exclusive jurisdiction of the Latvian courts. Any claim by DIVE ASSIST GROUP SIA against the **Insurer** should be raised according to Latvian laws and in the Latvian court.

Except as specifically provided above, this insurance policy will be governed by and interpreted in accordance with the laws of Spain and subject to the exclusive jurisdiction of the Spanish Courts. The foregoing is without prejudice to this contract being governed by any other law and jurisdiction according to the applicable legislation excluding USA, Canada and their territories or possessions.

6 Uninsured Expenses

If any costs and/or expenses not covered by this insured membership have been incurred by the **Insurers**:

- on **Your** behalf or
- any additional or increased costs and/or expenses incurred by the **Insurer** as a result of **Your** failure to comply with the terms, provisions, conditions and limitations of this policy

then **You** shall repay all such costs and/or expenses to the **Insurer** within 30 days of the request to do so by the **Insurer**.

7 Other Insurance or Indemnities

- A** If a claim is made and there is other insurance covering the same claim, then this policy shall apply only in excess of any amount paid under such other insurance
- B** If the **Insured Member** also seeks to obtain payment in respect of the same claim from any other insurance, then **We** will not be liable to pay more than **Our** proportionate share of any such claim and costs and expenses.

Data Protection Act – Personal Information

The **Insured Member** hereby agrees that any personal data contained herein or obtained through the inception of this contract may be included in the data files of the **Insurer**. The processing of such data has the aim of facilitating the establishment and development of the contractual relations that bind the **Insured Member** with the Insurance **Company**. Personal data provided may be communicated to other **Insurers** or public bodies in the field of insurance for statistical purposes (to enable pricing and risk selection as well as for the preparation of studies into insurance techniques), to fight against fraud or for coinsurance/reinsurance purposes. Interested parties may exercise their right to access, rectify, cancel or oppose the holding of their data before Compensa Vienna Insurance Group ADB Latvia Branch, according to the provisions contained in the data protection laws by addressing communications to its legal domicile. In the event that any data pertaining to a person who is not the **Insured Member** is included in this document, prior notice of this must be provided to such persons as provided in the foregoing paragraphs.

Without prejudice to the processing of **Your** data by Compensa Vienna Insurance Group ADB Latvia Branch **Your** data shall also be incorporated to files for which Compensa Vienna Insurance Group ADB Latvia Branch (with address at Vienibas gatve 87h, Riga, Latvia, LV-1004) shall be responsible for, in order to keep **you** informed of any commercial offers regarding insurance products and services related to the activity insured, even after the contractual relationship has come to an end, and including the possibility of performing such communications via text message or email, unless instructed otherwise by **You**.

If **You** do not wish to receive commercial communications through electronic means (i.e. via email or text message), please contact **Us** at admin@diveassist.org, stating that **You** do not wish to receive commercial communications of any sort or that **You** do not wish to receive commercial communications through electronic means.

You may exercise **Your** right to access, rectify, cancel or oppose the holding of **Your** data at any time or revoke any prior consents to the same, by addressing a letter, with a copy of **Your** ID to: Compensa Vienna Insurance Group ADB Latvia Branch, Data Protection Department to the following address: Vienibas gatve 87h, Riga, LV-1004, or by email: DPO@compensa.lv.

Compensa Vienna Insurance Group ADB Latvia Branch shall process **Your** data at all times in compliance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

General Exclusions (applicable to all sections)

This insured membership does not cover:

1

- A Any claim that is not as a result of a **Recreational Diving Accident**
- B Any person aged 70 years or over at the **Date of Issue** who has not been specifically accepted in writing under this insurance following medical examination to confirm fitness to dive
- C Any claim where **You** were not **Medically Fit to Dive** prior to the commencement of the **Recreational Diving** activity.

2 Loss, damage, **Accidental 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 Member** or breach of any law or enactment by the **Insured Member**

3 Any claim arising if at the time of purchasing this insurance **You** have:

- A any medical condition which **Your Authoritative Diving Body** states in their fitness to dive questionnaire may be a contraindication to diving

- B any pre-existing medical condition **You** were suffering from, recovering from or awaiting treatment for prior to **Recreational Diving**
- 4 Any claim caused by or arising from:
- A pregnancy or childbirth in respect of any trip starting and/or finishing within twelve weeks of the expected date of birth.
- B wilfully self-inflicted **Injury** or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured Member's Recreational Diving** activities) and/or any self-exposure to unnecessary risk (unless in an attempt to save human life).
- C any psychiatric or mental illness, anxiety, depression or stress, eating disorders or related conditions and the consequence of a covered **Accident** leading to a mental or psychiatric disorder
- D illness, sickness or disease not directly identifiable as a result of a **Recreational Diving Accident**
- 5 Death, **Injury**, illness or disablement directly or indirectly resulting from the **Insured Member's** suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Member's** criminal act
- 6 **Recreational Diving** against medical advice
- 7 Any and all **Injury** sustained caused by a speargun or similar device when used in conjunction with SCUBA
- 8 Any freediving competition or national or international record attempts unless specifically agreed by the **Insurer** in writing
- 9 Any costs for non-emergency medical expenses when the **Insured Member** is fit to return to the country where they are legally domiciled. Further costs will then be considered under the After the Event Medical expenses benefit
- 10 Any diving:
- A that is not carried out in accordance with the guidelines and recommendations for safe **Recreational Diving** practices as established by the **Authoritative Diving Bodies**
- B That breaches **Your** Authoritative Diving Bodies depth recommendations associated with **Your** certification and /or **Your** provable experience by way of **Your** logged dive records.
- C over 130 metres in depth unless expressly previously agreed in writing by the **Administrator** following a written submission
- D without the correct diver certification and/or lack of provable experience by way of **Your** logged dive records
- 11 Any claim caused by or arising from:
- A war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or war like operation
- B war like 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
- C 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
- D 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
- 12 Loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 13 Any claim caused by, contributed to or arising from:

- A ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 14 Any claim caused by, contributed to or arising from a **Journey** to a destination where the government of an EU state or state where **You** are resident has advised against all travel or all but essential travel.
- 15 Air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
- 16 Search and Rescue Costs that have not been authorised by the **Assistance Company**
- 17 Any claim caused by or arising out of a System Failure if a System Failure forms an identifiable element in the chain of events from which the loss arises whether or not it is the proximate cause of the loss.
- System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured Member**) caused by:
- i. the response of a computer to any date or date change or;
 - ii. the failure of a computer to respond to any date or date change or;
 - iii. the loss of or denial of access to any data either owned by the **Insured Member** or a third party;
 - iv. any loss or damage to or change or corruption of data or software.
- 18 The **Company** shall not be liable for any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website. The term Computer includes computer hardware, computer software, microchip, microchip processor, any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.
- 19 Any **Medical Expenses** incurred in a territory outlined in the "Dive Assist Diving Accident Membership Treatment Advice" (pages 24-25) at a medical facility not listed without the **Assistance Company's** prior approval
- 20 There will be no benefit paid by **Insurers** where doing so would breach any sanctions, prohibitions or restrictions imposed by law or regulation.
- 21 Any **Injury/Accident** not reported to the **Claims Handler** or **Assistance Company** within 31 days of the occurrence which may give rise to a claim under this insurance.
- 22 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 **Recreational Diving** activity with a licensed dive school or dive operator. The maximum sum recoverable for such injuries is €3,000 unless the IDEC level of cover is selected whereby a sublimit will not apply.
- 23 Illness, sickness or disease not directly identifiable as a result of a **Recreational Diving Accident**
- 24 Myocardial infarctions (heart attacks), brain haemorrhage, strokes, arterial occlusions except those caused by decompression sickness, and tinnitus.
- 25 Any and all claims notified or made after 30 days from the end of the **Period of Insured Membership**.
- 26 Claims made by residents of the USA, Canada and their territories or possessions for **Accidents** and costs arising in the USA, Canada and their territories or possessions.
- 27 Claims made outside of the **Geographical Limits** of the policy
- 28 Your insurance policy does not cover claims in any way caused by or resulting from
- a) an **infectious or contagious disease**, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC

- b) any fear or threat of any of the above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- a) any fear or threat of any of the above

- 29** Any benefits for **Bodily Injury** or **Illness** caused by or arising out of a **Cyber Incident** are payable subject to the terms, conditions, limitations and exclusions of this policy.

Your policy does not provide cover under any circumstances for any **Bodily Injury** or **Illness** arising directly or indirectly from any **Cyber Act**.

Cyber Act means: an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Details of Cover

Section 1 – Emergency Medical and Other Expenses

- 1 Whilst participating in **Recreational Diving** an **Insured Member** sustaining an **Accident** or an **Injury** or illness manifesting subsequent to a dive that in the opinion of the treating physician and agreed by the **Company** is directly attributable to participating in the recreational dive the **Company** shall pay for:
 - A Emergency Medical Expenses as shown on the schedule of member benefits in respect of:
 - i. Emergency medical, hospital and treatment expenses
 - ii. cost of emergency dental treatment for the immediate relief of pain only but limited to the amount shown on the schedule of member benefits
 - iii. ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to their country of normal domicile.
 - B Emergency Hyperbaric Treatment Costs necessarily incurred up to the total amount shown on the schedule of member benefits.
 - C Emergency Repatriation Costs incurred by the **Assistance Company** to repatriate the **Insured Member** to their country of normal domicile when in the opinion of the **Company's** medical advisers the **Insured Member** is fit to travel up to the amount shown on the schedule of member benefits subject to the prior approval of the **Assistance Company**.

Conditions

It is a requirement of this insurance that the **Assistance Company** MUST BE NOTIFIED PRIOR TO:

- A the **Insured Member** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
- B any repatriation arrangements being made
- C any hospital transfer being arranged or return home costs incurred
- D for any and/or all necessary treatments costs to be recoverable under this section they must be prescribed and delivered within a maximum of 60 days after the **Accident** occurs.

For assistance telephone: +44 (0)20 8050 1991 or email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference "Dive Assist Diving Accident Membership" and quote the membership number stated in the policy schedule.

Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 any claim if the **Insured Member** travels against medical advice or travels to receive medical treatment
- 2 the following costs and expenses unless they have been authorised by the **Assistance Company**:
 - A inpatient, hospital, clinic or nursing home expenses
 - B repatriation transportation or additional hotel or travel costs and expenses
 - C charges levied for services rendered or treatment received in the **Insured Members** country of Domicile.

- 3 any elective medical or dental treatment or exploratory tests
- 4 dental work involving precious material
- 5 treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured Member** to their usual country of domicile.
- 6 medical, hospital or treatment expenses which the **Insured Member** knows at the time of departure on the Journey will be required or required to be continued during the course of such Journey
- 7 charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
- 8 medical expenses where the **Insured Member** elects to receive treatment in a private hospital where public funded hospital treatment or care is available.

Section 2 – Search and Rescue

To pay up to the amount shown on the schedule of member benefits with the prior approval of the **Assistance Company** for search and rescue authorised 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, save or recover the **Insured Member**. In the case of death this section includes the cost to repatriate the **Insured Member's** mortal remains.

Section 3 – Reasonable Transportation and Accommodation Costs

To pay up to the amount shown on the schedule of member benefits in total for:

- 1 the cost to return the **Insured Member** to their ordinary **Place of Residence**. This cover extends to the **Insured Member's** immediate **Family** and/or travelling companion if the **Insured Member** 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 Handler**.
- 2 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.
- 3 costs associated with travelling to and from a hospital or clinic more than 50 kilometers from **Your** normal **Place of Residence** to obtain medical opinion or ongoing treatment after a diving **Accident** or **Injury** incurred under this policy.

Section 4 – Personal Accident

To pay to the **Insured Member** the applicable under mentioned benefit if during the **Period of Insured Membership** the **Insured Member** sustains **Injury** caused by an **Accident** whilst performing **Recreational Diving** which independently of any other cause results within 12 months from the date of such **Accidental Bodily Injury** in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Member**.

Benefit

- 1 Death – amount as shown on the schedule of member benefits
- 2 Loss of limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) payable as follows:
 - A Loss of one limb – amount as shown on the schedule of member benefits
 - B Loss of two limbs – amount as shown on the schedule of member benefits

- 3 Loss of sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
 - A in both eyes when this has been accredited according to a certificate issued for the **Insured Member** as per Royal Decree 1971/1999, dated 23 December on proceeding, recognition, declaration and qualification of disability degrees or similar legislation– amount as shown on the schedule of member benefits
 - B in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **Company** is satisfied that the condition is permanent and without expectation of recovery – amount as shown on the schedule of member benefits.
- 4 Loss of hearing in one or both ears meaning permanent total and irrecoverable loss of hearing which shall be deemed to have occurred:
 - A in both ears - amount as shown on the schedule of member benefits
 - B in one ear - amount as shown on the schedule of member benefits.
- 5 Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Member** from engaging in or giving attention to any type of business or occupation of any and every kind provided that such condition has been certified by a national public authority. Where the public authorities of the insured’s domicile do not officially certify any disablement, then the Insured Member must accredit that such Permanent Total Disablement i) has lasted for at least 12 consecutive months from the date of the **Accident**; and ii) prove through medical reports and to the **Company’s** satisfaction that the condition is beyond the hope of improvement – amount as shown on the schedule of member benefits.

Conditions

The **Company** shall not pay more than one benefit in connection with the same **Accident**.

Section 5 – After the Event Medical Expenses

To pay up to the amount shown on the schedule of member benefits in total for:

- 1 Additional Medical Costs after **You** return to **Your Place of Residence** subject to them not being recoverable from your public/national health service provider, **Your** private or occupational healthcare provider or any other funded source covering **Your** health care; and have been agreed by the Claims Handler and are limited to non-emergency medical treatment prescribed and / or delivered more than 60 days after the covered loss. In all cases the treatments covered by this Benefit must be prescribed and delivered within 365 days of the covered diving **Accident**. Such costs include Medical Practitioner ordered services for approved medical therapies, and Patent Foramen Ovale (PFO) tests when deemed medically necessary.
- 2 other agreed non-medical and surgical procedures required as a consequence of the **Injury** claimed for under this policy that are not covered by the national health service, private healthcare provider or any other source but are accepted by the **Company** and/or its **Claims Handler**.
- 3 fitness to return to diving examinations following a covered loss under this policy by an approved diving medical physician agreed by the **Company** and/or their **Claims Handler**.

Conditions

Coverage under this section is expressly limited to medical conditions that first occur during the **Period of Insured Membership** and follow an Injury caused by a **Recreational Diving Accident**. Claims arising from pre-existing conditions remain excluded in all cases. It is a condition of this section that all treatments are prescribed and delivered within 90 days of the **Accident**.

Section 6 – Civil Liability

The **Company** will cover the **Insured Member** who has been entered into a master policy covering Dive Assist members up to the limit for Liability shown in the schedule of member Benefits in respect of any money that the **Insured Member** legally have to pay to any person in excess of the first £250 GBP or €300 of each and every claim that relates to the **Insured Member** causing a **Recreational Diving Accident** leading to an **Injury** to any person or a **Recreational Diving Accident** leading to damage to material property during the **Period of Insured Membership** for the risks insured and subject to the Definitions, Provisions and Exclusions stated herein.

Conditions

It is a requirement of this insurance that the **Insured Member** does not admit to or reply to any civil liability claim they are aware will be made against them and agrees to immediately send any notification of claim or intent to claim against them, be it verbally or by letter/fax or service of Law Suit, or by any form of electronic correspondence, to the **Claims Handler**.

Exclusions (also see General Exclusions)

This insurance does not cover:

- A any law suit brought against the **Insured Member** in the USA and Canada, their territories and possessions.
- B any 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 **You** or **Your** employees and any loss of or damage to property which belongs to **You** or **Your Family**, belongs to **Your** household or was in their care custody or control at the time they were lost.

How to Make a Claim

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

- 1 contact the **Claims Handler** and/or complete an online claim form as soon as practicable but in any event within 30 days of such circumstances arising

Please contact the **Administrator** for guidance on how to complete a claim form either by email claims@divemasterinsurance.com or call 0044 (0)1702 476902. When contacting the **Claims Handler** please quote scheme reference "Dive Assist Diving Accident Membership" and the membership number stated in the schedule of member benefits.

complete and return the claim form together with all original receipts, reports and evidence requested on the claim form.

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable. No costs that are recoverable under this policy shall be incurred without a receipt and the consent of the **Assistance Company** or **Claims Handler**.

Please note that in certain circumstances more immediate action is required to ensure that **Your** claim is not prejudiced

2. Medical Expenses Claims – the **Assistance Company** MUST BE NOTIFIED PRIOR TO:

- A the **Insured Member** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
- B any repatriation arrangements being made
- C burial, cremation or transportation of the **Insured Member's** body
- D any hospital transfer being arranged or return home costs incurred.

For assistance telephone: +44 (0)20 8050 1991 or email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference Dive Assist Diving Accident Membership and quote the membership Id stated in the schedule of member benefits.

Notice to Physicians and Hospitals: Further information regarding submitting a claim notification can be found at www.diveassist.org or www.scubamedic.com

Fraudulent Claims

If **You**, or anyone acting on **Your** behalf, make a fraudulent claim under this insurance, **We**:

- 1 will not be liable to pay the claim and
- 2 may recover from **You** any sums paid by **Us** to **You** in respect of the claim and
- 3 may by notice to **You** treat the policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under 3 above;

- 1 **We** shall not be liable to **You** for any event which occurs after the time of the fraudulent act.
- 2 **We** need not return any premium paid.

Dive Assist Diving Accident Membership Treatment Advice

IMPORTANT NOTE: This advice forms part of **your** policy wording. See Section “**24 Hour Emergency Assistance and Pre-travel Advice Number**”

EGYPT

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
+2 069 3660 922 (phone)
hyper_med_center@sinainet.com.eg

Marsa Alam Baromedical

Marsa Shagra
Marsa Alam +2 012 436 2222 (phone)
Emergency +2 012 243 3116

Hypermed- Hurghada

Located in front of Hurghada Airport Corniche Road (Nr. Arabia Resort)
Hurghada
+2 012 2187 550 (phone)
Emergency +2 010 218 7550

Naval Hyperbaric Medical Center (NHMC)

Corniche Road Sekala Hurghada
+2 065 3449 151 (phone)
Emergency +2 065 3449 150

JORDAN

AQABA DIVING CHAMBER

Prince Hashem Hospital
Aqaba
Jordan
DR Ismael Nagadat +962 790462076

MEXICO

COSTAMED

50 Avenida Sur Bis, Adolfo López Mateos, 77622
San Miguel de Cozumel, Q.R., México

Abierto 24 horas

Teléfono: +52 987 872 5050

Merida

Clinica de Marida
Av. Itzaes No.242 Colonia Garcia Gineres
Merida

TEL: +52 999 920 3913

Cyprus

Divers should attend Paphos, Famagusta & or Larnaca general hospitals to be medically triaged but may have to be transferred to an alternative for further treatment. In accordance with DAN International's advice we always recommend that divers should go to the nearest general hospital for diagnosis. Paphos, Famagusta and Larnaca are all suitable and recommended general hospitals.

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

Larnaca General Hospital

Hyperbaric Center
Mystra Larnaca
Tel: +357 2480 0500