



Dive Assist Egypt Diving Professional  
Accident and Liability Cover  
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 who are domiciled in Egypt their territories and possessions 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 **Professional Diving**.

# Schedule of contents

<b>Important Information</b>	<b>4</b>
<b>Information You Give Us</b>	<b>6</b>
<b>Pre-existing medical conditions</b>	<b>6</b>
<b>Change in Health/New medical condition being diagnosed</b>	<b>6</b>
<b>Cancellation of the policy and cooling-off period</b>	<b>7</b>
<b>Our Cancellation Rights</b>	<b>7</b>
<b>Complaints Procedure</b>	<b>8</b>
<b>24 Hour Emergency Assistance</b>	<b>9</b>
<b>General Definitions</b>	<b>10</b>
<b>Insured Membership Contract</b>	<b>13</b>
<b>General Conditions (applicable to all sections)</b>	<b>13</b>
<b>Data Protection Act – Personal Information</b>	<b>15</b>
<b>General Exclusions (applicable to all sections)</b>	<b>15</b>
<b>Details of Cover</b>	<b>19</b>
<b>Section 1 – Emergency Medical and Other Expenses</b>	<b>19</b>
<b>Section 2 – Search and Rescue</b>	<b>20</b>
<b>Section 3 – Reasonable Transportation and Accommodation Costs</b>	<b>20</b>
<b>Section 4 – Personal Accident</b>	<b>20</b>
<b>Section 5 – After the Event Medical Expenses</b>	<b>21</b>
<b>Section 6 – Professional Liability</b>	<b>22</b>
<b>How to Make a Claim</b>	<b>26</b>
<b>Fraudulent Claims</b>	<b>27</b>
<b>Dive Assist Diving Accident Membership Treatment Advice</b>	<b>28</b>

# Important Information

## Broker

The broker for Egypt for this insured membership is:

Name : Sameh Fotouh Abd-Elmoemen Mohamed Kadous

Broker Number : 27111

ID Number : 27505210103135

Tax Number : 655-435-808

Address : 58, New Nerco, Maadi, Cairo, Egypt

Correspondents Address : Villa 10, Sunny Lakes, Sharm El-Sheikh, South Sinai, Egypt

Tel : 02 0100002200

Email Address : sameh@diveassist.org

## Insurer

Mohandes Insurance Company, 3 El-Mesaha Sq.Dokki-Giza, Egypt

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** when domiciled in Egypt only, subject to the terms, conditions and exclusions contained herein, for **Accidents** sustained while the **Insured Member** is providing instruction or supervision of **Professional Diving** services and always subject to valid CDWS membership being maintained. This Coverage is only in place for **professional diving** activities whilst domiciled in Egypt its territories and 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 other appropriate (Reciprocal) health agreement in existence and no public health 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** careless misrepresentation.
- void or reduce the amount paid on a claim 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 **YOUR 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 and the CDWS Licensing requirements.

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 for your CDWS License or diving whilst **You** do not meet them may invalidate any subsequent claim **You** have. If **You** suffer a **Professional 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.

To obtain a refund please contact **Sameh Kadous** who arranged the insurance for **You**.

[sameh@diveassist.org](mailto:sameh@diveassist.org)

## 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 Egypt please contact **Sameh Kadous** who arranged the insurance for **You** in the first instance.

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

Mohandes Insurance Company

El-Mesaha Sq.Dokki – Giza, Egypt

Customer service telephone: (+333) 68101-2-3-4-5-6-7

Customer service email address: info@mohins.com

www.mohins.com

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:



# 24 Hour Emergency Assistance

For 24 hour Emergency Assistance:

**Sameh Kadous**

Telephone **01022599599**

When contacting the (24 Hour **Assistance**) 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 (24 Hour **Assistance**) 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 24 Hour **Assistance** as soon as possible after **You** are admitted
- 2** burial or cremation or transportation of the **Insured Member's** body
- 3** 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 24 Hour **Assistance** 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

## 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](mailto:sales@divemasterinsurance.com)

### **24 Hour Assistance**

**Sameh Kadous**

Telephone **01022599599**

### **Authoritative Diving Bodies**

The Egyptian diving controlling organisation CDWS Recognised national and international 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**

DWF Claims , Redcliff Quay , 102 Redcliff Street , Bristol, BS1 6HU

Telephone: 0333 320 2220

Email: [divemaster@dwfclaims.com](mailto:divemaster@dwfclaims.com)

**Company/Insurers/We/Our/Us**

Mohandes Insurance Company

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

**Geographical Limits**

Governorates of Egypt only.

## **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 and its membership for the time being enrolled in the master policy and having paid the appropriate SIA membership fee for Scubamedic EGYPT category of membership is covered by the Dive Assist Group SIA, 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 Egypt where they are practicing and who is not related to **You**.

## **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 **Professional 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 **Professional Diving** activities.
- If **You** are a Certified Recreational Dive Instructor/Dive Guide/ Snorkel Instructor/ Snorkel Guide not under training or supervision **You** must continue to meet the medical fitness requirements set by **Your Authoritative Diving Bodies** before participating in **Professional 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 **Professional Diving** activities.
- If **You** have any medical or fitness conditions that have manifested or change in health since certifying as a diver Instructor or Guide, **You** must disclose these to Your Employer, the CDWS and/or your **Authoritative Diving Body** /Scuba Diving or Freediving Association and **Your** own medical/fitness advisor for review and agreement before continuing to dive.
- Failure to maintain **Your** required 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 Egypt where the **Insured Member** is registered as domiciled for taxation, medical care under their public/national health service.

**Professional Diving**

Professional snorkelling instruction and/or guiding, professional breath hold Free Diving and Apnoea instruction and guiding, Scientific and Archaeological or Film and Media diving in accordance with the Egyptian Laws, Statutes and Ordinances and recreational diving,) rebreather and technical diving instruction and guiding whilst using unmodified standard manufacturers diving equipment made for the purpose for either Scuba or SCR and /or CCR diving when the equipment is first donned and until the **Insured Member** stops using and removes the 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 Professional Diving

**Professional 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 Professional 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 training and log them as proof of **Your** experience.

**A** In all claims situations attaching to this policy **We** will consider both **Your** professional 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 **Professional Diving** 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** the **Insured Member** must seek treatment from the treatment centre recommended by the 24 Hour **Assistance** Alternative facilities may also be used but are subject to prior approval by the 24 Hour **Assistance**.

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 Egypt and subject to the exclusive jurisdiction of the Egyptian courts. Any claim by DIVE ASSIST GROUP SIA against the **Insurer** should be raised according to Egyptian laws and in the Egyptian court.

Except as specifically provided above, this insurance policy will be governed by and interpreted in accordance with the laws of EGYPT and subject to the exclusive jurisdiction of the EGYPTIAN 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 Mohandes Insurance Company, 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 Mohandes Insurance Company **Your** data shall also be incorporated to files for which Mohandes Insurance Company (with address at 3 El-Mesaha Sq.Dokki-Giza, Egypt) 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](mailto: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: Mohandes Insurance Company, Data Protection Department to the following address: 3 El-Mesaha Sq.Dokki-Giza, Egypt, or by email: [info@mohins.com](mailto:info@mohins.com)

Mohandes Insurance Company 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 **Professional 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 **Professional 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 **Professional Diving**
- 4 Any claim caused by or arising from:
- A** pregnancy or childbirth in respect of any **Professional Diving** 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 Professional 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 **Professional 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 **Professional Diving** against medical advice
- 7 Any and all **Injury** sustained caused by a speargun or similar device.
- 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 their home address 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 **Professional 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 where qualified to unless expressly previously agreed in writing by the **Administrator** following a written submission
- D** without the correct Diver Instruction/Guiding 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 EGYPT has advised against all travel or all but essential travel.
- 15 Search and Rescue Costs that have not been authorised by the **24 Hour Assistance**.
- 16 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.
- 17 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.
- 18 Any **Medical Expenses** incurred outside of Egypt its possessions and Territories.
- 19 There will be no benefit paid by **Insurers** where doing so would breach any sanctions, prohibitions or restrictions imposed by Egyptian Law or Regulation.
- 20 Any **Injury/Accident** not reported to the **24 Hour Assistance or Claims Handler** or within 31 days of the occurrence which may give rise to a claim under this insurance.
- 21 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 **Professional Diving** activity with a licensed dive school or dive operator. The maximum sum recoverable for such injuries is €3,000.
- 22 Illness, sickness or disease not directly identifiable as a result of a **Professional Diving Accident**
- 23 Myocardial infarctions (heart attacks), brain haemorrhage, strokes, tinnitus and arterial occlusions except those caused by decompression sickness.
- 24 Any and all claims notified or made after 30 days from the end of the **Period of Insured Membership**.
- 25 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.
- 26 Claims made outside of Egypt its territories and possessions which constitutes the **Geographical Limits of the policy**
- 27 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

- 28** 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.

# Details of Cover

## Section 1 – Emergency Medical and Other Expenses

- 1 Whilst participating in **Professional 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 professional 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 home address 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 24 Hour **Assistance** to repatriate the **Insured Member** to their address 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 24 Hour **Assistance** **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 24 Hour **Assistance** 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: **24 hour assistance 01022599599**

When contacting the **24 Hour Assistance** 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 24 Hour **Assistance**:
  - A inpatient, hospital, clinic or nursing home expenses
  - B repatriation transportation or additional hotel or travel costs and expenses

- 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 **Professional Diving** will be required or required to be continued after **Professional Diving** ceases
- 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 24 Hour **Assistance** 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**.
- 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 source.
- 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 **Professional 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 **Professional 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 –Professional 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 **Professional Diving Accident** leading to an **Injury** to any person or a **Professional 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**.

### **Professional liability limitations and exclusions**

#### **This insured section excludes and does not cover:**

1. **Advice, design or plans provided for a fee**  
any loss, liability or costs and expenses arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the insured member for a fee.
2. **AIDS and illness**  
bodily injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or cancer in any form, howsoever these illnesses may have been acquired or may be named.
3. **Aircraft and watercraft**  
any loss, liability or costs and expenses arising out of or from the ownership, possession or use of any aircraft or other aerial device or satellite, or any watercraft.
4. **Asbestos**  
any loss, liability or costs and expenses arising out of or from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.
5. **Assault and battery and abuse**  
any liability of any insured member directly or indirectly arising out of:
  - a) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any insured member;
  - b) sexual assault, molestation, abuse, sexual harassment or rape.
6. **Assistant dive instructor**  
Any loss, liability or costs and expenses arising out of or from assistant dive instructors fulfilling the role of dive instructor at the time of the claim occurring who have not paid the dive instructor premium.

7. **Biological and Chemical Materials**  
Any loss, liability or costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

8. **Claims Jurisdiction**  
any loss, liability or costs and expenses arising out of or from any claims brought in the North America or that falls under the jurisdiction of North America.

9. **Commercial diving**  
any loss, liability or costs and expenses arising out of or from or directly or indirectly caused by commercial diving.

10. **Construction, repair or installation work on vessels**  
any liability arising out of the construction, repair or installation work on vessels.

11. **Electronic cyber liability**  
any loss, liability or costs and expenses associate with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- a) the response of a computer to any date or date change
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any loss of or damage to or change or corruption in data or software on a computer or computersystem or;
- e) any computer virus or hacking into or degradation of or breach of security in of denial of access to acomputer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipmentand any device which gives or processes or receives or stores electronic instructions of information

This exclusion shall not apply where the insured is legally liable for bodily injury (excluding mental injury or mental disease) or accidental damage which is caused as a direct result of the insured's negligence and is not otherwise excluded elsewhere in this policy.

12. **Employee accidents**  
any loss, liability or costs and expenses arising out of or from any claim in respect of which compensation is available or would normally be available under any Employers Liability legislation or similar legislation or any obligation for which the insured or any company as its insurer may be held liable under any workman's compensation, unemployment compensation, or disability benefits law.

13. **Employment disputes**  
any loss, liability or costs and expenses arising out of or from any employee, former employee or prospective employee in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

14. **Excess**  
the amount of the excess as applicable and stated in the schedule within the e-certificate..
15. **Excluded conduct**  
any loss, liability or costs and expenses arising out of or from:  
a) any deliberate act in violation of any law or ordinance; or  
b) any deliberate or wilful misconduct of the insured; or  
c) any dishonest, fraudulent, or criminal act of the insured; or  
d) any conduct of the insured or employee while under the influence of intoxicants or narcotics.
16. **Financial loss**  
Liability for pure financial loss not consequent upon bodily injury or damage
17. **Fines, penalties, punitive damages, multiple damages or exemplary damages**  
any fines, penalties, punitive damages, exemplary damages, aggravated damages, multiple or treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.
18. **Fungus, mould, spores Damage arising out of or from:**  
a) any fungus, mould, mildew or yeast; or  
b) any spore or toxins created or produced by or emanating from such fungus, mould, mildew or yeast; or  
c) any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any fungus, mould, mildew or yeast; or  
d) any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or structure that contains harbours nurtures or acts as a medium for any fungus, mould, mildew, yeast or spore or toxins emanating therefrom; regardless of any other cause event material product and/or building component that contributed concurrently or in any sequence to that loss, liability or costs and expenses.
19. **Government prohibition**  
any loss, liability or costs and expenses where:  
a) non-admitted insurance is not permitted by local legislation in any country or territory; or  
b) any government embargo or sanction prohibits the insured from trading.
20. **Landing Areas**  
liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the insured  
of any landing area for aircraft provided such liability arises out of such use as a landing area.
21. **Legionella**  
any loss, liability or costs and expenses arising out of or from or alleging or attributable to the existence of Legionella.
22. **Libel and slander**  
liability arising from or caused by the publication or utterance by or on behalf of the insured of a libel or slander.
23. **Limit of indemnity**  
liability in excess of the limit of indemnity stated in the schedule within the e-certificate.
24. **Medical Services**  
Any liability arising out of the rendering or failure to render medical services including the provision of treatment or management of illness or injury by any doctor, medically trained personnel or hyperbaric technicians other than:  
a) the rendering of first aid by any medically unqualified person; or



- b) emergency first response by a diver medic or certified first aid attendant.  
Provided that the insurer will not be liable where indemnity is provided by other insurance.
25. **Misuse of the Internet and Extra-net**  
Liability arising directly or indirectly from the use or misuse of the intranet extranet and/or caused via the insured's own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.
26. **North American jurisdiction**  
liability in respect of any judgment, award, payment, costs and expenses or settlement delivered, made or incurred within countries which operate under the laws of North America (or to any order made anywhere in the world to enforce such judgment, award, payment, costs and expenses or settlement either in whole or in part) unless otherwise stipulated in the schedule.
27. **North American operations**  
bodily injury or damage including any loss or expense whatsoever resulting or arising therefore or any consequential loss in connection therewith, occurring within North America.
28. **Nuclear risks**
- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - b) any legal liability of whatsoever nature;
  - c) any sum which the insured becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 2.4.28 c) above, attributable to nuclear hazards.
29. **Ownership or use of mechanically propelled vehicles**  
any loss, liability or costs and expenses arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the insured other than diver propulsion vehicles.
30. **Personal injury and denial of access**  
any loss, liability or costs and expenses arising out of personal injury or denial of access.
31. **Property in the insured's care, custody and control**  
damage to property owned, leased, hired or held in trust by the insured or under hire purchase or on loan to the insured or held otherwise in the insured's care, custody or control.
32. **Pollution, products or goods sold**
- a) any loss, liability or costs and expenses arising out of any products or goods sold by the insured except as provided by clause 2.1.1 b).
  - b) bodily injury or damage arising out of or from or brought about by or contributed to by pollution;
33. **Reasonable precautions and dive association safe diving practices**
- a) any loss, liability or costs and expenses arising out of or from the insured's deliberate, conscious, or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing.
  - b) any loss, liability or costs and expenses arising out of or from the insured deliberately or wilfully failing to perform all professional diving in accordance with the standards, guidelines and recommendations for safe diving practices as established by the Authoritative Diving Bodies.
34. **Solo Diving**  
any loss, liability or costs and expenses arising out of or from solo diving unless in accordance with

the recommendations of the insured member's certifying association.

35. **Territorial limit**  
any loss, liability or costs and expenses arising from an occurrence outside the territorial limits.
36. **Use of heat**  
any loss, liability or costs and expenses arising out of or from or directly or indirectly caused by use of heat.
37. **Use of Spearguns**  
liability arising out of the use of spearguns.
38. **War or terrorism**  
any loss, liability or costs and expenses arising out of or from or directly or indirectly caused by or contributed to by war or any act of terrorism or any action taken in controlling preventing suppressing or in any way relating to the act of terrorism.

If the insurer alleges that by reason of this exclusion any damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

39. **Communicable Disease**  
actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## 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](mailto:claims@divemasterinsurance.com) . When contacting the **Claims Handler** please quote scheme reference "Dive Assist Egypt Diving Professional Accident and Liability Cover" and the membership number stated in the schedule of member benefits.

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 **Claims Handler**.

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

#### **24 Hour Assistance**

**Sameh Kadous**

Telephone **+44 (0) 20 8050**

#### **2. Medical Expenses Claims – the 24 Hour Assistance 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: Tel **01022599599**

When contacting the **24 Hour Assistance** line 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.

### **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.
- 4** If **We** exercise **Our** rights under 3 above;
- 5** **We** shall not be liable to **You** for any event which occurs after the time of the fraudulent act.
- 6** **We** need not return any premium paid.