



International Diving Emergency Cover (IDEC)  
Diver Accident  
Policy Wording



## IDEC Diver Accident policy wording

Thank **You** for choosing Ascot Syndicate 1414 at Lloyd's for **Your** insurance cover.

We are a specialist Lloyd's syndicate that understands the differing needs of the customers we serve.

The IDEC Diver Accident policy is for those persons, families or groups wanting an accident policy whilst participating in **Recreational Diving** for the benefits specified in this policy as a result of a diving accident.

Cover can be provided for one specific trip or as an annual policy.

**If You require any specialist benefits please contact Dive Master Insurance Consultants by email: [sales@divemasterinsurance.com](mailto:sales@divemasterinsurance.com) or website: [www.divemasterinsurance.com](http://www.divemasterinsurance.com) or telephone: 01702 476902.**

Our principles are to be open, fair and transparent and to deliver the highest standards of service.

If **You** feel that our service is below the standard **You** expect please contact us or Dive Master insurance Consultants.

## Summary of Benefits Limits per Insured Person

<b>Section</b>	<b>Cover</b>	<b>Benefit Level</b>
1	Emergency Medical and Other Expenses	
	1. Emergency Medical Expenses	£100,000
	2. Hyperbaric Treatment Costs	£100,000
	3. Emergency Evacuation/ Repatriation Costs	£250,000
2	Search and Rescue Costs	£45,000
3	Reasonable Transportation & Accommodation Costs	£5,000
4	Personal Accident	
	Death	£10,000
	Loss of one limb or loss of sight in one eye or loss of hearing in one ear	£5,000
	Loss of two limbs or loss of sight in both eyes or loss of hearing in both ears	£10,000
	Permanent Total Disability	£10,000
5	After the Event Medical Expenses	£20,000

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# Important Information

## Insurer

This policy is insured by Ascot Syndicate 1414 at Lloyd's.

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

Dive Master Insurance Consultants Limited underwrite this policy on behalf of Ascot Syndicate 1414 at Lloyd's in accordance with the authorisation granted under a contract of delegated authority.

Reference for the delegated authority agreement is shown under Unique Market Reference number as shown in the IDEC Diver Accident schedule of insurance.

Dive Master Insurance Consultants Limited Registered in England and Wales No.2658166

Full details are available on the Financial Service Register which can be found on the Financial Conduct Authority's (FCA) website [www.the-fca.org.uk](http://www.the-fca.org.uk) or by contacting the FCA on telephone number 0800 111 6768.

## Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Coverage

This policy is designed to cover the **Insured Person** subject to the terms, conditions and exclusion contained herein for accidents sustained while the **Insured Person** is participating in **Recreational Diving** and spearfishing without the use of scuba.

## Annual Policy Holders – Auto Renewal Service

To make sure **You** have continuous cover under **Your** policy, Dive Master will aim to automatically renew (auto-renew) **Your** policy when it expires unless **You** tell **Us** not to. Each year Dive Master will write to **You** 28 days before the renewal date of **Your** policy and provide **You** with the policy documents that will apply and any changes to the premium or the policy terms and conditions. If **You** do not want to auto-renew **Your** policy, just call Dive Master on +44 (0) 1702 476902 or log into **Your** account and select "current policies" then deselect the auto-renewal option. Otherwise Dive Master will collect the renewal premium(s) from the credit card or debit card used for **Your** original purchase

Please note **Your** renewed policy will only be valid when:

- **You** have told Dive Master about any changes to **Your** risk (including any changes in health conditions)
- The credit card or debit card has been charged

In some circumstances Dive Master may not be able to automatically renew **Your** policy. Dive Master will let **You** know at the time if this is the case. Dive Master is entitled to assume that **Your** details have not changed and **You** have the permission of the card holder unless **You** tell Dive Master otherwise. Dive Master will not retain **Your** payment details. Dive Master will tell the processing bank that have **Your** payment details to charge the relevant premium to the debit card or credit card on or before the renewal date. **You** can tell Dive Master about any changes to **Your** policy details or opt out of automatic renewal at any time by phoning +44 (0) 1702 476902 or email [sales@divemasterinsurance.com](mailto:sales@divemasterinsurance.com)

This is **Your** IDEC Diver Accident insurance policy.

It 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.

The IDEC Diver Accident schedule of insurance 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 or 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 schedule of insurance. **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.

All headings in the policy or IDEC Diver Accident schedule of insurance are for reference purposes only and do not affect its interpretation.

#### **This is not a private medical insurance policy**

There is no cover for medical expenses where the **Insured Person** elects to receive private treatment.

The **Insurer** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and the **Insurer** reserves the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of a claim the **Insurer** or their representatives will require unrestricted access to all **Your** medical records and information.

#### **Conformity**

In the policy wording, the IDEC Diver Accident schedule of insurance 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 Person** deliberately or recklessly provided false or misleading information **We** shall treat this insurance, in so far as it relates to the **Insured Person** concerned, as if it had never existed and decline all claims relating to such **Insured Person**.

**You** or any **Insured Person** must take care when answering any questions **We** ask to ensure that all information provided is accurate and complete. If any of the information **You** or any **Insured Person** provide in relation to this IDEC Diver Accident policy 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 IDEC Diver Accident policy 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 insurance. **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 insurance 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** policy as if it never existed or
- need to amend the terms of **Your** policy or
- require **You** to pay more for **Your** insurance.

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**. Please contact the **Administrator** on telephone number 01702 476902 or by email: sales@divemasterinsurance.com to disclose any pre-existing medical condition to see if cover can be extended to cover disclosed condition(s).

## 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 Insurance** **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

Should this policy not meet with **Your** requirements please return the documentation to the **Administrator** who provided the insurance within 14 days from date of purchase or renewal of the policy or the day **You** received **Your** policy documentation, whichever is later, and provided that no claim has been made or is intended to be made and no incident has occurred that is likely to result in a claim **You** will receive a premium refund and the policy will be treated as though it had never existed.

To obtain a refund please contact the **Administrator** who arranged the insurance for **You**:

Dive Master Insurance Consultants,  
17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA  
Telephone 44+ (0) 1702 476 902  
Email: sales@divemasterinsurance.com

After the expiry of **Your** 14 days statutory cooling-off period **You** continue to have the right to cancel **Your** policy at any time but without the right to a refund of premium.

### **Our Cancellation Rights**

**We** may cancel this insurance by giving **You** thirty (30) 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 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 **Your** insurance advisor and sending **You** a letter of cancellation to **Your** last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act (2015) set out situations where failure by **You** to provide **Us** with complete and accurate information as required by **Us**, allow **Us** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

## Complaints Procedure

All sections are insured 100% by Ascot Syndicate 1414 at Lloyd's. In the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- A** in writing (letter or email) to the address shown below; or
- B** by telephone to the telephone number shown below.

DWF Claims , Redcliff Quay , 102 Redcliff Street , Bristol, BS1 6HU  
Email: [divemaster@dwfclaims.com](mailto:divemaster@dwfclaims.com)  
Tel: 0333 320 2220

Once **Your** complaint is received, **We** shall acknowledge it within 5 working days and shall attempt to respond within 14 days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that **You** remain dissatisfied **You** can refer the matter to Lloyd's. Their address and contact details are as follows:

### Complaints

Lloyd's, Fidentia House,  
Walter Burke Way,  
Chatham Maritime, Chatham  
Kent ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle **Your** Complaint" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or from the above address.

### The Financial Ombudsman Service

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service, Exchange Tower  
London E14 9GE

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: 0300 123 9123 (charges apply) or 0800 023 4567 (free phone).  
For callers from abroad: +44(0)20 7964 0500 (charges apply).

The Financial Ombudsman Service offers a free and independent service to **You**, to help settle disputes between businesses providing financial services and their customers.

### Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if We cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 020 7741 4100.

## Reciprocal Health Agreement

**Insured Persons** travelling to European Union countries are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at: [www.ehic.org.uk](http://www.ehic.org.uk) or by telephone on 0300 330 1350.

This EHIC entitles **You** to benefit from the reciprocal health agreements which exist between European Union countries.

The **United Kingdom** has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand and Russia. Visit <http://www.dh.gov.uk/travellers> for a list of those countries in which **You** may be entitled to free treatment or treatment at reduced cost.

## Foreign, Commonwealth and Development Office Travel Advice

**You** must observe travel advice provided by the Foreign, Commonwealth and Development Office (FCDO).

No cover is provided under any section of this policy in respect of travel to a destination to which the FCDO has advised against all or all but essential travel unless specifically noted and agreed by **Insurers** in writing

In the event **You** are already at a destination on the date the FCDO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless otherwise agreed in writing by the **Company**.

Travel advice can be obtained from the FCDO by visiting their website at [www.fco.gov.uk](http://www.fco.gov.uk) and clicking on the link for Travel Advice.

## 24 Hour Emergency Assistance and Pre-Travel Advice Number

For 24 hour Worldwide Emergency Assistance and pre-travel advice contact:

Northcott Global Solutions Ltd NGS (Assistance Company) Telephone: +44 (0)207 183 8910 or Back up Mobile: +44(0) 7785627433

Email: ops@northcottglobalsolutions.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference IDEC Diver Accident and quote the Policy ID stated in the IDEC Diver Accident schedule of insurance. **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 Person's** body
- 4 any hospital transfer being arranged or return home costs incurred.

Once contacted and if **Your** claim is valid, an experienced assistance co-ordinator 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**

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 24 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 Person**.

## **Administrator**

Dive Master Insurance Consultants Limited  
17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA  
Telephone: 01702 476 902  
Email: sales@divemasterinsurance.com

## **Assistance Company**

Northcott Global Solutions Ltd NGS (Assistance Company)  
Telephone: +44 (0)207 183 8910 or Back up Mobile: +44(0) 7785627433  
Email: ops@northcottglobalsolutions.com

## **Authoritative Diving Body/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.

## **British Forces Posted Overseas (BFPO)**

Members of the United Kingdom HM Forces posted overseas with British Forces Post Office address.

## **Claims Handler**

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

Email: divemaster@dwfclaims.com

Tel: 0333 320 2220

## **Date of Issue**

The date this policy was issued as stated in the IDEC Diver Accident schedule of insurance.

**Family**

Up to two adults residing at the same address for at least last six 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 (and/or residing elsewhere in the **United Kingdom** or the Channel Islands if in full time education) at **Date of Issue**.

**Injury**

Bodily injury which:

- A** is caused by an **Accident** and
- B** solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such **Injury**, causes the death or disablement of the **Insured** within twelve months of the date of the **Accident**.

**Insured Person(s)/You/Your**

Each person stated in the schedule of insurance as being insured (provided that such person is resident in the **United Kingdom** or the Channel Islands with an address in the **United Kingdom** or the Channel Islands and registered with a doctor).

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

Ascot Syndicate 1414 at Lloyd's (the **Company**)

20 Fenchurch Street, London, United Kingdom EC3M 3BY.

**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 Body** 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**

**Operative Time of Cover**

The insurance provided is effective from the date of commencement of the **Period of Insurance** as stated on the IDEC Diver Accident schedule of insurance

**Period of Insurance**

The period stated in the IDEC Diver Accident schedule of insurance.

**Recreational Diving**

Recreational snorkelling, recreational breath hold Free Diving and apnoea, scientific & archaeological or film & media diving in accordance with the UK HSE 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 Person** stops using and removes said equipment.

**United Kingdom (UK)**

England, Scotland, Wales, Northern Ireland, the Isle of Man and **BFPO**.

## Policy Contract

In consideration of **You** having paid the premium stated in the schedule of insurance, **We** agree to provide the insurance 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, schedule of insurance 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:

- i **We** accept that being a certified recreational diver does not necessarily make **You** qualified for all challenging dives. The Scuba Diving Certifying Associations (**Authoritative Diving Bodies**) recommend that **You** increase **Your** diving depths and experience by gradual progression and log them as proof of **Your** experience.
- ii Conversely **We** accept that there will be many recreational scuba divers who are qualified to dive certain challenging dives by way of logged experience but may not be certified to engage in these challenging dives.
- iii In all claims situations attaching to this policy **We** will consider both **Your** diver certifications and **Your** logged dive experience before coming to a decision.

IMPORTANT NOTE: General Condition 1 is subject to General Condition 3.D

## 2 Precautions

The **Insured Person** MUST:

- A take all precautions to prevent anything happening which may give rise to a claim under this policy
- B not book or undertake the **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 Person** must follow the procedure How to Make a Claim detailed on page 26 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 **Insurers** may require, complying with ALL deadlines set by the **Insurers** and
- C comply 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 of liability, offer, promise or payment shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Insurers**.
- D In the event of a loss or **Injury** in one of the territories outlined in the accompanying "IDEC International Treatment Advice" (pages 28-29) **The Insured** 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**

## 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 Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim for liability 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 contract of insurance will be governed by the laws of England and Wales and this policy is subject to the exclusive jurisdiction of the courts in England and Wales.

## 6 Uninsured Expenses

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

- on **Your** behalf or
- any additional or increased costs and/or expenses incurred by the **Insurers** 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 **Insurers** within 30 days of the request to do so by the **Insurers**.

## 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 Person** 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– Personal Information

## Who we are

In this section **We** means Ascot Syndicate 1414 at Lloyd’s

## The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet our legal obligations.

This information includes personal data such as **Your** name, address and contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, agents or brokers (when making applications), insurers, reinsurers, loss-adjusters (if **You** claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

## If You provide other people’s details to us

Where **You** provide **Us** or **Your** Insurance Advisor with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

## If You would like more information

For more information about how **We** use **Your** personal information, please see **Our** privacy policies, which are available on our websites, shown in the table below.

Additional information on how the Lloyd’s insurance market uses data is provided by the Lloyd’s Market Association (“LMA”) in their Insurance Market Core Uses Information Notice.

## Contacting us and Your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the broker or agent who provided **You** with **Your** insurance in the first instance, or **You** may get in touch with us by contacting our data protection officer: Please ensure that **You** contact the relevant party

Organisation	Privacy Policy/Notice Website	Data Protection Officer’s details
Ascot Syndicate 1414 at Lloyd’s	<a href="http://www.ascotgroup.com/lloyds/privacy-policy">www.ascotgroup.com/lloyds/privacy-policy</a>	The Data Protection Officer Ascot Underwriting Limited 20 Fenchurch Street London EC3M 3BY  +44 20 7743 9600 <a href="mailto:DPO@ascot.com">DPO@ascot.com</a>

### **How to make a complaint**

If **You** are unhappy with the way in which **Your** personal data has been processed, **You** may in the first instance contact the Data Protection Officer using the contact details above.

If **You** remain dissatisfied then **You** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

**[www.ico.org.uk](http://www.ico.org.uk)**

## General Exclusions (applicable to all sections)

This insurance 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 person who is not permanently resident in the **United Kingdom** or the Channel Islands with a permanent address in the **United Kingdom** or the Channel Islands
  - D 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 Person** or breach of any law or enactment by the Insured Person
  
- 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**

UNLESS **You** have declared such medical conditions or circumstance to the **Insurer** by contacting the **Administrator** on telephone number 01702 476902 or by email: sales@divemasterinsurance.com and cover has been agreed in writing by the **Insurer**.
  
- 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 Person'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 Person's** suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Person's** criminal act
  
- 6 **Recreational Diving** against medical advice
  
- 7 Any and all **Injury** sustained or death 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 Person** 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 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 warlike operation or any acts of terrorism
  - B warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
  - 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 United Kingdom Foreign, Commonwealth and Development Office 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 Person**) 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 Person** 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. 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 "IDEC International Treatment Advice" (pages 28-29) 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** happens whilst performing the **Recreational Diving** activity with a licensed dive school or dive operator.
- 23 Illness, sickness or disease not directly identifiable as a result of a diving **Accident**
- 24 Any and all claims notified or made after 30 days from the end of the **Period of Insurance**
- 25 **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.

- 26 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 **Recreational Diving You** 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 up to £100,000 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 £2,000 in total
- iii. ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to the **United Kingdom** or the Channel Islands

**B** Emergency Hyperbaric Treatment Costs necessarily incurred up to £100,000 in total

**C** Emergency Repatriation Costs incurred by the **Assistance Company** to repatriate the **Insured Person** to the **United Kingdom** or the Channel Islands when in the opinion of the **Company's** medical advisers the **Insured Person** is fit to travel up to £250,000 in total

subject to the prior approval of the **Assistance Company**

### Section 1 - Conditions

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

- A** the **Insured Person** 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)207 183 8910 or email: ops@northcottglobalsolutions.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference IDEC Diver Accident and quote the policy number stated in the schedule of insurance

### Section 1 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 any claim if the **Insured Person** 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 **United Kingdom** or the Channel Islands
- 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 Person** to their home in the **United Kingdom** or the Channel Islands
- 6 medical, hospital or treatment expenses which the **Insured Person** 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 Person** 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 £45,000 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 Person** including in the case of death, the cost to repatriate the **Insured Person's** mortal remains.

## Section 3 – Reasonable Transportation and Accommodation Costs

To pay up to £5,000 in total for:

- i the cost to return the **Insured Person** to their ordinary place of residence. This cover extends to the **Insured Person's** immediate **Family** and/or travelling companion if the **Insured Person** 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 **Assistance Company**.
- ii post treatment hotel or accommodation costs when these are incurred due to medical advice not to travel or fly subsequent to a diving **Accident/Injury** if these costs are not covered by a more specific policy.
- iii costs associated with travelling to and from a hospital or clinic more than 30 miles from **Your** ordinary 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 Person** the applicable under mentioned benefit limit if during the **Period of Insurance** the **Insured Person** 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 **Accident Injury**, death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Person**.

### Benefit

- 1 Death – £10,000
- 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 - £5,000
  - B Loss of two limbs - £10,000
- 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 the **Insured Person's** name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – £10,000

**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 – £5,000

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 - £10,000

**B** in one ear - £5,000

- 4** Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Person** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the **Company's** satisfaction to be beyond the hope of improvement – £10,000.

#### Section 4 - 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 £20,000 in total for:

- i Additional Medical Costs after **You** return to **Your** ordinary 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
- ii 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**.
- iii 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 policy period 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**.

### How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy the **Insured Person** (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 (or within 30 days of returning from the **Journey** if such circumstances arise during the **Journey**).

Please contact the **Administrator** for guidance on how to complete a claim form either by email [claims@divemasterinsurance.com](mailto:claims@divemasterinsurance.com) or call 01702 476902

Alternatively Log into **Your** Dive Master account online and select “Current Policies” then click on the claim button next to the applicable policy.

**You** can also contact the **Claims Handler** directly at:

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

Telephone: 0333 320 2220

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

giving brief details of the circumstances and requesting a claim form.

When contacting the **Claims Handler** please quote scheme reference IDEC Diver Accident and the policy number stated in the schedule of insurance.

- 2 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.

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

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

**A** the **Insured Person** 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 Person's** body

**D** any hospital transfer being arranged or return home costs incurred.

For assistance telephone: +44 (0)207 183 8910 or email: [ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference IDEC Diver Accident and quote the policy ID stated in the schedule of insurance

### **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.

# IDEC International Treatment Advice

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

## EGYPT

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**Sharm International Hospital Sharm El Sheikh  
South Sinai +2 069 366 0318 (phone) Emergency  
+2 010 512 3964**

**Sharm International Hospital Sharm El Sheikh  
South Sinai +2 069 366 0318 (phone) Emergency  
+2 010 512 3964**

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

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

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

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## JORDAN

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**AQABA DIVING CHAMBER Prince Hashem  
Hospital Aqaba Jordan DR Ismael Nagadat +962  
790462076**

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## MEXICO

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**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

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**Divers should attend Paphos, Famagusta & 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 hospital.**

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

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

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**Larnaca General Hospital Hyperbaric Center  
Mystra Lanarca Tel: +357 2480 0500**



**Ascot Underwriting Limited**

**20 Fenchurch Street**

**London EC3M 3BY**

**T: +44 (0) 20 7743 9600**

**F: +44 (0) 20 7743 9601**

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Regulated by the Financial Conduct Authority  
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