

International Diving Emergency Cover (IDEC)
Diver Accident
Policy Wording



# **IDEC Diver Accident policy wording**

Thank you for choosing Syndicate 1991 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 or website: 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.

Daniel T Wright Active Underwriter Syndicate 1991

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# Summary of Benefits Limits per Insured Person

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

# Contents

Summary of Benefits Limits per Insured Person	3
Important Information	5
Important	6
Information you give us	7
Change in Health/ New medical condition being diagnosed	7
Cancellation of the policy and cooling-off period	8
Complaints Procedure	9
Reciprocal Health Agreement	10
Foreign and Commonwealth Office Travel Advice	10
24 Hour Emergency Assistance and Pre-Travel Advice Number	11
General Definitions	12
Policy Contract	14
General Conditions (applicable to all sections)	15
Data Protection – Personal Information	17
General Exclusions (applicable to all sections)	19
Details of Cover	22
Section 1 – Emergency Medical and Other Expenses	22
Section 2 – Search and Rescue	23
Section 3 – Reasonable Transportation and Accommodation Costs	23
Section 4 – Personal Accident	23
Section 5 – After the Event Medical Expenses	24
How to Make a Claim	24
IDEC International Treatment Advice	26

# Important Information

#### Insurer

This policy is insured by Syndicate 1991 at Lloyd's.

Syndicate 1991 at Lloyd's is managed by Coverys Managing Agency 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. 04690709. Registered Office: 71 Fenchurch Street, London EC3M 4BS.

Dive Master Insurance Consultants Limited underwrite this policy on behalf of Syndicate 1991 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 insurance schedule.

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 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

# **Important**

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 insurance schedule 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. **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 insurance schedule 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 insurance schedule 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 medical condition which **Your authoritative diving body** states in their fitness to dive questionnaire may be a contraindication to 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**.

# Change in Health/ New medical condition being diagnosed

**Your** IDEC 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.

# 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 can 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 Syndicate 1991 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.

General Manager
Insurance Administration Services Limited
P.O. Box 9 Mansfield
Nottinghamshire NG19 7BL
Email: complaints@ias-health.com

Tel: +44 (0)1623 683586

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 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 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
Email: 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 or telephone 0800 678 1100 or 020 7741 4100.

#### **European Online Dispute Resolution**

If **You** have purchased **Your** policy online and are unhappy with the product or the service **You** received, **You** can also use the European Commission's Online Dispute Resolution service to make a complaint at http://ec.europa.eu/consumers/odr/.

The purpose of this platform is to identify a suitable Alternative Dispute Resolution provider and **We** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **Your** complaint after the **Insurers** have had the opportunity to consider and resolve it.

### **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: <a href="www.ehic.org.uk">www.ehic.org.uk</a> 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 <a href="http://www.dh.gov.uk/travellers">http://www.dh.gov.uk/travellers</a> for a list of those countries in which **You** may be entitled to free treatment or treatment at reduced cost.

### Foreign and Commonwealth Office Travel Advice

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO).

No cover is provided under any section of this policy in respect of travel to a destination to which the FCO 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 FCO 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 FCO by visiting their website at <a href="www.fco.gov.uk">www.fco.gov.uk</a> 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:

Mayday Assistance (Assistance Company) Telephone +44 (0) 20 8050 1991

Email: operations@maydayassistance.com

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

Mayday Assistance 2 Clifton Mews, Clifton Hill, Brighton BN1 3HR Telephone: +44 (0)20 8050 1991 or Email: operations@maydayassistance.com

#### **Authoritative Diving Bodies**

Recognised national 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.

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

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

#### Claims Handler

Insurance Administration Services Limited

P.O. Box 9, Mansfield, Notts. NG19 7BL Telephone: 01623 683 585

Email: claims@ias-health.co.uk

#### Company

Syndicate 1991 at Lloyd's,

71 Fenchurch Street, London EC3M 4BS

#### Date of Issue

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

#### **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**.

#### **Geographical Limits**

Worldwide

#### 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 policy schedule 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

Syndicate 1991 at Lloyd's (the Company)

#### **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.

#### 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 policy schedule

#### Period of Insurance

The period stated in the IDEC Diver Accident insurance schedule.

#### **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.

#### Relative

Spouse, fiancé(e), civil partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay.

#### 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 travel insurance schedule, **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, policy schedule 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**, 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 24 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, offer, promise, payment or indemnity 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 26-27) **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**
- E The total sum payable in respect of any one **Accident** shall not exceed the aggregate sum of £500,000.00

## 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 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 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 Fitness to Dive

Your IDEC 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 with Us

#### 8 Condition Precedent

It is a condition precedent to cover that **You** must have a fitness to dive medical certificate from a **Medical Practitioner** or diving doctor and if it expires during the term of **Your** policy period, then a new one must be obtained on expiration of this fitness to dive medical certificate.

### 9 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 Syndicate 1991 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** agent or broker 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
DTW1991 /	www.dtw1991.com/pages/	data.protection@coverys.co.uk
<b>Coverys Managing Agency</b>	privacy-policy	The Data Protection Officer
Limited		Coverys Managing Agency Limited
		71 Fenchurch Street
		London
		EC3M 4BS
		+44 20 7977 0800

#### 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

# General Exclusions (applicable to all sections)

This insurance does not cover:

1

- A Any claim that is not as a result of an 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
- 2 Loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured 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 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 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 over 130 metres in depth unless agreed in writing by the Administrator after a written submission

- C 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
  - **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 and Commonwealth 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 26-27) 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** 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

# **Details of Cover**

### Section 1 – Emergency Medical and Other Expenses

- 1 As a result of an **Insured Person** sustaining an **Accident** whilst participating in **Recreational Diving** 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 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

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

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

#### 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**. In the case of death this section includes 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.
- 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.
- costs associated with travelling to and from a hospital or clinic more than 30 miles from **Your** normal place of residence to obtain medical opinion or ongoing treatment after a diving **Accident** or **Injury** incurred under this policy.

#### Section 4 - Personal Accident

To pay to the **Insured Person** the applicable under mentioned benefit if during the **Period of Insurance** the **Insured Person** sustains **Injury** caused by and **Accident** whilst performing **Recreational Diving** which independently of any other cause results within 12 months from the date of such bodily injury in the 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 (talotibular 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

- **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 £10,000
  - **B** in one ear £5,000
- 5 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 medical expenses incurred as a result of a covered loss after Insured Person returns home to the address stated by the Insured Person at the time of taking out this insurance for Medical Practitioner ordered services, approved medical therapies, medically approved alternative remedies and treatment, Patent Foramen Ovale (PFO) test when deemed medically necessary and subject to them not being recoverable from any other source and having been previously agreed by the Claims Handler
- other agreed medical and surgical procedures required as a consequence of the **Injury** claimed for under this policy that are covered by another source but are accepted by the **Company** and/or its **Claims Handler** as being unreasonably delayed.
- 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**.

Coverage under this section is expressly limited to medical conditions that first occur during the policy period and follow an **injury** caused by a **diving accident**. Claims arising from pre-existing conditions remain excluded in all cases.

### 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 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:

Insurance Administration Services Limited P.O. Box 9, Mansfield, Notts. NG19 7BL Telephone: 01623 683 585

Email: claims@ias-health.co.uk

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 travel insurance schedule.

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)20 8050 1991 or email: operations@maydayassistance.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 policy schedule

#### **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**

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

Marsa Alam Baromedical Marsa Shagra Marsa Alam (+2) 012 436 2222 (phone) Emergency (+2) 012 243 3116 Hyperbaric Medical Center
Dahab Next to Dahabeya Hotel
P.O.Box 61 Dahab +20 693 640 536 (phone)
dahabchamber@sinainet.com.eg
Hotline numbers: +20 101 433 325 +20 123 331
325

Naval Hyperbaric Medical Center (NHMC) El Corniche Rd Sekala Hurghada (+2) 065 3449 151 (phone) Emergency (+2) 065 3449 150 Hypermed- Hurghada Located in front of Hurghada Airport Korniche Road (Nr. Arabia Resort) Hurghada (+2) 012 218 7550 (phone) Emergency (+2) 010 218 7550

#### **JORDAN**

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

#### **MEXICO**

Cancun, Riveiera Maya, Cozumel Medica Hyperbarica Calle 6 entre avenidas 20 y 25 lote #10 Playa Del Carmen

#### Merida

Clinica de Marida Av. Itzaes No.242 Colonia Garcia Gineres Merida TEL: (999)9203913 Veracruz Clinica Hiperbarica Mejora 746 entre America y Catolica

TEL: 2020731

La Paz

Club Cantamar Bahia de Pichilingue TEL: (612) 1252575

**Acapulco** Camera Hiperbarica Villa Manuia **CAMERA HIPERBARICA 76 COSTA AZUL ACUPULCO** 

TEL: (744) 484-0894

**Puerto Vallarta** 

Autismo 2 Clinica Hiperbarica Peru 1068 Colonia 5 de Diciembre Puerto Vallarta TEL: (322) 2232006

#### Cyprus

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.

**Famagusta General Hospital** Christou Kkeli 25 Paralimni

Tel: + 357 23 2 00000

**Paphos General Hospital** 

**Anavargos Street** Anavargos **Paphos** 

Tel: +357 26 240200 / 803 100

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



#### DTW1991 Lloyd's Underwriters

71 Fenchurch Street London EC3M 4BS

+44 20 7977 0800

DTW1991.com

Coverys Managing Agency Limited
Registered in England 04690709
71 Fenchurch Street, London EC3M 4BS
Authorised by the Prudential Regulation Authority
Regulated by the Financial Conduct Authority
and the Prudential Regulation Authority