



IDEC DIVER ACCIDENT INSURANCE POLICY WORDING

COVERAGE

The underwriting **Company** hereby agrees to indemnify the **Insured** or on behalf of the **Insured** subject to the **Definitions, Provisions and Exclusions** contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** sustained while the Insured is engaged in **Sports Diving and spearfishing without the use of Scuba.**

DEFINITIONS

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
2. **Authoritative Diving Bodies** means recognised national controlling organisations, or organisations affiliated to **R.S.T.C.** or **C.M.A.S.** who provide guidelines and recommendations to their membership for safe diving practices.
3. **Injury** means bodily injury which: (a) is caused by an **Accident**, and (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, causing the death or disablement of the **Insured** within twelve months of the date of the accident.
4. **Claims Administrator** means the designated claims administrator (Dive Master Insurance Consultants Ltd)
5. **Assistance Company** means the agent (ONE ASSIST) of the underwriting **Company** authorised to assist the **Insured** as a result of an insured Accident.
6. **Company** shall mean certain Underwriters at Lloyd's.
7. **Insured** means the individual who has proposed insurance to the **Company** and is specified on the identification card.
8. **Loss of Limb** means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrevocable loss of use of hand, arm or leg.
9. **Immediate Emergency Medical Expenses** means expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and local emergency medical transportation at the time of the **Accident/Injury.**
10. **Sports Diving** means recreational snorkelling, recreational breath hold Free Diving and Apnoea, spearfishing without the use of Scuba and or recreational diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either SCUBA or surface supply diving and until the **Insured** stops using and removes said equipment.
11. Permanent **Total Disability** means disability which entirely prevents the **Insured** from attending to any business or occupation of any and every kind to which the **Insured** is suited by way of training or education and lasts 365 days and at the expiration of that period is beyond hope of improvement
12. **Reasonable Transportation Costs and Accommodation Expenses** means:
 - i) the costs to return the **Insured** to their Ordinary Place of Residence. This cover extends to the Insured's immediate family (partner and children) and/or travelling companion if the Insured was accompanied by them at the time of the accident/injury if these costs are not covered by a more specific policy and have been agreed by the **Claims Administrator.**
 - ii) the costs to search, recover and repatriate the Insured's mortal remains.
 - iii) 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.
 - iv) costs associated with travelling to and from a hospital or clinic more than 30 miles from your normal place of residence to obtain medical opinion or ongoing treatment after a diving accident or injury incurred under this policy.
13. **After the Event Medical Expenses** means:
 - i) medical expenses incurred as a result of a covered loss after returning home to the address stated to us by the **Insured** at the time of taking out this insurance for medical physician ordered services, approved medical therapies, medically approved alternative remedies & treatment, PFO tests, and PFO closures when deemed medically necessary and subject to them not being recoverable from any other source.
 - ii) 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 Administrator** 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 Administrator.**
14. **Search and Rescue** means activities authorized and instigated by or on behalf of the local Coast Guard, Police or other National or International emergency service responsible for safety at sea to rescue or save the **Insured.**

PROVISIONS

Provided always that:

1. The **Sports Diving** is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Bodies** or under training approved by the **Authoritative Diving Bodies**, however:
 - 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: This provision is subject to PROVISION 6 and EXCLUSION 10, all other policy conditions remain unaltered.

2. No costs shall be incurred or payments made without the consent of the underwriting **Company** or its designated **Claims Administrator**. This provision may be waived when emergency care needs to be administered.
3. The total sum payable in respect of any one **Accident** shall not exceed the aggregate sum of **£150,000.00**.
4. Payments shall only be made under the sections of the Schedule of Benefits if:
 - i) Under section 5.I death occurs within 365 days of the date of the **Accident**.
 - ii) Under section 5.II and 5.III **Loss of Limbs** occurs within 365 days of the date of the **Accident**.
 - iii) Under section 5.IV the **Insured** suffers **Permanent Total Disability** within 365 days of the date of the **Accident**.
5. The **Insured** is under the age of 70, unless specifically accepted by us following medical examination to confirm fitness to dive.
6. If you suffer a **Sports Diving Accident** during the period of insurance, you must obtain written confirmation that you have been deemed fit to dive from an approved diving medical physician following your **Accident**, before coverage may be reinstated under the IDEC policy.
7. We ask a series of medical screening questions when you apply for the IDEC policy, but should your medical condition change at any point during the period of cover then please notify Dive Master Insurance immediately.
8. It is a condition precedent to cover that in the event of a loss the **insured** will cooperate in providing medical records to Insurers or Insurers appointed medical experts in order to validate the claim.

Failure to comply with these provisions may invalidate your claim.

SCHEDULE OF BENEFITS

The underwriting **Company** will pay up to the limits set against each section. However, the maximum recoverable amount under this policy in the aggregate shall not exceed **£150,000.00**.

1. Immediate Emergency Medical Expenses	£100,000.00
2. Hyperbaric Treatment Costs	£100,000.00
3. Emergency Air Evacuation/Repatriation (at the option of the Company)	£75,000.00
4. Search & Rescue	£50,000.00
5. Reasonable Transportation Costs & Accommodation Expenses	£5,000.00
6. Personal Accident Coverage: If during the coverage period the Insured sustains Injury /death due to a Sports Diving Accident , the following benefits will apply:	
I. Death	£10,000.00
II. Loss of one limb	£ 5,000.00
Loss of one eye	£ 5,000.00
III. Loss of two limbs	£10,000.00
Two eyes or one of each	£10,000.00
IV. Permanent Total Disability	£10,000.00
7. After the Event Medical Expenses:	£50,000.00

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

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

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Radioactive contamination of any nature.
3. Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.

4. Willfully self-inflicted injury or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured's Sports Diving Activities**) and/or any self exposure to unnecessary risk (unless in an attempt to save human life).
5. Any pre-existing health condition which the insured was undergoing, suffering from, recovering from or awaiting treatment for prior to **Sports Diving** unless specifically agreed by us.
6. Any mental or psychological disorder of any nature & Sports Diving against medical advice.
7. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
8. Any **Injury/Accident** not reported to the **Claims Administrator** or **Assistance Company** within 31 days of the occurrence which may give rise to a claim under this insurance.
9. Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with SCUBA.
10. Subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes:
 - i) Sports Diving using compressed air, enriched air "nitrox" or other variable breathing gas where the Partial Pressure of Oxygen (PPO2) within the breathing gas exceeds 1.4 bar, and/or exceeding 80 metres for unsupported dives and/or 130 metres for supported dives unless underwriters agreement is obtained after a written submission.
 - ii) A lack of the correct diver certification and/or lack of provable experience by way of your logged dive records where this lack of certification and/or logged experience was directly causative of the **Accident/Injury**.

IMPORTANT NOTE: This Exclusion will not apply in an attempt to save human life.

11. Neither ONE ASSIST nor certain Underwriters at Lloyd's are responsible for the availability, quantity, quality or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical services.
12. Claims for unauthorised **Search and Rescue** costs.
13. Any accident that leads to broken or damage in the bones, broken vertebrae, ligaments, tendons and muscles unless the accident occurs in an unexpected and fortuitous way whilst performing the insured activity with a licensed school.

CANCELLATION

Insurers give you a Cooling Off Period of 14 days from the time you receive the policy. If the policy and schedule does not provide you with the protection that you want and you do not want to continue with the insurance you may cancel the policy within this period and obtain a full refund, provided that the period of insurance has not commenced. Cancellations made after the Cooling Off Period has ended and after the policy has commenced will be calculated at pro rata but subject to a maximum return of premium of 50%, and provided that no claims have been made or are pending. Only policies with periods of insurance in excess of 31 days can be cancelled after the Cooling Off period.

SUBROGATION & NON CONTRIBUTION CLAUSE

The underwriting **Company** has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. Where another policy covering the same claim is in force this policy shall apply only in excess of any amount paid under such other insurance.

JURISDICTION

This contract of insurance is subject to English Law and disputes arising will be dealt with by English Courts.

WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT

In the event of a Medical Emergency as a result of a Sports Diving Accident go to or call immediately the nearest physician or hospital without delay, then contact ONE ASSIST. ONE ASSIST will take the appropriate action necessary to assist you and continue to monitor your case until the situation is resolved. When calling please give your Name, ID number (**347311**) and brief description of the problem. ONE ASSIST can be contacted on the following numbers:

+44 (0) 1992 444 337

+34 97 174 6167

Collect Call if necessary.

Assistance Co-coordinators are multilingual and are available 24 hours daily, and assistance extends Worldwide

QUESTIONS AND COMPLAINTS

If **THE INSURED** has any questions or concerns about this insurance or the handling of a claim, please contact Dive Master through whom this insurance was arranged.

If **THE INSURED** wishes to make a complaint, **THE INSURED** can do so at any time by referring the matter to:

Policyholder & Market Assistance
Lloyd's Market Services
Lloyd's
One Lime Street
London
EC3M 7HA
United Kingdom

E-mail: Complaints@Lloyds.com

Telephone Number: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Complaints that cannot be resolved by Policyholder & Market Assistance may in certain circumstances be referred to the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

Any complaint **THE INSURED** may have regarding the way in which this insurance was sold should be addressed to **Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, England**. If **THE INSURED** is not satisfied with the manner in which such complaint has been dealt with **THE INSURED** may ask the

Policyholder & Market Assistance

to review the case without prejudice to your rights in law. The address is:

Lloyd's, One Lime Street, London, EC3M 7HA. Tel: 0207 327 5693

If the matter is still not resolved to your satisfaction, then in certain circumstances you have the right to refer the matter to the: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

FINANCIAL SERVICES COMPENSATION SCHEME

Dive Master Insurance Consultants Ltd are covered by the Financial Services Compensation Scheme. **The Insured** may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If **The Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk