

IDEC DIVER ACCIDENT INSURANCE POLICY WORDING

Issued by
Dive Master Insurance Consultants Ltd
Kingsbridge House, 17-23 Rectory Grove, Leigh-on-Sea
Essex SS9 2HA, England
Telephone Number: +44 (0) 1702 476902
Facsimile Number: +44 (0) 1702 471892

as agents acting on behalf of Lloyd's Underwriters under Contract No. [BW0027615]

IMPORTANT INFORMATION ABOUT YOUR POLICY

Please read this document and the Schedule of Insurance carefully to avoid any misunderstanding and check all the details are correct and that you have the protection you need and know what to do should you have a loss or need to claim. Please notify Dive Master if any information you have provided to us changes. Failure to do so may invalidate your cover in the event of a claim. If you have any questions please contact Dive Master by telephone or write to us.

THE FINANCIAL CONDUCT AUTHORITY

Dive Master Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority (FCA Reg. No. 306316).

You can check their website www.fca.org.uk which includes a register of all the firms they regulate.

GOVERNING LAW AND DISPUTES

This contract of insurance shall be governed by and construed in accordance with the law of England and Wales.

Any dispute or difference arising under or in respect of this policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

CONTRACT RIGHTS

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

LANGUAGE OF CONTRACT OF INSURANCE

Unless otherwise agreed, the language of this contract of insurance shall be English.

HOW WILL WE USE YOUR DATA

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to **THE UNDERWRITERS** and us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this insurance

SANCTIONS CLAUSE

THE UNDERWRITERS shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

ANNUAL POLICY HOLDERS- AUTO RENEWAL SERVICE

To make sure you have continuous cover under your policy, Dive Master will aim to automatically renew (autorenew) 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 autorenewal option. Otherwise we will collect the renewal premium(s) from the credit card or debit card used for your original purchase.

Wording Reference: DMUKIDEC011015

1

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 cases Dive Master may not be able to automatically renew your policy. We will let you know at the time if this is the case.

Dive Master are entitled to assume that your details have not changed and you have the permission of the card holder unless you tell us otherwise. Dive Master will not retain your payment details. We 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 us on +44 (0) 1702 476902

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 **Recreational Diving and spearfishing** without the use of Scuba.

DEFINITIONS

- Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 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.
- 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.

2

- 7. **Insured** means the individual who has proposed insurance to the **Company** and is specified on the schedule of insurance.
- 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.
- 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. Recreational Diving means recreational snorkelling, recreational breath hold Free Diving and Apnoea, 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 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 for search for, 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 and having been previously agreed by Underwriters
- 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**.
- 15. **Medically necessary** for PFO Closure means- After sustaining decompression illness (DCI) because of an **Accident** and diagnosis of a Patent Foramen Ovale is the established cause for the DCI. Underwriters will pay for the closure of the PFO if the closure procedure is not already covered by a preexisting source that could be engaged to carry out the procedure, and only when closure is necessary to avoid threat to the **Insured**'s life excluding diving causes.

PROVISIONS

Provided always that:

3

- The 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
 - 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 13, 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 at one of the treatment centres noted in the accompanying "IDEC International Treatment Advice".
- 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. In the event of a loss or **Injury** in one of the territories outlined in the accompanying "IDEC International Treatment Advice" **The Insured** must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to underwriters prior approval.
- 7. If you suffer a **Recreational 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.

Furthermore:

- 8. It is a condition precedent to cover that in the event of a loss the **Insured** will cooperate in providing medical records or any other information required to validate a claim to Insurers or Insurers appointed medical experts.
- 9. 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.
- 10. It is a condition precedent to cover that if you have provided us with a fitness to dive medical from a general practitioner or diving doctor that expires during the term of your policy period, then a new one must be provided to us on expiration of this medical.

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		£75,000.00		
	(at the option of the Company)				
4.	Search & Rescue		£50,000.00		
5.	Reasonable Transportation Costs & Accommodati	on Expenses	£5,000.00		
6.	6. Personal Accident Coverage: If during the coverage period the Insured sustains Injury/death due to a				
	Recreational Diving Accident, the following benefits v	will apply:			
	i) Dooth		010 000 00		

1)	Death	£10,000.00
ii) l	Loss of one limb	£5,000.00
iii) .	Total Loss of sight in one eye	£5,000.00
iv)	Total Loss of hearing in one ear	£5,000.00
v)	Loss of two limbs	£10,000.00
vi)	Sight in both eyes , hearing in both ears or one of each	£10,000.00
vii)	Permanent Total Disability	£10,000.00

The Maximum payable under this section is £10,000

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 Recreational 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 **Recreational Diving** unless specifically agreed by us.
- 6. Any mental or psychological disorder of any nature and the consequence of a covered **Accident** leading to mental or psychological disorder.
- 7. Recreational Diving against medical advice.

4

- 8. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
- 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.
- Any and all Injury sustained while using a speargun or similar device when used in conjunction with SCUBA.

- 11. Any freediving competition or national or international record attempts unless specifically agreed by the Underwriters in writing.
- 12. Any costs for non-emergency medical expenses when the insured 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.

Furthermore:

- 13. Sports diving is subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes diving:
 - i) that is not carried out in accordance with the guidelines and recommendations for safe **Recreational Diving** practices as established by the **Authoritative Diving Bodies**
 - ii) over 130 metres in sea water unless Underwriters agreement is obtained after a written submission
 - iii) without the correct diver certification and/or lack of provable experience by way of your logged dive records.

IMPORTANT NOTE: This Exclusion will not apply in an attempt to save human life & accidental breach due to faulty equipment or provable experience by way of your logged dive records.

- 14. 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.
- 15. Claims for unauthorised Search and Rescue costs are excluded.
- 16. This insurance excludes any **Accident** that leads to broken bones or damage to the bones, teeth, braces or palate, broken vertebrae, damage to ligaments, tendons and muscles unless the **Accident** occurs in an unexpected and fortuitous way whilst performing the **Insured** activity with a licensed dive school.
- 17. All claims incurred whilst out of the water unless verified by a licensed dive school within 7 days of the incident are excluded
- 18. Illness, sickness or disease not directly identifiable as a result of a diving Accident are excluded.
- 19. Medical Expenses for damage to the teeth, braces or palate is limited to £2000
- 20. **Medical Expenses** incurred in a territory outlined in the "IDEC International Treatment Advice" at a medical facility not listed without the **Company's** prior approval are excluded.

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, 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.

The Underwriters hold the right to cancel this Insurance at any time within the Period of Insurance by giving written notice. It is agreed that the insurer shall not give less than fifteen (15) days prior notice of cancellation to the **Insured**. This Insurance will then be cancelled on the basis of a pro-rata refund provided there is no claim paid or outstanding, in which case no refund will be offered.

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. This policy will not contribute to any claims that would or have been declined under the terms of this policy or any endorsements, conditions or exclusions issued to the **Insured** with this policy.

WHAT TO DO IN THE EVENT OF A RECREATIONAL DIVINGACCIDENT

In the event of a Medical Emergency as a result of a **Recreational Diving Accident** go to or call immediately the nearest physician or hospital without delay, then contact ONE ASSIST. If you are in a territory outlined in the accompanying "IDEC International Treatment Advice" you must contact one of the treatment facilities listed. If you wish to use a facility not listed in the "IDEC International Treatment Advice" you must contact ONE ASSIST for prior approval. 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 Insurance through whom this insurance was arranged.

In the event that **THE INSURED** remains dissatisfied and wishes to make a complaint, they may do so at anytime by referring the matter to the Complaints Manager at Dive Master Insurance. The address is:

Complaints Manager Dive Master Insurance Consultants Ltd, Kingsbridge House, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, England

Telephone Number: +44 (0) 1702 476902 Email: complaints@divemasterinsurance.com

If **THE INSURED** remains dissatisfied after Dive Master Insurance has considered their complaint, they may refer their complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints. If **THE INSURED** remain dissatisfied after Lloyd's has considered their complaint, **THE INSURED** may have the right to refer their complaint to the Financial Ombudsman Service at:.

South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom

6

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

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



Dive Master Insurance IDEC International Treatment Advice

IMPORTANT NOTE: This advice forms part of your policy wording. See Provisions 2 & 6 and "WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT"

EGYPT RED SEA

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

Naval Hyperbaric Medical Center (NHMC)

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

Hypermed

+20 123 331 325

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

Veracruz

Clinica Hiperbarica Mejora 746 entre America y Catolica

TEL: 2020731

Acapulco

Camera Hiperbarica Villa Manuia CAMERA HIPERBARICA 76 COSTA AZUL ACUPULCO

TEL: (744) 484-0894

Merida

Clinica de Marida

Av. Itzaes No.242 Colonia Garcia Gineres

Merida

TEL: (999)9203913

La Paz

Club Cantamar Bahia de Pichilingue TEL: (612) 1252575

Puerto Vallarta

Autismo 2 Clinica Hiperbarica Peru 1068 Colonia 5 de Diciembre Puerto Vallarta

TEL: (322) 2232006

Cyprus

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

Emergency Assistance and Making a Claim

If you require immediate medical assistance or you are hospitalised then please notify One Assist as soon as possible. Assistance coordinators are multi-lingual and are available 24 Hours daily. The Emergency telephone number is +44 (0) 1992 444 337.

When calling ONE ASSIST please state: Your Name, I.D reference number (347311) policy number and a brief description of the incident.

Alternative facilities may also be used but are subject to prior approval of the **Company**. Medical Expenses incurred without the Company's prior approval are excluded.