



## 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**.

### 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 (CEGA Group) of the underwriting **Company** authorised to assist the **Insured** as a result of a **Sports Diving 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, 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 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. Supported **Sports Diving** deeper than 80 metres and up to a maximum depth of 130 metres which is subject to EXCLUSION 10 of this policy is only covered when utilising adequate surface support, adequate support/rescue divers and adequately deployed stage decompression breathing gas, at dive locations where appropriate medical treatment and appropriate hyperbaric treatment is available and within no more than one hour travelling time from the dive site.
7. If you suffer a **Sports Diving Accident** during the period of insurance, you must obtain written confirmation that you have been deemed as fit to dive from an approved diving medical physician following your **Accident**, before coverage may be reinstated under the IDEC policy.

## 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. <b>Immediate Emergency Medical Expenses</b>	<b>£100,000.00</b>
2. <b>Hyperbaric Treatment Costs</b>	<b>£100,000.00</b>
3. <b>Emergency Air Evacuation/Repatriation (at the option of the Company)</b>	<b>£75,000.00</b>
4. <b>Search &amp; Rescue</b>	<b>£50,000.00</b>
5. <b>Reasonable Transportation Costs &amp; Accommodation Expenses</b>	<b>£5,000.00</b>
6. Personal <b>Accident</b> Coverage: If during the coverage period the <b>Insured</b> sustains <b>Injury</b> /death due to a <b>Sports Diving Accident</b> , the following benefits will apply:	
I. Death	<b>£15,000.00</b>
II. Loss of one limb	<b>£ 5,000.00</b>
Loss of one eye	<b>£ 5,000.00</b>
III. Loss of two limbs	<b>£10,000.00</b>
Two eyes or one of each	<b>£10,000.00</b>
IV. <b>Permanent Total Disability</b>	<b>£10,000.00</b>
7. <b>After the Event Medical Expenses:</b>	<b>£50,000.00</b>

## 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**.
6. Any mental or psychological disorder of any nature.
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 an aqualung.
10. Subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes:
  - i) **Sports Diving** deeper than 50 metres on breathing Air.
  - ii) Unsupported **Sports Diving** deeper than 80 metres on appropriate mixed breathing gas or where the Partial Pressure of Oxygen (PPO2) within the breathing gas exceeds 1.4 bar.
  - iii) Supported **Sports Diving** deeper than 130 metres where the Partial Pressure of Oxygen within the breathing gas exceeds a PPO2 of 1.4 bar. See **PROVISION 6**.
  - iv) 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 CEGA 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.

#### **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**

The underwriting **Company** has the right to recover against any other valid Insurance Policy or Source which could be called into contribution.

#### **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 CEGA Group.

**GIVE YOUR NAME, I.D NUMBER "IDEC 01" AND A BRIEF DESCRIPTION OF THE PROBLEM.**

Assistance Co-coordinators are multilingual and are available 24 hours daily. CEGA ASSISTANCE EXTENDS WORLDWIDE.

CEGA Group will immediately take the appropriate action necessary and continue to monitor your case until the situation is resolved.

#### **NOTICE TO PHYSICIANS AND HOSPITALS**

**CONTACT CEGA GROUP IMMEDIATELY FOR BENEFITS VERIFICATION & PROCEDURES (Call collect, if necessary)**

CEGA Group, Funtingdon Park, Cheesmans Lane, Funtingdon, Chichester, West Sussex, PO18 8UE

Tel: +44 (0) 1243 621562 Fax: + 44 (0) 1243 773169 Email: assistance@cegroup.com

#### **COMPLAINTS**

Any complaint you may have regarding your policy or the way in which it was sold to you may be addressed to **Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, England**. If you are not satisfied with the manner in which your complaint has been dealt with you may ask the **Complaints and Advisory Department at Lloyd's** to review your case without prejudice to your rights in law. The address is: **Lloyd's, 1 Lime Street, London, EC3M 7HA. Tel: 0207 327 5693**

For UK residents if the matter is still not resolved to your satisfaction, then you have the right to refer the matter to the: **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR**

**This EMERGENCY DIVING INSURANCE is underwritten by certain UNDERWRITERS AT LLOYD'S OF LONDON**