

PROFESSIONAL DIVING INSURANCE



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GENERAL INFORMATION

1. Diving Risks Insurance Specialists

This policy, the policy schedule and any endorsements are based on the information **you** provided **us** and form the contract of insurance between **you** and **us**. Each **Insured** should read this policy, policy-schedule and any endorsements carefully, keep them in a safe place and refer to them should a policy service be required or a claim occur.

2. DAN Europe Foundation

This diving and associated risks insurance policy has been issued by **insurers** to **you** a DAN Europe Foundation member resident in the countries and **territories** that are the responsibility of DAN Europe Foundation. These countries include Geographic Europe, the countries bordering the Mediterranean Sea and the Red Sea, the Middle East and the countries bordering the Persian Gulf, the countries bordering the Indian Ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries. It is DAN Europe's understanding that all citizens or residents of the above countries and territories can subscribe to and become members of the Foundation. However citizens of or residents in countries outside the European Union or European Economic Area whilst being entitled to purchase membership benefits and services may be restricted from purchasing insurance products. If **you** are a citizen of or resident in these countries **you** are recommended to contact the **Administrator** prior to purchasing membership and insurance to confirm what membership and insurance benefits **you** are entitled to and to ensure that **your** membership documents are correctly issued.

3. Important Information

Your right to cancel — if having purchased this insurance **you** decide that it does not meet **your** requirements please return this policy at once to:

The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, 64026 Roseto degli Abruzzi (TE), Italy or telephone on +39085-8930333 within 14 days of the **Date of Issue** and provided that no claim has been made and **you** have not travelled and/or dived the premium will be refunded in full.

Health — this insurance contains certain exclusions and conditions about the state of health of all **Insured** covered by this insurance. If **you** are in any doubt as to whether **you** or any other persons are eligible for full cover, please contact;

The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office – Medical Referrals Helpline, on +39085-8930333 during normal office hours) or by fax on +39085-8930050 or alternatively email to medicalreferrals@daneurope.org

Your enquiry will be handled confidentially and **you** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Helpline Reference.

Material Facts — **you** MUST tell **us** all **Material Facts**. A **Material Fact** is one which is likely to influence the cover provided. If, after buying the policy or booking a **Journey** or dive (whichever is the later), a **Material Fact** becomes known or changes **you** must tell **us** and **we** reserve the right to impose special terms. If you are in doubt as to whether a fact is 'material', you should tell us by completing a medical self-declaration form.

If **you** do not, this may result in **your** claim not being paid. Examples of **Material Facts** include pre-existing medical conditions or previous dive related **accidents** or anything which increases the likelihood of a claim being made under this policy.

Please contact The **Administrator**, VING Insurance Brokers Ltd, Continental Operations Office – Medical Referrals Helpline, on +39085-8930333 (during normal office hours) or by fax on +39085- 8930050 or alternatively e-mail to medicalreferrals@daneurope.org

Your enquiry will be handled confidentially and **you** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Helpline Reference.

4. How to register a complaint

It is **our** intention to provide an excellent service to all **our** policyholders, however, **we** recognise that there may be occasions when **you** feel that this has not been achieved. If **you** are unhappy with any aspect of the service that **you** receive, please contact either **your** usual insurance adviser or:

The Complaints Manager

HING Insurance Brokers Ltd

DAN Building, Level 2-3, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta

Telephone no. +356 2016 1631 Email: daneuropecomplaint@vinginsurance.com

Please state the nature of **your** complaint, the Policy and/or Claim Number, the name of any claim handling organisation with whom **you** have been dealing and their reference number.

If after taking this action **you** are still unhappy with **our** response please write to:

The Managing Director

International Diving Assurance Ltd
DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
Telephone no. +356 2016 1646 Email: daneuropecomplaint@idassure.eu

If **you** are still unhappy, **you** may seek assistance from:

The Complaints Officer, Malta Financial Services Authority,

Notabile Road, Attard BKR14, MALTA. e-mail: consumerinfo@mfsa.com.mt;
Phone: Freephone 00356 800 74924 or normal MFSA lines on 00356 21441155

The existence of this complaints procedure does not affect any right of legal action **you** may have against International Diving Assurance Ltd (the **Insurer**).

5. Insurer Information

This insurance policy is underwritten by International Diving Insurance Limited, an insurance undertaking incorporated in Malta at DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex XBX1431 (C36602) and authorised by the Malta Financial Services Authority to carry on the business of insurance in terms of the Insurance Business Act 1998.

This insurance policy is distributed by VING Insurance Brokers Limited, the **Administrator**, an insurance intermediary incorporated in Malta and authorised by the Malta Financial Services Authority to carry on insurance intermediary activities on behalf of International Diving Insurance Limited.

International Diving Insurance Limited and VING Insurance Brokers Limited made a valid notification to the Prudential Regulation Authority ('PRA') in the UK, to continue carrying out business in the UK, under the Temporary Permission Regime (TPR).

6. Reciprocal Health Agreement

When travelling to or within European Union Countries **you** are strongly advised to obtain a European Health Insurance Card (EHIC), which will entitle **you** to benefit from the reciprocal health agreements which exist between European Union countries.

7. Travel Warnings by the Government of your Country of Residence

This insurance policy provides cover in respect of any **Journey** to a destination where the Government of **your Country of Residence** has advised against travel. Cover is subject to the terms and conditions of this insurance policy.

Please note that in the event of an advice against travel by the Government of **your Country of Residence**, we might not be able to provide appropriate **Emergency Medical Assistance** via **our 24/7 Emergency Operating Centre**. Such **Emergency Medical Assistance** may include but is not limited to evacuation and / or repatriation.

8. Basis of Diving and Travel Assistance Cover

We will (unless specified to the contrary) provide EACH **Insured** named in the policy schedule with insurance in the manner described in each Section of this policy subject to the terms, provisions, conditions, limitations and exclusions therein and the General Exclusions and General Conditions of this policy.

THIS IS NOT a private medical insurance policy and only gives cover during a diving activity or in the event of accident or illness that manifests itself during a **Journey**. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence, no without charge public service available or no other more specific health or travel insurance cover. **We** also reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **you** will be expected to allow **us** or **our** representatives unrestricted access to all **your** medical records and information.

9. How to make a Claim

1. If there are any circumstances that may give rise to a claim under this policy the **Insured** (or his/her legal or personal representatives) must in respect of any claim:
 - a. Other than a claim under Section 3 – Legal Expenses, contact the Claims Handler as soon as practicable but within 5 working days of such circumstances arising (or within 5 days of returning from the **Journey** if such circumstances arise during the **Journey**):
 1. giving brief details of such circumstances and requesting a claim form
 2. when contacting the Claims Handler please quote the DAN membership number or the Policy Number stated in the policy schedule
 - b. Complete and return the claim form together with all receipts, reports and evidence requested on the claim form. All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**. Please note that in certain circumstances more immediate action is required to ensure that **your** claim is not prejudiced.

2. **Medical Expenses Claims** — the *Insurer* via its **24/7 Emergency Operating Centre** MUST BE NOTIFIED PRIOR TO:
 - a. The *Insured* being admitted as an inpatient at any hospital, clinic or nursing home
 - b. Any repatriation arrangements being made
 - c. Burial, cremation or transportation of the *Insured's* body
 - d. Any hospital transfer being arranged or return home costs incurred

3. **Legal Expenses and Civil, Legal and Professional Liability Claims** —
 - a. DO NOT admit liability or offer or promise any payment or indemnity
 - b. Forward to the Claims Handler IMMEDIATELY upon receipt, every letter, claim, writ, summons or process
 - c. Notify the Claims Handler in writing IMMEDIATELY that **you** have knowledge of any impending prosecution, inquest, fatal **accident** or ministry inquiry in connection with any **accident** that may result in a claim
 - d. Comply with the policy Claims Conditions and Procedures

4. FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM. Please refer to the appropriate Section for full details.

5. **YOU MUST ALSO:**
 - a. Give all information and assistance that the *Insurers* may require
 - b. Comply with all reasonable deadlines set by the *Insurers*
 - 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.

GENERAL DEFINITIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

Wherever these words or phrases appear in **bold italic type** in this policy, other than in respect of Section 3 Legal Expenses they will have these meanings:

1. **24/7 Emergency Operating Centre** means the assistance services provided by the Contractor engaged by **us** to provide a 24/7 emergency contact service to **you**
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:
 - a. barotrauma and decompression sickness (including suspected DCI if diagnosed by **us**);
 - b. asphyxia of a non-pathological origin;
 - c. acute poisoning or envenomation caused by the ingestion or absorption of substances;
 - d. drowning;
 - e. exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable;
 - f. sunstroke or heatstroke;
 - g. injuries and traumas in general including when caused by marine life occurring anywhere in the world
3. **Administrator** means VING Insurance Brokers Ltd, Continental Operations Office, C.da Padune 11, P.O. BOX 77, 64026 Roseto degli Abruzzi TE, Italy
4. **Air Travel** means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight
5. **Bodily Injury** means identifiable physical 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, occasions the death or disablement of the **Insured** within twelve months from the date of the **Accident**
6. **Complicated Pregnancy** means any condition as inpatient in a hospital for illness not connected with pregnancy, however, adversely affected by conception and/or caused by pregnancy. They are nephritis, nephropathy, heart decompensation, threatened abortion and any other medical and surgical conditions of equivalent or severer nature. **Complicated pregnancy** also means the unintentional cesarean section, extrauterine pregnancy and spontaneous abortion. **Complicated pregnancy** does not include neurovegetative phenomena in the first 3-month period, hyperemesis gravidarum, preeclampsia and those conditions associated with a **complicated pregnancy**, which however do not represent any complicated nosology independent of pregnancy
7. **Country of Residence** means **your** country of permanent **residence** provided by **you** when applying for this Insurance. This is the country where **you** will be repatriated in the event of a medical emergency, if required
8. **Diving Activity / Diving Activities** means:
 - a. diving with scuba or rebreather apparatus from the moment **you** lift **your** assembled Buoyancy Compensator Device / underwater breathing apparatus to wear it and enter water, until **you** totally exit water and **your** scuba tank or rebreather unit is placed on the ground;
 - b. breath-hold diving, from the moment **you** completely enter until **you** exit water.
9. **Diving Bodies** means recognised national controlling organisations whether or not affiliated to R.S.T.C. or C.M.A.S. who establish and publish guidelines and recommendations to their membership for safe diving practice
10. **Emergency Medical Assistance** means any request made for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**
11. **Insured/you/your** means each person or company stated in the policy schedule as being **insured**
12. **Insurer/we/our/us** means International Diving Assurance Ltd, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
13. **Journey/s** means
 - a. **Sport Diving** Insurance: a trip outside **your** declared **country of residence** not undertaken as a result of **your** work, occupation, or any profession and not lasting longer than the number of days per trip defined in the policy schedule
 - b. **Professional Diving** Insurance: a trip outside **your** declared **country of residence** not undertaken as a result of **your** work, occupation, or any profession other than **Professional Diving** and not lasting longer than the number of days per trip defined in the policy schedule
14. **Loss of limb** means loss by physical separation of, a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg
15. **Material fact** means facts about **you** or **your** activities that are likely to influence **us** in accepting **your** insurance.

- This includes medical conditions that may disqualify **you** from diving or **your diving activities** where these are technical or not within the safe practices published by reputable **diving bodies**. If **you** have any doubt as to whether a fact is 'material' **you** should tell **us** in writing by e-mail or for medical **material facts** by completing a medical self-declaration form
16. **Medical expenses** means expenses necessarily incurred by **you** for medical, hospital, surgical, manipulative, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire and other medical evacuation expenses from the location of the **accident** to the nearest reasonable treatment centre
 17. **Period of Insurance** means the **Period of Insurance** stated in the Policy Schedule
 18. **Permanent Total Disablement** means disablement which entirely prevents **you** from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
 19. **Professional Diving** means the provision of advice and instruction in snorkel and/or **recreational diving** including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including personal **Recreational Diving Activity** and work (both voluntary and remunerated) for civil protection agencies. **Diving Activities** directly or indirectly related to scientific, exploratory or media activities are also considered **professional diving** (unless purely voluntary without any form of remuneration or reward)
 20. **Recreational Diving** means all snorkelling, and **recreational Diving Activities** (including voluntary work for civil protection agencies) carried out by the **Insured** as stated in the Schedule attached to this Policy with or without breathing apparatus whether as a student or not including:
 - a. Compressed air diving in any form
 - b. Enriched air "nitrox" diving with fixed percentages with an open circuit or a "rebreather"
 - c. The use of oxygen enriched air or of oxygen to maximize decompression safety
 - d. The use of normoxic "Trimix" mixtures at depths less than 50m to minimize the narcotic effects of compressed air;
DAN Europe recommends gas partial pressures up to a maximum of 1,6ATA Oxygen and 5,6ATA Nitrogen in the breathing mixture
 - e. **Technical Diving** as defined subject to the medically recommended gas partial pressures of 1,4ATA Oxygen or up to a maximum of 1,6ATA Oxygen and 3,95ATA Nitrogen in the breathing mixture
 21. **Residence** means the residential address included in **your** application or renewal for this insurance and which appears on the Schedule of the Policy
 22. **Repatriation Expenses** means expenses approved by **Us** as necessary to return **you** to **your Country of Residence** in the most appropriate medical and economical manner including where in **Our** opinion it is medically necessary by air ambulance
 23. **Technical Diving** means dives conducted with the use of variable gas mixtures (Nitrogen-Helium-Oxygen otherwise called Trimix or Helium – Oxygen otherwise called Heliox) up to depths not exceeding 130 metres. On written submission of a full dive profile and proposed safety and support measures **insurers** may consider providing specific per dive insurance for any dive exceeding 130 metres and/or the maximum gas partial pressure limits allowed above
 24. **Temporary Total Disablement** means disablement which for not more than 52 weeks entirely prevents **you** from attending to **your** business or occupation of any and every kind
 25. **Territory/territories** means the DAN Europe countries which include geographic Europe, the countries bordering the Mediterranean sea and the red sea, the middle east and the countries bordering the Persian Gulf, the countries bordering the Indian ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries including any other country or territory as may be noted in the schedule attached to this policy
 26. **Terrorism** means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this clause any loss, destruction or damage is not covered by this Insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the **Insured**
 27. **Unexpected Illness** means any acute illness unknown to the **Insured**, which, even if sudden or unforeseen, cannot be related to pre-existing medical conditions known to the **Insured**

Words in the masculine gender shall include the feminine.

Schedule means the document providing **you** with written confirmation of cover for insurance for one year.

Endorsement means the document confirming any alteration in **your** insurance confirmed by **insurers**.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

1. **Precautions** — The **Insured** MUST:
 - a. Take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering any property insured
 - b. Not book or undertake the **Diving Activity** or **Journey** against medical advice
2. **Insurer's rights in the event of a claim in respect of all Sections other than Section 3** — Legal Expenses
 - a. The **Insurer** shall be entitled but not bound to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** 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
 - b. The **Insurer** shall be entitled at any time in its own name or in the name of the **Insured** to take action to effect the recovery of all or any part of a claim for emergency **medical expenses** or **repatriation expenses** or for securing reimbursement in respect of any claim settled and the **Insured** shall give the **Insurer** all information and assistance in so doing.
3. **Claims** — If there are any circumstances that may give rise to a claim under this policy the **Insured** must follow the procedure *How to Make a Claim*, detailed in *General Information*.
4. **Fraud** — If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or if there has been a misstatement or concealment by the **Insured** or any person acting on behalf of the **Insured** to obtain benefit under this policy, all benefit hereunder shall be forfeited
5. **Cancellation** — **We** may cancel this policy by giving **you** 30 days notice of cancellation in writing by recorded delivery to **Your** last known **Residence** and by returning a proportionate part of the premium for any unexpired **period of insurance**. **You** may cancel this policy by returning it to **Us** together with written cancellation instructions at any time within 14 days of the inception or renewal date of the Policy and provided that no claim has been made or **Journey** commenced or that **you** have not dived the premium will be refunded in full
6. **Observance** — The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy so far as they relate to anything to be done or complied with by the **Insured** and the disclosure of all **Material Facts** shall be a condition precedent to any liability of the **Insurers** to make any payment under this policy
7. **Arbitration in respect of all Sections other than Section 3** — Legal Expenses — If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Malta. The place of arbitration shall be in Malta and the language of the arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**
8. **Jurisdiction** — The **Insured** and the **Insurers** have agreed that this policy shall be governed by and construed in accordance with Maltese Law which will have exclusive Jurisdiction on any policy disputes which will be based on the English policy version
9. **Uninsured Expenses** — If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers** on the **Insured's** behalf or any additional or increased costs and/or expenses incurred by the **Insurers** as a result of the **Insured's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured** shall repay all such costs and/or expenses to the **Insurers** within 30 days of his/her being requested to do so by the **Insurers**
10. **Other Insurance or Indemnities** —
 - a. The **Insurers** will not seek contribution from any other insurance held by the **Insured** in respect of any claim under Section 1.2 – Death and Disability
 - b. The **Insurers** will seek contribution from any other insurance held by the **Insured** where:
 1. There is in force insurance covering the same claim in which case this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
 2. The **Insured** also seeks to obtain indemnity in respect of the same claim from any other insurance in which case the **Insurers** will not be liable to pay more than their proportionate share of any such claim, costs and expenses in connection therewith
11. **Data Protection Act** — Personal Information — The **Insurer** may collect, hold and process certain types of information regarding the **Insured** for particular purposes as allowed by law and in accordance with the **Insurer's** Data Protection and Privacy Statement (a copy of which can be obtained from **us** on request). Due to the sensitive nature of some of this information the **Insured**, by accepting this policy, consents to the **Insurer** to process this information and where required by the **Insurer** to pass this information to third parties such as loss adjusters and other agents

12. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

1. This insurance does not cover any:
 - a. Person:
 1. Aged 75 or over unless, 30 days before renewing or incepting insurance, a medical report is submitted to **Insurers** who after consultation with their medical officers may accept that the **Insured** is fit for **Diving Activity**. No coverage is provided to any person over the age of 75 unless the policy specifically confirms this in writing
 2. Who is a resident outside DAN Europe **Territories** unless this policy specifically confirms this in writing
 - b. Loss, damage, **bodily injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any:
 1. Manual work, commercial activities or hazardous occupation of any kind undertaken by **you** during **your Journey**
 2. Wilful, malicious or criminal act of the **Insured** or breach of any law or enactment by the **Insured** or arising out of **Your** gross negligence
 3. Participating in professional sports or hazardous sports of any kind other than underwater sports
 - c. Claim arising out of a **Material Fact** which was not declared to **us** by completing a self-declaration form either when **you** purchased this insurance or up to the date of the **Insured's Journey**
 - d. Claims arising if at the time of purchasing this insurance the following **material facts** were existent and the **Insured** or a travelling companion:
 1. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 2. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
 3. Have had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months
 4. Have been taking continuous medication and have had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated
 5. Have any medical conditions for which they are on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
 6. Have been advised of a terminal prognosis

However the **Insurer** may agree in writing not to apply exclusions d.1 to d.6 or the **Insurer** may impose special terms if **you** apply to the **Insurer** with details of the condition by completing a self-declaration form and this insurance is suitably endorsed.

- e. Claim caused by or arising from:
 1. Wilfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
 2. Mental illness
 3. Myocardial infarction and its consequences, hernias and the breaking of subcutaneous tendons, unless such diseases are the consequence of an insured external and violent cause
 - The above exclusion (e. 3) does not apply in regards to first emergency medical assistance to stabilize the **insured's** medical condition, where such occurrences were unforeseen and unexpected
 4. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
 5. Epidemic and pandemic diseases of any kind.
- f. Death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured's** own criminal act
- g. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war
- h. 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
- i. 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
- j. Discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
- k. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action.

- l. Loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
 - m. Claim directly or indirectly caused by, contributed to or arising from:
 - 1. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2. The radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof
 - n. Claim directly or indirectly caused by, contributed to or arising from a **Journey** to a destination where the Government of **your Country of Residence** has advised against travel
2. The **Insurer** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Section 1 - Diving Risks.
3. The **Insurer** shall not be liable for any claims arising directly or indirectly from:
- a. Medical treatment or expense prescribed or administered by a family member of the **Insured**
 - b. Medical treatment or expense not approved as necessary or of a medical nature
 - c. Aesthetic treatments, complications following vaccinations or for treatment from chiropractors and osteopaths
 - d. Actions for damages brought in a court of law outside the **Territories** unless such action is made under the laws applicable within the **Territories**. If actions for damages are brought in a court of law outside the **Territories** and not under the laws applicable within the **Territories**, then the cover would be limited to such costs, expenses and awards as would have been applied under the laws of Malta
 - e. Actions brought in a court of law within the **Territories** to enforce a foreign judgement whether by way of reciprocal agreement or otherwise unless in accordance with article 3.d above
4. Contracts (Rights of Third Parties) Exclusion Clause – Neither this policy nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. This clause shall not affect the rights of the **Insured** (as assignee or otherwise) or the rights of any loss payee.

COVERAGE SECTIONS

SECTION 1: DIVING RISKS

The **Insurers** hereby agree that if an **Accident** occurs during a **Diving Activity** within the **period of Insurance** then **we** the **Insurers** will pay to or on behalf of the **Insured** reasonable **Medical Expenses** and if necessary **Repatriation Expenses** incurred as a result and the death or disability benefits after the total claim shall be substantiated.

You will be covered during **Professional Diving** for the following expenses as long as in **Our** opinion following consultation with **Our** Medical Officers, these expenses are medically necessary and the costs reasonable.

In respect of coverage under this Section, the definition of **diving activity** is deemed to include:

1. Assembly/disassembly and checking of diving equipment
2. Kitting up with and kitting off from diving equipment
3. Loading and unloading of diving equipment onto a means of transport for the purpose of directing oneself towards or from a dive location
4. Embarkation or disembarkation onto/from a dive boat.

1. Emergency Medical Expenses & Repatriation

1. **Medical Expenses you** will have to pay or which **We** may elect to pay on **your** behalf, inside or outside **your Country of Residence**. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, emergency dental treatment, emergency transport by ambulance (or other rescue service to take **you** to the hospital or clinic), nursing home and nursing costs
2. The **Repatriation Expenses** or extra cost of returning to **your** home in **your Country of Residence**, including returning **you** by air ambulance if in **Insurer's** opinion this is medically necessary
3. Search and recovery costs of **your** mortal remains whether successful or not
4. Extra accommodation (room costs only) and travel expenses unavoidably incurred
5. For the cost of recovery of **your** body from a known location in the event of death and the extra cost of funeral expenses abroad or of bringing **your** body or ashes home

Furthermore if as a result of an **Accident**:

6. Necessitating emergency medical transportation or hospitalisation of either **You, Your** rescuer or a third party and if during or as a result of the rescue attempt by **You** or **Your** rescuer **Your** or **Your** rescuer's underwater equipment is lost or abandoned then subject to the limits listed in the Schedule **We** will indemnify **You** and/or **Your** rescuer
7. **You** are hospitalised for more than 24 hours than **We** will pay a supplementary benefit for each day of hospitalisation up to a maximum number of days noted in the Schedule attached to this Policy. Before **we** can make any payment **we** must receive a medical certificate submitted by the treating hospital or medical centre stating the description and cause of the **Accident** and the duration of admission in the hospital or medical centre
8. And following medical treatment **you** are prescribed with a prosthetic device required as a direct consequence of **your** insured injuries than after consultation with **our** Medical Officers **we** may accept up to 1.000,00 € of such costs
9. **Our** Medical Officers consider prescribing specialized Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy **we** will indemnify **you** for these treatment costs up to the limits stated in the Schedule attached to this Policy

2. Death or Disability

1. The **Insurers** hereby agree that if an **Accident** occurs during the **Diving Activity** of a Professional Diver within the **Period of Insurance** that results in **Bodily Injury** than **we**, the **Insurers** will pay to or on behalf of the **Insured** the Insured Benefits, according to the Table of Serious Permanent Disabilities after the total claim shall be substantiated.
2. Provided always that the Insured Benefits are conditional that:
 - a. Compensation shall not be payable under more than one of the Items of the Table of Serious Permanent Disabilities in respect of the consequences of one **Accident** to any one **Insured**, and
 - b. The total sum payable under this Section in respect of any one or more claims in respect of any one **Insured** shall not exceed in all the largest sum insured under any one of the Items contained in the Table of Serious Permanent Disabilities or added to this Section by endorsement, except that the **Insurers** will in addition pay **Medical Expenses** and **Repatriation Expenses** up to the Insured limit
 - c. If Death is covered and an **Accident** causes the death of the **Insured** within twelve months following the date of the **Accident** there shall be paid only the compensation provided for in the case of death up to the limit specified in the schedule attached to this policy

- d. Compensation shall only be payable if:
 1. Death occurs within twelve months from the date of the **Accident**
 2. Under Items a) to j) of the Table of Serious Permanent Disabilities, loss occurs within twelve months from the date of the **Accident** and such disablement lasts for twelve months and at the expiry of that period is beyond hope of improvement
- e. Limitations for **technical diving** – If the **diving activity** being undertaken at the time of the **accident** was a **technical diving**, the maximum limit of the coverage will be 6.000,00 €
- f. Any money settled by the **insurer** as a result of a claim submitted under any Death benefit will be paid to the legal heirs of the **insured** as confirmed by legal proof or notarial deed

3. Table of Serious Permanent Total Disabilities

The percentages indicated below represent a percentage of the sum insured indicated under the Permanent Disability benefit in Section 1 of the Schedule attached to this Policy. Cover is for Permanent Total Loss only of the limbs or parts or functionality of the body as defined below:

| | |
|---|------------------------|
| a. Total loss (anatomical or functional) of sight of two or more limbs or of an eye and of a limb | 100% |
| b. Total loss (anatomical or functional) of one eye or limb | 50% |
| c. Total loss of the voice or complete deafness in both ears | 100% |
| d. Total loss (anatomical or functional) of a shoulder, an elbow, a hip, a knee, an ankle or a wrist | 20% |
| e. Complete deafness in one ear | 15% |
| f. Total loss (anatomical or functional) of: <ul style="list-style-type: none"> • A thumb • An index finger • Any other finger of the hand or a big toe • Any other toe | 15% 10% 3% 1% |
| g. Loss of: <ul style="list-style-type: none"> • Both hands or both feet • One hand and one foot • Sight of both eyes | 100% 100% 100% |
| h. Total loss of sight of one eye and loss of one hand or one foot | 100% |
| i. Loss of one hand or one foot | 50% |
| j. Loss of balance due to irreversible vestibular damage, impairing normal equilibrium / autonomous walking | 50% |

Loss of a hand or a foot is understood to mean their anatomical loss at or above the wrist or the ankle.

Loss of the sight of one or both eyes is understood to mean the irrecoverable loss of that faculty.

If, as a result of the **accident**, **You** suffer even more than one of the above-mentioned injuries, **We** will only indemnify **you** for one of benefits above which is the highest.

4. Exclusions applicable to Section 1 only

This Section does not cover any **Accident** directly or indirectly arising out of or consequent upon or contributed to by:

1. The **Insured** engaging in or taking part in any activity:
 - a. For naval, military or air force services or operations
 - b. For professional fishing

- c. For record breaking attempts of any type
- d. Outside the definition of **Technical diving**
- e. For commercial, industrial or any other business purposes not included in the definition of **professional diving**

Unless such **Diving Activity** has been specifically notified to and accepted at special terms, conditions, limitations and premiums by **Insurers**

- 2. Use of underwater transport craft whether or not under the control of or being used by the **Insured** except for underwater scooters for individual use
- 3. Pregnancy of the **insured** person and its consequences

5. Conditions applicable to Section 1 only

- 1. If an **Insured** shall engage in any of the above excluded **diving activities** which expose the **Insurer** to greater risk without first notifying **Insurers** and obtaining their written agreement to the amendment of this Section (subject to the payment of such additional premium as the **Insurers** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising therefrom
- 2. No **Medical Expenses** or other costs shall be incurred by **us** where the national medical services in **your Country of Residence** or location of **Accident** provide their services without charge for **Accidents** arising from **Diving Activities** unless **Insurer's**, at their discretion and after consultation with their Medical Officers so decide. **Insurers** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate

SECTION 2: NON DIVING EMERGENCY AND TRAVEL ASSISTANCE ABROAD

The **Insurers** agree that they will provide **you** with the following assistance services from their **24/7 Emergency Operating Centre** following an **Accident** or **unexpected illness** during a **Journey** within the **Period of Insurance**.

1. Emergency Medical Expenses & Repatriation

The **Insurers** agree that following an **Accident** or **unexpected illness** during a **Journey** outside **your Country of Residence** and within the **period of Insurance** they will pay to or on behalf of the **Insured** reasonable:

1. Emergency Medical Transportation expenses to a hospital or emergency medical centre
2. First Medical Assessment Costs incurred following a medical emergency outside **your country of residence** with **our** approval whether or not **you** are hospitalised
3. **Medical Expenses** for outpatient care outside **your country of residence** with **our** approval
4. **Medical Expenses** as a result of **you** being admitted into a hospital or emergency medical centre outside **your country of residence** including costs and expenses for medical, surgical and hospital or clinic charges, nursing home, nursing costs and the necessary costs for reasonable tests and medication prescribed by the treating hospital of not more than the limits stated in the attached Schedule
5. Medical Repatriation costs if following admission into a hospital or emergency medical centre **you** are discharged requiring medical transportation back to **your Country of Residence** in the manner that **we** determine best suits **your** medical condition. Where **we** decide it is medically necessary **you** will be assisted medically during this transportation
6. Costs of funeral expenses abroad or to transport **your** mortal remains from the place of death to the place of burial in **your Country of Residence** but not including the actual funeral or burial costs in **your Country of Residence**

2. Medical Assistance

1. Medical Monitoring - were requested by **you** or a member of **your** family, **we** will obtain such medical information as is available from the local medical personnel and explain **your** medical condition or the medical condition of a member of **your** family to **your** family or Employer. Where **you** are unable to contact **your** family or employer **we** will keep providing this service until **you** are back in direct contact or discharged from hospital

3. Travel Assistance

1. Tickets for a Family Member or Friend - If during a **Journey** **you** are admitted to hospital for more than 5 consecutive days and if **your** clinical condition does not permit **your** medical repatriation and if **your** family, travelling companion or friend is not already with **you** **we** will make available rail or air tickets in economy class to enable one such person to travel to join and assist **you**. Only travel costs for one person will be provided by **us** and all local stay costs are excluded and not **our** responsibility
2. Tickets for minor dependents - If during a **Journey** **you** suffer **Bodily Injury** or illness rendering **you** unable to care for one or more minor sons or daughters **we** will organise and pay for their travel costs back to **your Country of Residence** at the most economical means reasonably possible
3. Additional Travel Expenses - If during a **Journey** outside **your Country of Residence** **you** and/or **your** travelling companion had to miss a pre-booked return ticket home owing to a medical emergency involving **you** or a member of **your** family **we** will organise at **our** expense for a one way ticket home for **you** and/or **your** travelling companion at the most economical means reasonably possible

4. Personal Assistance

1. Transmission of Urgent Messages - If **you** or a member of **your** family are unable to send urgent messages to **your** family **our** 24/7 Operating Centre will forward these messages to the persons and at the address or contact numbers provided
2. Assistance with foreign languages – If during a **Journey** away from **your Country of Residence** and following a medical emergency **you** or **your** family have a problem communicating in the local language on this medical emergency and this problem cannot be resolved on the telephone the 24/7 Operating Centre will make available an interpreter at **your** cost

5. Exclusions applicable to Section 2 only

Cover under Section 2 is subject that:

1. The illness or **bodily injury** does not arise whilst the **Insured** is engaging in:
 - a. Motorcycling and quad biking as either a driver or a passenger
 - b. **Air travel** other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
 - c. Participating in professional sports or hazardous sports of any kind other than underwater sports or in any organised sports trips or tours whilst the **Insured** is playing
2. This insurance does not cover dental treatments from a non-diving cause except for emergency dental treatment for the immediate relief of pain (to natural teeth only) following an insured **accident**, up to a limit of 500,00 €
3. Delivery and its consequences and **Complicated Pregnancy** in the last 3 prenatal months.

6. Conditions applicable to Section 2 only

1. Coverage for NON-DIVING RELATED MEDICAL EMERGENCY AND TRAVEL ASSISTANCE ABROAD is effective from the time the trip has started, i.e. when **you** left **your** declared **country of residence**, until the end of the trip, and no later than the expiration of the policy
2. Coverage for **unexpected illness**, which are not caused by or connected to **diving activity**, starts after 5 full days from the date of activation of this insurance policy. This exclusions applies only in the case of New Policy purchases or late renewals, where cover is not continuous.

Conditions applicable to section 1 & 2 only

Cover under Sections 1 & 2 is subject that:

1. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated
2. Notice must be given to the **Insurers** as soon as reasonably practicable of any **Accident** which causes or may cause Medical Expense, death or disablement within the meaning of this Section, and the **Insured** must as early as possible place himself under the care of a duly qualified medical practitioner. Prior to considering a claim for death benefits, a 'cause of death' certificate and an autopsy report will need to be provided to **Us** whenever **we** consider it necessary
3. It is a condition precedent to the **Insurers'** liability to pay compensation to the **Insured** or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the **Insurers** and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an **Insured**.
4. **We** shall not incur any telephone, mobile, internet costs or other expenses incurred to prepare or submit a claim against **us** except for such reasonable and necessary costs to ensure that **you** obtain emergency assistance from **us**. Any such communication or submission of claim costs incurred more than 72 hours after **your** first contact with **our 24/7 Emergency Operating centre** or claims officers are therefore excluded
5. If following a **Journey you** are unintentionally caught in a region or country where GENERAL EXCLUSIONS - 1.g, 1.h or 1.i could restrict **your** insurance for **accident we** will temporarily waive these exclusions and provide **you** with up to 7 calendar days cover from the day which in **Our** opinion any violent acts have commenced and provided **you** make all reasonable attempts to leave the affected region or country as soon as possible

SECTION 3: LEGAL EXPENSES

1. Definitions applicable to Section 3 only

1. **Representative** means the lawyer, or other suitably qualified person, who has been appointed by **insurers** to act for an **Insured** in accordance with the terms of this Section
2. **Date of Occurrence** means the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the **Date of Occurrence** means the date of the first of these events
3. **Costs and Expenses** means all reasonable and necessary costs chargeable by the **Representative** on a standard basis
4. **Insured Incident** means the occurrence or event arising during a **diving activity** of the **Insured** and which made it necessary for the **insured** to incur legal expenses

2. Coverage

In the event of an **Insured Incident**, we will pay the reasonable **Costs and Expenses** incurred to:

1. Defend **You** from a legal suite (including criminal) against **You** and which is not covered by a Third Party Liability policy
2. Oppose administrative procedures or sanctions of a value of not less than 550,00 € served against **you**
3. Negotiate for **your** legal rights arising out of **your diving activities** against any third party:
 - a. Who causes **your** death or **bodily injury**
 - b. Who causes property damage to **your** assets or possessions whether or not these damages are caused by marine or water craft
 - c. Arising out of the use of property, whether immovable or not
 - d. Insurance company other than **us**

In addition **you** will be covered for:

4. Costs incurred by opponents in civil cases if an **Insured** has been ordered to pay them, or pays them with **insurer's** agreement and **your** own or **your** opponents court costs as decided by a court

Insurers will pay the **Costs and Expenses** charged by a **Representative** appointed by **insurers**. The most **insurers** will pay for all claims resulting from one or more events arising at the same time or from the same cause is 26.000,00 € or such other amount stated in the Schedule to the Policy or as may be agreed by **insurers**.

3. Exclusions applicable to Section 3 only

Insurers shall not be liable for:

1. A claim reported to **insurers** more than 180 days after the **Insured** should have known about the **Insured Incident**
2. An incident or matter arising before the start of this cover
3. **Costs and Expenses** incurred before **insurer's** written acceptance of a claim
4. Any claim relating to any illness or **bodily injury** which happens gradually or is not caused by a specific or sudden **accident**
5. Defending an **Insured's** legal rights (other than as defined above), but defending a counter-claim made against **You** by a third party is covered
6. Fines, penalties, compensation or damages which an **Insured** is ordered to pay by a court or other authority
7. An **Insured Incident** intentionally brought about by an **Insured**
8. A legal action that the **Insured** takes which **insurers** or the **Representative** have not agreed to or where the **Insured** does anything that hinders **insurers** or the **Representative**
9. A claim relating to an **Insured's** alleged dishonesty or alleged violent behaviour
10. A claim relating to written or verbal remarks which damage an **Insured's** reputation
11. A dispute with **insurers** not otherwise dealt with under Condition 4.18
12. Apart from **insurers** the **Insured** is the only person who may enforce all or any part of this Section and the rights and interests arising from or connected with it
13. An application for judicial review
14. Any **Costs and Expenses** that are incurred where the **Representative** handles the claim under a contingency fee arrangement

15. A claim against **insurers** or its agents
16. A claim against any insurance intermediary agent of **insurers**
17. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured** travelling by air
18. A claim made against the **Insured** for any non-**diving activity**
19. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise

4. Conditions applicable to Section 3 only

1. The **Insurers** hereby agree to provide the insurance in this Section as long as:
 - a. the **Insured Incident** is restricted to incidents arising out of **your diving activities**;
 - b. the **Date of Occurrence** of the **Insured Incident** is during the Operative Time of cover; and
 - c. any legal proceedings, whether civil or criminal, will be dealt with by a court, or other body **insurers** agree to; and
 - d. for civil claims it is always more likely than not that an **Insured** will recover damages (or obtain any other legal remedy which **insurers** have agreed to) or make a successful defence;
 - e. such cover is not already provided under the Third Party Liability section of this Policy.

Insurers will help in appealing or defending an appeal as long as the **Insured** informs **insurers** within the time limits allowed that they want to appeal. Before **insurers** pay the Legal Costs for appeals, **insurers** must agree that it is always more likely than not that the appeal will be successful.

2. **Insurers** will cover **your** legal and court **costs and expenses** to defend **your** legal rights arising out of **your diving activities** provided that third party and professional liability insurance:
 - a. is current and in force and;
 - b. has responded up to the full policy limit insured, or;
 - c. cannot respond because it does not insure or is not operative in the particular circumstances.
3. The **Insured** must:
 - a. Try to prevent anything happening that may cause a claim
 - b. Take reasonable steps to keep any amount **insurers** have to pay as low as possible
 - c. Send everything **insurers** ask for, in writing
 - d. Give **insurers** full details of any claim as soon as possible and give **insurers** any information **insurers** need
4. **Insurers** can take over and conduct, in the name of an **Insured**, any claim or legal proceedings at any time and can negotiate any claim on behalf of an **Insured**.
5. The **Insured** is free to choose a **Representative** (by sending **insurers** a suitably qualified person's name and address) if:
 - a. **insurers** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the **Insured** in those proceedings;
 - or
 - b. there is a conflict of interest; **Insurers** may, in exceptional circumstances, choose not to accept the **Insured's** choice. If there is a disagreement over the choice of **representative** in these circumstances, the **Insured** may choose another suitably qualified person
6. In all circumstances except those in 5 above, **insurers** are free to choose a **Representative**
7. Any **Representative** will be appointed by **insurers** to represent the **Insured** according to **insurers'** standard terms of appointment. The **Representative** must co-operate fully with **insurers** at all times
8. **Insurers** will have direct contact with the **Representative**
9. The **Insured** must co-operate fully with **insurers** and the **Representative** and must keep **insurers** up to date with the progress of the claim
10. The **Insured** must give the **Representative** any instructions that **insurers** require
11. The **Insured** must tell **insurers** if anyone offers to settle the claim
12. If the **Insured** does not accept a reasonable offer to settle a claim, **insurers** may refuse to pay further **Costs and Expenses**
13. **Insurers** may decide to pay the **Insured** the amount of damages that the **Insured** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings
14. The **Insured** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if **insurers** ask for this

15. The **Insured** must take every step to recover **Costs and Expenses** that **insurers** have to pay and must pay **insurers** any **Costs and Expenses** that are recovered
16. If the **Representative** refuses to continue acting for the **Insured** or if the **Insured** dismisses a **Representative**, the cover **insurers** provide will end at once, unless **insurers** agree to appoint another **Representative**
17. If the **Insured** settles a claim or withdraws it without the agreement of **insurers**, or does not give suitable instructions to a **Representative**, the cover **insurers** provide will end at once and **insurers** will be entitled to reclaim any **Costs and Expenses insurers** have paid
18. If **insurers** and the **Insured** disagree about the choice of a **Representative**, or about the handling of a claim, **insurers** and the **Insured** can choose another suitably qualified person to decide the matter. **Insurers** and the **Insured** must both agree to the choice of this person in writing. Failing this, **insurers** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected
19. **Insurers** may, at **insurer's** discretion, require the **Insured** to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the **Insured** and **insurers**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured** will recover damages (or obtain any other legal remedy that **insurers** have agreed to) or make a successful defence, **insurers** will pay the cost of obtaining the opinion
20. **Insurers** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist
21. This Section will be governed by the law of **your Country of Residence**

SECTION 4: THIRD PARTY LIABILITY

1. Coverage

1. The **Insurers** hereby agree to indemnify the **Insured** against all sums that the **Insured** shall become civilly or legally liable to pay as a result of accidental **bodily injury** or damage to property, occurring whilst engaging in **Recreational** or **Professional Diving activities** or whilst providing **Professional Diving** services in **your Country of Residence** or elsewhere in the world arising out of **Journeys** outside **your Country of Residence**, up to the Limit of Indemnity on the Schedule attached to the policy.
2. Provided always that:
 - a. Coverage under this Section shall not apply to the extent that liability is covered under any other existing insurance and that coverage is always subject to the terms, coverage, exclusions and conditions contained herein
 - b. The trade, operating and employment licenses of **your Country of Residence** and/or where **you** operate professionally are complied with and observed
 - c. **Your Professional Diving Activities** and services are conducted in a manner that is safe and prudent and within the physiological limits as indicated in article below (Sec. 4 - 2.) and the definition of **Technical Diving** above
 - d. Legal Fees and other costs incurred in the legal defence of the **Insured** shall be payable up to and not greater than the Limit of Indemnity shown in the Schedule of the Policy

2. Exclusions applicable to Section 4 only

The insurance under this Section does not cover liability for:

1. The filling of tanks, the provision, leasing or renting of diving equipment
2. **Bodily Injury** or Disease caused to any person arising out of and in the course of his/her employment by the **Insured** or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the **Insured**, the primary purpose of which is the provision of labour only
3. Loss of or Damage to Property owned by the **Insured** or in the **Insured's** care, custody or control
4. **Bodily injury** or disease and/or Loss of or damage to property:
 - a. Caused by the ownership or operation by or on behalf of the **Insured** of any vehicle for which insurance is required under any Road Traffic legislation whilst on any road within the meaning of this legislation
 - b. Caused by the ownership or operation by or on behalf of the **Insured** of any aircraft or waterborne vessel
5. **Bodily injury** or disease and/or loss of or damage to Property arising (after they have ceased to be in the possession or under the control of the **Insured**) out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Insured**.
6. Personal injury or **bodily injury** or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or **bodily injury** or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance
7. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance
8. Fines, penalties, punitive or exemplary damages
9. Physical loss or damage or **bodily injury** or disease arising out of **Professional Diving Activities** other than for **bodily injury** or disease arising out of advice, instruction, organisation, supervision, training, escorting or guiding service for **Recreational Diving**
10. For Intentional exposure of **Your** clients or students to gas partial pressures greater than 1.6ATA oxygen and 5.6ATA nitrogen unless in respect of dives using oxygen the above limits are exceeded to maximize decompression safety
11. Any commercial **diving activity** not included within the definition of **Professional Diving**
12. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise

3. Memorandum applying to Section 4 only

The **Insurers** will also pay, in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy any legal expenses incurred in the **Country of Residence** or any other country specified in the Policy Schedule with their consent for:

1. Representation at any Coroner's Inquest, or Fatal **Accident** Inquiry
2. Defending any proceedings in any Court of Summary Jurisdiction

4. Conditions applying to Section 4 only

1. **APPLICABLE LAW** — **You** are insured according to the law of **your Country of Residence**. If during the **Period of Insurance you** change **your Country of Residence** this insurance will remain valid up till the expiry date of the **Period of Insurance**. If **you** notify **us** in writing confirming **your new Country of Residence** **we** will amend **your** policy without additional premium or advise **you** that **we** cannot or are unable to amend **your** policy to include the law of **your new Country of Residence**.
2. **LIMIT OF INDEMNITY CLAUSE** — The total liability of **Insurers** under this Section to pay damages and or claimants costs fees and expenses shall not exceed the sum stated in the Schedule or Certificate in respect of any one claim or series of claims against the **Insured** arising out of one Occurrence
3. **JOINT LIABILITY** — In the event that damages are caused by concurrent causes apart from the conduct of the **Insured**, coverage will apply only within the limits of the percentage share of responsibility that will be definitely established and attributed to the **insured**, even in the case the any reimbursement obligation of the **insured** is joint and obliges him to reimburse the total amount.
4. **CROSS LIABILITY CLAUSE** — It is hereby declared and agreed that where more than one party is named in the Insurance as "the **Insured**" cover under this Section shall apply as though individual Insurances had been issued to each such party. Provided always that **Insurers'** total liability shall not exceed the Limits of Liability stated in the Schedule.
5. **CLAIMS PROCEDURE CLAUSE** — The **Insured** shall give to the **Insurers** notice as soon as possible in writing, with full particulars of the happening of any occurrence likely to give rise to a claim under this Section or of the receipt by the **Insured** of notice of any claim and of the institution of any proceedings against the **Insured**. The **Insured** shall not admit liability for or offer or agree to settle any claim without the written consent of the **Insurers**, who shall be entitled to take over and conduct in the name of the **Insured** the defence of any claim and to prosecute in the **Insured's** name for the **Insurer's** benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The **Insured** shall give to the **Insurers** such information and assistance as the **Insurers** may reasonably require.
6. **EXCESS CLAUSE** — The indemnity provided by this Section of the Policy does not cover the amount of the Excess shown in the Schedule which shall be deducted from each and every claim for Loss of or Damage to Property.
7. **SERIAL LOSSES** — All claims arising out of or attributable to the same loss or cause form a serial loss and will be considered by this policy as a single loss regardless of the number of injured parties, claimants or beneficiaries.
8. **DISCOVERY CLAUSE** — The indemnity provided by this section of the policy will also operate for up to 60 months after the expiry of this insurance solely in respect of losses occurring before the expiry of this insurance. Any claims received by **you** in respect of losses occurring before the expiry of **your** insurance and notified to **us** during this 60 month period will be considered as made within the **Period of Insurance** subject to **you** complying with all Policy terms, exclusions and conditions including **your** obligation to notify **us** immediately **you** become aware of any loss that may result in a claim under this policy.
9. The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims under Section 4 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment. The liability of the **Insurer** to pay Defence Costs where damages exceeding the Limit of Indemnity have to be paid and the **Insurer** has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.