



DIVING INSURANCE

INDEX

1	GENERAL INFORMATION	1
1	1 Diving Risks Insurance Specialists	1
2	2 Important Information	1
3	3 How to register a complaint	1
4	4 Insurer Information	2
5	5 Reciprocal Health Agreement	2
6	6 Travel Warnings by the Government of your Country of Residence	2
7	7 Basis of Diving Cover	2
8	8 How to make a Claim	2
2	GENERAL DEFINITIONS	3
3	GENERAL CONDITIONS	5
4	GENERAL EXCLUSIONS	7
5	DIVING RISKS	9
1	1 Emergency Medical Expenses	9
2	2 Exclusions applicable to the “Diving Risks” Section	9
3	3 Conditions applicable to the “Diving Risks” Section	9

Introduction: For the purpose of this policy, the **Policyholder** is **Divebooker.com** Web Portal Inc. (**Divebooker**) represented by **GANNET D.O.O**, Planina 3, 4000, Kranj, Slovenia, and the beneficiaries of the policy's benefits are the **insured** persons under the policy.

Divebooker is the only **Policyholder** under the insurance Policy. This agreement does not give **you**, as the **Policyholder**, direct rights under the Policy of insurance but enables the **beneficiary**, to receive the benefits described below.

Strict compliance with the terms and conditions of this agreement is required if the **beneficiary** is to receive its benefits.

1 Diving Risks Insurance Specialists

This diving and associated risks insurance policy is underwritten by International Diving Assurance Ltd (the **Insurer**). This policy, the policy schedule, or certificate and any endorsements are based on the information **Divebooker** and/or the **beneficiary** 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.

Your right to cancel — if having purchased this insurance **you**, as the **Policyholder**, 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, the premium will be refunded in full.

2 Important Information

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** or any **insured** person MUST tell **us** all **Material Facts**. A **Material Fact** is one which is likely to influence the cover provided. If, after buying the policy, 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**, as the **beneficiary**, do not disclose all **material facts** in full, 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 Europe 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.

3 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
VING Insurance Brokers Ltd

DAN Building, Level 2-3, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
Telephone no. +356 2016 1622
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**).

4 Insurer Information

All cover under this policy is provided by International Diving Assurance Ltd (the **Insurer**) which is registered in Malta Number C36602 with an establishment situated in Malta as defined by the Insurance Companies Act 2006.

International Diving Assurance Ltd (IDA) is authorised and regulated by the Malta Financial Services Authority and operate throughout the European Union and the European Economic Area under freedom of services authorisation.

5 Reciprocal Health Agreement

If **you**, the **beneficiary**, are an European Union citizen, 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.

6 Travel Warnings by the Government of your Country of Residence

This insurance does not provide any cover in respect of any **Journey** to a destination where the Government of the country where **you** are resident has advised against travel. If **you** are unsure whether there is a travel warning for **your** destination, please check with the appropriate office of **your** Government.

7 Basis of Diving 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**. **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 medical records and information.

8 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:

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**):

- a. giving brief details of such circumstances and requesting a claim form
 - b. when contacting the Claims Handler please quote the Web-ID number or the Policy Number stated in the **insurance certificate**
 - c. 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: The **Insured** being admitted as an inpatient at any hospital, clinic or nursing home
 3. FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM. Please refer to the appropriate Section for full details.
 4. **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, 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 ship- wrecked 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. **Beneficiary** means the **Insured** person who will be benefiting from the policy's benefits after purchasing it from the **Policyholder**.
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 **Beneficiary** within twelve months from the date of the **Accident**
6. **Country of Residence** means the **Beneficiary's** country of permanent **residence** provided by **you**, the **Policyholder**, when applying for this Insurance.
7. **Daily Allowance** means the daily cash amount that will be reimbursed for each day the **Insured** spends as an inpatient in a hospital/clinic.
8. **Dive Boat/Diving Boat** means a boat that recreational divers use to reach a diving site which they could not conveniently reach by swimming from the shore
9. **Diving Activity / Diving Activities** means:
 - a. diving with scuba or rebreather apparatus from the moment **you**, the **Beneficiary**, 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 or boat deck, whichever is first;
 - b. breath-hold diving, from the moment **you**, the **Beneficiary**, completely enter until **you** exit the water.
10. **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
11. **Divebooker** is the money collecting agent of the agent organising the **diving activity**/activities and **Liveboard/safari boat** trips for the Beneficiaries
12. **Emergency Medical Assistance** means any request made for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**
13. **Endorsement** means the document confirming any alteration in **your** insurance confirmed by **insurers**.
14. **Gannet d.o.o** is the travel agent organising the **diving activity**/activities and **Liveboard/safari boat** trips for the Beneficiaries
15. **Insurance Certificate** means the insurance document confirming the details of the **Insured** Person(s) declared to **us** before the commencement of any **insured diving activity**
16. **Insured** means the **Beneficiary** as stated in the policy schedule as being **insured**
17. **Insurer/we/our/us** means International Diving Assurance Ltd, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta
18. **Liveboard/Safari Boat** means a boat designed for people to live aboard it as a holiday during the **period of insurance**.
19. **Material fact** means facts about **you**, the **Beneficiary**, or **your** activities that are likely to influence **us** in accepting **your** insurance.

This includes medical conditions that may disqualify **you**, the **Beneficiary**, from diving or **your diving activities** where these are technical or not within the safe practices published by reputable **diving bodies**. If **you**, the **Beneficiary**, 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.
20. **Medical expenses** means expenses necessarily incurred by **you**, the **Beneficiary**, 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 available, adequate treatment centre

21. **Period of Insurance** means the **Period of Insurance** stated in the Policy Schedule or in respect of Certificates issued to the Beneficiaries of the **Policyholder**, the **Period of Insurance** stated in the **Insurance Certificate** and/or Policy Schedule.
22. **Policyholder** means **Divebooker** as defined above.
23. **Prosthesis** means an artificial device that replaces a missing body part, which might be needed by the **Insured** following an **insured accident**
24. **Recreational Diving** means all snorkelling, and leisure **recreational Diving Activities** 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:
- Compressed air diving in any form
 - Enriched air “nitrox” diving with fixed percentages with an open circuit or a “rebreather”
 - The use of oxygen enriched air or of oxygen to maximize decompression safety
DAN Europe recommends gas partial pressures up to a maximum of 1,6ATA Oxygen and 5,6ATA Nitrogen in the breathing mixture
25. **Repatriation** means the process of returning **you** to **your country of residence** as declared by **you**.
26. **Residence** means the **country of residence** included in **your** application for this insurance and which appears on the **Insurance Certificate** of the Policy
27. **Schedule of Insurance** means the insurance document confirming the details of the **Insured** Person declared to **us** before the commencement of any **insured diving activity**.
28. **Search and Rescue** means the search for and provision of aid to the **Insured** who is in distress or imminent danger.
29. **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**
30. **You/ your** means the **Policyholder** and/or the **Beneficiary** unless specified clearly.

Words in the masculine gender shall include the feminine.

APPLICABLE TO 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**
 - a. The **Insurer** shall be entitled, where applicable in accordance to the Table of Benefits, 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 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. **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
6. **Arbitration in respect of all Sections**— 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**
7. **Jurisdiction** — The **Policyholder** 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
8. **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**
9. **Other Insurance or Indemnities** —
 - a. The **Insurers** will seek contribution from any other insurance held by the **Insured** where:
 - i. 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
 - ii. 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
10. **Diving risks** -
 - a. If an **Insured** shall engage in any of the excluded **diving activity/ies** 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
 - b. If the national health services Worldwide including **country of residence** do not provide medical services for Accidents arising from **Diving Activities, your Medical Expenses** shall be incurred by **us**. Nevertheless **We** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate
 - c. 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

- d. 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**.
- e. **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
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 THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

1. This insurance does not cover any:
 - a. Person aged 75 or over unless the 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 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
 - c. Claim arising out of a **Material Fact**
 - d. Claims arising if at the time of purchasing this insurance the **Insured**:
 - i. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 - ii. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
 - iii. 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
 - iv. 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
 - v. Have any medical conditions for which the **Insured** is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
 - vi. Have been advised of a terminal prognosis
 - e. Claim caused by or arising from:
 - i. 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
 - ii. Mental illness
 - iii. 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
 - iv. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
 - f. Death, injury, illness or disablement from any cause.
 - g. 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
 - h. Use of underwater transport crafts, whether or not under the control of or being used by the **Insured**, except for underwater scooters for individual use
 - i. 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
 - j. 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
 - k. 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
 - l. 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
 - m. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action.
 - n. Loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
 - o. Claim directly or indirectly caused by, contributed to or arising from:
 - i. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof

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 the Diving Risks, as stated below.
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
4. Notwithstanding anything in the Insurance or in any extension(s) thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils **insured** against) this Insurance does not cover loss or destruction of or damage to any property or **Bodily Injury** anywhere in the world or loss resulting therefrom caused by or happening through or in consequence of:
 - a. Civil commotion
 - b. Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association as defined by the national legislation on **Terrorism** in the **country of residence** of the **Insured**.
This overriding exclusion applies to this Insurance and to any extension(s) thereof, except only if an extension be issued hereafter which expressly cancels this overriding exclusion.
5. 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.

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** incurred as a result, after the total claim shall be substantiated.

You will be covered during **Recreational Diving Activities** 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

1. **Medical Expenses** the **Insured** will have to pay or which **We** may elect to pay on the **Insured's** behalf, Worldwide including **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. Search & Rescue costs of the missing Diver, following a diving related **accident** only (excluding cave diving and Wreck penetration diving)

2 Exclusions applicable to the "Diving Risks" Section

This Section does not cover any **Accident** directly or indirectly arising out of the use of underwater transport crafts, whether or not under the control of or being used by the **Insured**, except for underwater scooters for individual use.

3 Conditions applicable to the "Diving Risks" Section

1. If an **Insured** shall engage in any of the above excluded **diving activity** 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. In the national health services does not provide medical services for Accidents arising from **Diving Activities**, **your Medical Expenses** shall be incurred by **us**. Nevertheless **We** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate.
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.