



INDEPTHS MEMBERS AFFINITY GROUP SCUBAMEDIC DIVER ACCIDENT INSURANCE POLICY WORDING

COVERAGE

The underwriting **Company** hereby agrees to indemnify the **Insured** who has been entered into a master policy covering INDEPTHS members or on behalf of the **Insured** subject to the **Definitions, Provisions** and **Exclusions** contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** leading to **Injury** sustained while the Insured is engaged in **Sports Diving**, and if the additional cover section is selected and the additional premium paid, cover is extended to non diving **Accidents** leading to **Injury** sustained during the period when the **Participating Dive Centre** is responsible for the **Care Custody and Control** of the **Insured**.

Coverage for Civil Liability

The underwriting **Company** will indemnify the **Insured** who has been entered into a master policy covering INDEPTHS members against all sums up to the limit for Liability shown in the Schedule of Benefits that the **Insured** shall become legally liable to pay to **Third Parties** in excess of the first £250 GBP of each and every claim as a result of the **Insured** causing an **Accident** leading to an **Injury to Third Parties** or an **Accident** leading to damage to **Third Parties** property during the period of this insurance for the risks insured and subject to the **Definitions, Provisions** and **Exclusions** stated herein.

DEFINITIONS

1. **Insured** means INDEPTHS.org Pty Ltd and its membership for the time being enrolled in the master policy and having paid the appropriate membership fee for Scubamedic category of membership is covered by the INDEPTHS.org Pty Ltd master policy and any schedules attaching.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
3. **Authoritative Diving Bodies** means recognised national controlling organisations, or organisations affiliated to **R.S.T.C.** or **C.M.A.S.** who provide guidelines and recommendations to their membership for safe diving practices.
4. **Injury** means bodily injury which: (a) is caused by an **Accident**, and (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, causing the death or disablement of the **Insured** within twelve months of the date of the accident.
5. **Claims Administrator** means the designated claims administrator (Dive Master Insurance Consultants Ltd)
6. **Assistance Company** means the agent (INTANA) of the underwriting **Company** authorised to assist the **Insured** as a result of a **Sports Diving Accident**
7. **Company** shall mean Evolution Insurance PCC Limited Cell Ironshore
8. **Medical Expenses** means emergency medical expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and emergency medical transportation at the time of the Accident/Injury or within 60 days of the accident.
9. **Sports Diving** means recreational snorkelling, recreational breath hold Free Diving and Apnoea spearfishing without the use of Scuba, recreational diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either SCUBA or surface supply diving and until the **Insured** stops using and removes said equipment.
10. **Permanent Total Disability** means disability which entirely prevents the **Insured** from attending to any business or occupation of any and every kind to which the **Insured** is suited by way of training or education and lasts 365 days and at the expiration of that period is beyond hope of improvement
11. **Search and Rescue** means activities authorized and instigated by or on behalf of the local Coast Guard, Police or other National or International emergency service responsible for safety at sea to rescue or save the **Insured**.
12. **Reasonable Transportation Costs and Accommodation Expenses** means: the costs to return the **Insured** to their Ordinary Place of Residence. This cover extends to the Insured's immediate family (partner and children) and/or travelling companion if the Insured was accompanied by them at the time of the accident/injury if these costs are not covered by a more specific policy and have been agreed by the **Claims Administrator**.
 - i. the costs to repatriate the Insured's mortal remains.
 - ii. post treatment Hotel or Accommodation costs when these are incurred due to medical advice not to travel or fly subsequent to a diving accident/injury if these costs are not covered by a more specific policy.
 - iii. costs associated with travelling to and from a hospital or clinic more than 30 miles from your normal place of residence to obtain medical opinion or ongoing treatment after a diving accident or injury incurred under this policy.
13. **Participating Dive Centre** means Dive Schools or Dive Centres that have been enrolled as trade members in the INDEPTHS affinity group website and able to register INDEPTHS members through INDEPTHS Trade Log In.
14. **Third Parties** means anyone who is not an immediate relative (up to and including first cousins) your lifestyle partner/partners, your friends, your companions or your associates and/or people you are traveling with.

PROVISIONS

Provided always that:

1. The **Sports Diving** is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Bodies** or under training approved by the **Authoritative Diving Bodies**, however:
 - i) We accept that being a certified recreational diver does not necessarily make you qualified for all challenging dives. The SCUBA Diving Certifying Associations (Authoritative Diving Bodies) recommend that you increase your diving depths and experience by gradual progression and log them as proof of your experience.
 - ii) Conversely we accept that there will be many recreational SCUBA divers who are qualified to dive certain challenging dives by way of logged experience but may not be certified to engage in these challenging dives.
 - iii) In all claims situations attaching to this policy we will consider both your diver certifications and your logged dive experience before coming to a decision.

IMPORTANT NOTE: This provision is subject to PROVISION 6 and EXCLUSION 12, all other policy conditions remain unaltered.

2. No costs shall be incurred or payments made without the consent of the underwriting **Company** or its designated **Claims Administrator**. This provision may be waived when emergency care needs to be administered at one of the treatment centres noted in the accompanying "SCUBAMEDIC International Treatment Advice".
3. The total sum payable in respect of any one **Accident** shall not exceed the aggregate sum of **£50,000.00**.
4. Payments shall only be made under the sections of the Schedule of Benefits if:
 - i) Under section 6.I death occurs within 365 days of the date of the **Accident**.
 - ii) Under section 6.II and 6.III **Loss of Limbs** occurs within 365 days of the date of the **Accident**.
 - iii) Under section 6.IV the **Insured** suffers **Permanent Total Disability** within 365 days of the date of the **Accident**.
5. The **Insured** is under the age of 70, unless specifically accepted by us following medical examination to confirm fitness to dive.
6. In the event of a loss or Injury in one of the territories outlined in the accompanying "SCUBAMEDIC International Treatment Advice" The Insured must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to underwriters prior approval.
7. If you suffer a **Sports Diving Accident** during the period of insurance, you must obtain written confirmation that you have been deemed as fit to dive from an approved diving medical physician following your **Accident**, before coverage may be reinstated under the SCUBAMEDIC policy.
8. The Insured does not admit to any civil liability claim they become aware may be made against them but agrees to immediately pass on any notification of intent to claim against them be it either verbally or by letter/fax, or service of suit, or by electronic correspondence that must remain unanswered at the time it is conveyed to the Claims Administrator by the Insured.
9. It is a condition precedent to cover that in the event of a loss the Insured will cooperate in providing medical records or any other information required to validate a claim to Insurers or Insurers appointed medical experts.

Failure to comply with these provisions may invalidate your claim

SCHEDULE OF BENEFITS

The underwriting **Company** will pay up to the limits set against each section. However, the maximum recoverable amount under this policy in the aggregate shall not exceed **£50,000.00**.

1. Medical Expenses	£50,000.00
2. Hyperbaric Treatment Costs	£50,000.00
3. Emergency Air Evacuation/Repatriation (at the option of the Company)	£20,000.00
4. Search & Rescue	£20,000.00
5. Reasonable Transportation Costs & Accommodation Expenses	£3,000.00
6. Personal Accident Coverage: If during the coverage period the Insured sustains Injury /death due to a Sports Diving Accident , the following benefits will apply:	
i) Death	£5,000.00
ii) Loss of one limb	£ 1,000.00
Loss of one eye	£ 1,000.00
iii) Loss of two limbs	£5,000.00
Two eyes or one of each	£5,000.00
iv) Permanent Total Disability	£5,000.00
8. Civil Liability	£50,000.00

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

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

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Radioactive contamination of any nature.
3. Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.
4. Willfully self-inflicted injury or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured's Sports Diving Activities**) and/or any self exposure to unnecessary risk (unless in an attempt to save human life).
5. Any pre-existing health condition which the insured was undergoing, suffering from, recovering from or awaiting treatment for prior to **Sports Diving**.
6. **Sports Diving** against medical advice.
7. Any mental or psychological disorder of any nature and the consequence of a covered Accident leading to mental or psychological disorder.
8. Any Civil law suit brought against the Insured in the USA and Canada, their territories and possessions are excluded.
9. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
10. Any **Injury/Accident** not reported to the **Claims Administrator** or **Assistance Company** within 31 days of the occurrence which may give rise to a claim under this insurance.
11. Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.
12. Any freediving competition or national or international record attempts unless specifically agreed by the Underwriters in writing.
13. Subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes diving:
 - i) that is not carried out in accordance with the guidelines and recommendations for safe **Sports Diving** practices as established by the **Authoritative Diving Bodies**
 - ii) over 130 metres in sea water unless Underwriters agreement is obtained after a written submission
 - iii) without the correct diver certification and/or lack of provable experience by way of your logged dive records.

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

14. Any and all claims notified or made after 30 days from the end of the insured period are excluded.
15. Claims for unauthorised **Search and Rescue** costs.
16. Any Civil Liability claim as a result of engaging in professional teaching or supervision of Recreational Diving, any death, injury of your employees, any damage to property owned by or in the care custody or control of your employees and any loss of or damage to property which belongs to your family, belongs to you household or was in their care custody or control at the time they were lost or damaged are excluded.
17. This insurance excludes any Accident that leads to broken bones or damage to the bones, teeth, braces or palate, broken vertebrae, damage to ligaments, tendons and muscles unless the Accident occurs in an unexpected and fortuitous way whilst performing the Insured activity with a licensed dive school. The maximum sum recoverable is €3000.
18. All claims incurred whilst out of the water unless verified by a licensed dive school within 7 days of the incident are excluded
19. Illness, sickness or disease not directly identifiable as a result of a diving Accident are excluded.
20. Medical Expenses incurred in a territory outlined in the "SCUBAMEDIC International Treatment Advice" at any medical facility not listed without the Company's prior approval are excluded.

Neither INTANA nor Evolution Insurance PCC Limited Cell Ironshore are responsible for the availability, quantity, quality or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical services.

CANCELLATION

Insurers give you a Cooling Off Period of 14 days from the time you receive the policy. If the policy and schedule does not provide you with the protection that you want and you do not want to continue with the insurance you may cancel the policy within this period and obtain a full refund, provided that the period of insurance has not commenced. Cancellations made after the Cooling Off Period has ended and after the policy has commenced will be calculated at pro rata but subject to a maximum return of premium of 50%, and provided that no claims have been made or are pending. Only policies with periods of insurance in excess of 31 days can be cancelled after the Cooling Off period. The Underwriters hold the right to cancel this Insurance at any time within the Period of Insurance by giving written notice. It is agreed that the insurer shall not give less than fifteen (15) days prior notice of cancellation to the Insured. This Insurance will then be cancelled on the basis of a pro-rata refund provided there is no claim paid or outstanding, in which case no refund will be offered.

SUBROGATION & NON CONTRIBUTION CLAUSE

The underwriting Company has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. Where another policy covering the same claim is in force this policy shall apply only in excess of any amount paid under such other insurance. This policy will not contribute to any claims that would or have been declined under the terms of this policy or any endorsements, conditions or exclusions issued to the Insured with this policy.

JURISDICTION

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

WHAT TO DO IN THE EVENT OF A DIVING ACCIDENT

In the event of a Medical Emergency as a result of a **Sports Diving Accident** go to or call immediately the nearest physician or hospital without delay, then contact INTANA. If you are in a territory outlined in the accompanying "SCUBAMEDIC International Treatment Advice" you must contact one of the treatment facilities listed. If you wish to use a facility not "SCUBAMEDIC International Treatment Advice" you must contact INTANA for prior approval. INTANA will take the appropriate action necessary to assist you and continue to monitor your case until the situation is resolved. When calling please give your Name, ID number (**347311**) and brief description of the problem. INTANA can be contacted on the following numbers:

+44 (0) 1992 444 337 +34 97 174 6167

Collect Call if necessary.

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

NOTICE TO PHYSICIANS AND HOSPITALS

Please contact INTANA immediately for benefits verification and procedures. Call 24 hours a day on +44 1992 444 337 or +34 971 746167 or contact by email at ops@oneassist.com

COMPLAINTS

Any complaint you may have regarding your policy or the way in which it was sold to you may be addressed to:

The Managing Director, Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA England.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to:

The Compliance Officer
Evolution Insurance PCC Limited – Cell Ironshore
Town Mills
Rue du Pre
St Peter Port
Guernsey
GY1 6HS

If your complaint is still not resolved then you may take up your complaint with:

Director of Insurance Business
Guernsey Financial Services Commission
PO Box 128
Glategny Court
Glategny Esplanade
St Peter Port
Guernsey
GY1 3HQ

Telephone: 01481 712706

Evolution Insurance PCC Limited – Cell Ironshore is licensed by the Guernsey Financial Services Commission

Dive Master Insurance
SCUBAMEDIC International Treatment Advice



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

EGYPT RED

Sharm International Hospital

Sharm El Sheikh
South Sinai
(+2) 069 366 0318 (phone)
Emergency (+2) 010 512 3964

Hyperbaric Medical Center

Travco Marina
Old Town
Sharm El Sheikh
(+20) 12 212 42 92 (phone) / +20 (69) 661 011 (fax)
hyper_med_center@sinainet.com.eg

Marsa Alam Baromedical

Marsa Shagra
Marsa Alam
(+2) 012 436 2222 (phone)
Emergency (+2) 012 243 3116

Hyperbaric Medical Center – Dahab

Next to Dahabeya Hotel
P.O.Box 61
Dahab
+20 693 640 536 (phone)
dahabchamber@sinainet.com.eg
Hotline numbers:
+20 101 433 325
+20 123 331 325

Naval Hyperbaric Medical Center (NHMC)

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

Hypermed

Located in front of Hurghada Airport
Korniche Road (Nr. Arabia Resort)
Hurghada
(+2) 012 218 7550 (phone)
Emergency (+2) 010 218 7550

Jordan

AQABA DIVING CHAMBER

Princess Haya Hospital
Aqaba
Jordan
+962 32014114 (phone)



Mexico

Cancun, Riveiera Maya, Cozumel

Medica Hiperbarica
Calle 6 entre avenidas 20 y 25 lote #10
Playa Del Carmen
TEL: 984 803 5352

Merida

Clinica de Marida
Av. Itzaes No.242 Colonia Garcia Gineres
Merida
TEL: (999)9203913

Veracruz

Clinica Hiperbarica Mejora
746 entre America y Catolica
TEL: 2020731

La Paz

Club Cantamar
Bahia de Pichilingue
TEL: (612) 1252575

Acapulco

Camera Hiperbarica Villa Manuia
CAMERA HIPERBARICA 76 COSTA AZUL
ACUPULCO
TEL: (744) 484-0894

Puerto Vallarta

Autismo 2 Clinica Hiperbarica
Peru 1068 Colonia 5 de Diciembre
Puerto Vallarta
TEL: (322) 2232006

Cyprus

Famagusta General Hospital

Christou Kkeli 25
Paralimni
Tel: + 357 23 2 00000

Paphos General Hospital

Anavargos Street
Anavargos
Paphos

Tel: +357 26 240200 / 803 100

Emergency Assistance and Making a Claim

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

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

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