



STANDARD TRAVEL PARTNER COVER



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1. GENERAL INFORMATION

Introduction: For the purpose of this policy, the **Policyholder** and is the **Travel Agency** for which this policy has been issued, and the **beneficiaries** of the policy's benefits are the **insured persons** under the policy.

This agreement does not give **You**, as the **Travel Agency**, 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.

1.1 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 the **Travel Agency** 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.

All clients of the **Travel Agency** of whatever nationality are entitled to subscribe to the short term policy subject to the specific agreements reached with **Us**.

This policy provides insurance cover according to the benefits detailed in the policy schedule. Any person taking part in a diving activity is automatically insured for the insured benefits provided:

1. The details required by the Insurer provided form or list are completed and emailed to insurers on info@vinginsurance.com before the commencement of any Diving activity or as may otherwise be agreed with Us; and
2. You pay the short term insurance premiums due under this insurance agreement within the payment terms.

1.2 Insurance Certificates

Any person taking part in a **Diving activity** who complies with the above provisions is deemed to be an **Insured Person** entitled to the insurance and assistance benefits of the policy and is also deemed to be in possession of an Insurance Certificate specifying the benefits of insurance provided and issued by the **Insurer**.

Any short term coverage provided under the terms of this policy cannot be cancelled after it has been issued and has no entitlement to a refund of any insurance premium, fee or tax liability.

1.3 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 Europe 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.

1.4 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

VING Insurance Brokers Ltd

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

Telephone no. +356 2016 1600

Email: daneuropecomplaint@daneurope.org

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 1600

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**).

1.5 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.

1.6 Reciprocal Health Agreement

If you, the **Beneficiary**, are a 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.

1.7 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 an EU or EEA 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.

1.8 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 provides cover following a diving accident only.

We will pay for private medical 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.

1.9 Helpline Numbers

This policy entitles the **Insured(s)** to the use of the Assistance Services we provide via **Our 24/7 Emergency Operating Centre**. This service is provided on our behalf by I.P.A.S. Spa a subsidiary of AXA Group based in Rome. Through the services of **Our 24/7 Emergency Operating Centre** a team of trained multi-lingual assistance co-ordinators are available to provide you with the various Assistance Services provided by the Policy.

To comply with Policy Conditions you must notify us via our 24/7 Emergency Operating Centre prior to:

1. An Insured being admitted as an in-patient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact **us** as soon as possible after **you** are admitted
2. Any medical evacuation or repatriation arrangements being made
3. Any hospital transfer being arranged or return home costs incurred

Once contacted, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation or transportation is arranged by the most suitable method. Diving and other medical emergencies will be referred by the **24/7 Emergency Operating Centre** to and handled by the DAN Europe Hyperbaric Medical specialists.

You are advised that all coverage limits, including those for Medical Evacuation and Repatriation cover, have an aggregate limit of € 30.000,00 for any one claim, if **We** do not manage, book and guarantee the provision of any of the insured emergency services. You are strongly advised to contact **Our 24/7 Emergency Operating Centre** to obtain the full service and indemnity **We** provide under the Policy terms, conditions, exclusions and limitations of cover.

The 24/7 Emergency Assistance telephone number is: +3906-4211 5685

When contacting us please advise the **24/7 Emergency Operating Centre** that **You** are a DAN Europe Foundation member and confirm **Your** DAN membership number.

There are many other circumstances where their advice and assistance could prove invaluable. For instance they can:

- a. Liaise with medical staff and hospitals for inpatient or day-case medical treatment only
- b. Guarantee medical fees if necessary, inpatient or day-case medical treatment only
- c. Arrange emergency repatriation with medical escort if necessary
- d. Provide advice and guidance to other members of the party if you are unfortunate enough to go into hospital
- e. Provide referral to an Embassy, Consulate or other source of legal consultation

1.10 How to make a Claim

In the event of emergency 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.

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:
For any claim please 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 DAN membership number or the Policy Number stated in the policy schedule
 - c. Complete and return the claim form together with all receipts, reports and evidence requested on the claim form within 14 days from the date treatment was received. All claims must be substantiated by original 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. **We** reserve the right to reject any claim which is not submitted within this period

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 following a diving accident
 - b. Any repatriation arrangements being made
 - c. Any hospital transfer being arranged or repatriation costs incurred

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

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

2. 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 medical 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. **Acute-on-chronic** means an exacerbation or a flare-up of a medical disease that is **Chronic Medical Condition** in nature.
4. **Administrator** means VING Insurance Brokers Ltd, Continental Europe Office, C.da Padune 11, P.O. BOX 77, 64026 Roseto degli Abruzzi TE, Italy
5. **Beneficiary** means the **Insured** person who will be benefiting from the policy's benefits after purchasing it from the **Policyholder**.
6. **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, and causes the death or disablement of the **Beneficiary** within twelve months from the date of the **Accident**
7. **Chronic Medical Condition** means a medical condition that has at least one of the following:
 - a. fails to respond to **medical treatment**; or
 - b. is ongoing or consistently recurring; or
 - c. requires palliative treatment; or
 - d. requires long periods of medical supervision; or
 - e. has no known cure; or
 - f. leads to permanent disability; or
 - g. is caused by changes to the body which cannot be reversed; or
 - h. requires **you** to be specially trained or rehabilitated
8. **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 caesarean section, extra-uterine 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
9. **Country of Residence** means the **Beneficiary's** country of permanent **residence** provided by the **Insured** when applying for this Insurance and which by reason of the **Beneficiary's** Residence or Passport has been accepted by **Us**.

10. **Day-Case Treatment** means **Treatment** carried out when the **Insured person** is admitted to a hospital as a registered **Day-Case** patient following a **Diving Accident**, occupied a bed or undergone a surgical procedure which is **medically necessary** but not stayed overnight.
11. **Direct Settlement** means payment/s paid out directly by the **Insurer**, on behalf of the **Insured**, to licenced healthcare providers for **Emergency Medical Treatment** following a **Diving Accident**, as established in the **Policy** and up to the shown individual and/or aggregate benefit limits.
12. **Diving Accident** means an **Accident** happening during a **Diving Activity**
13. **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**, the **Beneficiary**, totally exit water and **your**, the **Beneficiary**, scuba tank or rebreather unit is placed on the ground or boat deck, whichever is first;
 - b. Breath-hold diving and snorkelling, from the moment the **Beneficiary** completely enters the water until the **Beneficiary** exits the water.
14. **Dive Club** means a Person, Organisation or Association of any type, providing **Dive Club Services** to persons planning to or participating in **Diving Activities**.
15. **Dive Club Services** means the provision of advice and instruction in recreational snorkel and/or sports diving including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including all ancillary, social, recreational, promotional and other special interest diving or services agreed by the **Insurer**
16. **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
17. **Emergency Medical Assistance** means any request made for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**
18. **Emergency Medical Treatment** means emergency **Inpatient**, or **Day-case** treatment following DCI and **Diving accidents**, including Hyperbaric Therapy and Hospitalisation (including First Diving Emergency Medical Assessment and Hyperbaric Pressure Test in case of Suspect DCI) and also includes the following:
 - a. Hospital accommodation & nursing care
 - b. Operating theatre charges, drugs and surgical dressings, eligible prosthesis and appliances
 - c. Surgeons & anaesthetists' fees for surgical procedures
 - d. Pathology, Radiology diagnostic tests and physiotherapy
 - e. Computerised Tomography Scan (CT Scan), Magnetic Resonance Imaging (MRI) and PET Scans
19. **Emergency Road Ambulance** means a road vehicle designed to be used as an ambulance and operated by a registered private ambulance service that is used following a **Diving Accident**.
20. **Harmful Event** means the involuntary event which causes damage to third parties for which the Insured Party is civilly liable in accordance with the law occurring during his Scuba **Diving Activities**
21. **Inpatient Treatment** means when the Beneficiary is admitted to hospital for emergency **treatment** which is **medically necessary** following a **Diving Accident**; undergone a surgical procedure which is **medically necessary** and/or stayed in hospital for one or more nights
22. **Insured** means the **Beneficiary** as stated in the policy schedule as being insured
23. **Insurer/we/our/us** means International Diving Assurance Ltd, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431 , Malta.
24. **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** 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

25. **Medical expenses** mean expenses necessarily incurred by 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 reasonable treatment centre
26. **Outpatient Treatment** means specialised **medical treatment** received from a medical doctor or under the control of a medical doctor, at a hospital, consulting room, doctor's office or out-patient clinic or other place approved by **Us**, where the **Insured person** does not medically need **day-case** or **in-patient treatment** and therefore does not need to occupy a hospital bed and therefore the **Insured** has to pay the related costs and then claim with the **Insurer**.
27. **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** as stated in the Insurance Certificate and/or Policy Schedule.
28. **Policy** means the short term insurance contract between **you** and **us**. The Policy has to be read, and is made up, of the following documents:
- The form **you** completed at inception
 - The policy schedule
 - Any endorsements attached to the schedule, if applicable
 - The table of benefits of **your** cover
 - The policy document as sent to the **Travel Agency**
29. **Policyholder** means the **Travel Agency** as defined below.
30. **Relevant Circumstance** means anything concerning the Insured Party which may have an impact on the willingness of the Insurer to stipulate the Insurance at the predetermined conditions and without any premium increase. This includes, but is not limited to, the physiological and medical conditions which could make the Insured Party not suitable to safely practice Scuba Diving Activities if not in particularly conditions and with specific precautions.
31. **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:
- 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
32. **Repatriation** means the transportation back to the **Insured's** disclosed **country of residence**, with **Our** prior approval and confirmation in writing, and the other formalities associated with it for one of the following:
- Emergency Medical **Repatriation** of an **Insured** convalescing patient following a **Diving Accident**
 - Repatriation** of an **Insured's** mortal remains following a **Diving Accident**
33. **Residence** means the residential address included in **your** application for this insurance and which appears on the Schedule of the Policy
34. **Schedule of Insurance** means the insurance document confirming the details of the **Insured Person** or the details of the **Insured Person** declared to **us** before the commencement of any insured **diving activity**.
35. **Scuba Diving Equipment**: the equipment, of any brand, model and quality, required to carry out Scuba Diving Activities and that the scuba diver takes with him under water, consisting of:
- fins, mask and snorkels
 - regulators and related stages and fittings
 - BCD (buoyancy control devices)
 - scuba diving bottles and breathing apparatus, open circuit, semi-closed or closed, and relative donning systems

- e. belts for the ballast or other ballasting devices and related weights
 - f. instrumentation, mechanical or electronic, computerised or not, worn by the scuba diver when diving and specifically dedicated to dive control and monitoring, including specifically:
 - i. pressure gauges and computers to control the pressure or mixture of gases in the breathing apparatus devices,
 - ii. measuring instruments and computers for depth and dive duration control,
 - iii. devices and computers to control ascent and decompression stops and relative alarms.
 - g. underwater torches and accessories
 - h. knives, tools, instruments and other accessories specifically required for the type of dive being conducted
 - i. wetsuits and relative accessories
 - j. Other scuba diving equipment includes cameras of any kind, underwater cases, underwater communicators and on board and surface instrumentation even if connected to the diving.
36. **Specialised Medical Treatment** means **Treatment** carried out on an **Outpatient** basis that is necessary following a **Diving Accident**, including rehabilitation and post-traumatic stress treatment up to 30 days from the date of the Accident. This **Outpatient treatment** can be given in the country where the **Accident** happened or in the disclosed **Country of Residence**.
37. **Medically necessary** means emergency medical treatment that in the opinion of either (a) the Insured's medical doctor or (b) Us and/or a medical doctor acting on **Our** behalf is both appropriate and consistent for the **emergency medical condition** diagnosed, which in accordance with generally accepted medical practice, and if not given, would have serious and adverse effect on the **Insured's** health and/or life.
38. **Table of Benefits** mean the amounts payable for each benefit and therefore what **we** will pay for all benefits in total, per member, per Insurance Year, under the **Policy**
39. **Travel Agency**, defined as the **Policyholder**, means a private retailer that provides private travel arrangements and tourism related services to the **Insured**
40. **Treatment** means any **Medically Necessary** surgical or medical procedure, consultation, test or investigation to diagnose, cure or actively and substantially relieve a **Medical Condition**, carried out either on an **Inpatient** or an **Outpatient** basis, and following a **Diving Accident**.
41. **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**
42. **You/ your** means the **Policyholder** and/or the **Beneficiary** unless specified clearly.

Words in the masculine gender shall include the feminine.

Schedule means the document providing the **Beneficiary** with written confirmation of cover for insurance for one year. Endorsement means the document confirming any alteration in **your** insurance confirmed by **insurers**.

3. 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** against medical advice
2. **Insurer's rights in the event of a claim in respect of all Sections other than Legal Defence**
 - 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 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 other than Legal Defence** – 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 **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
8. **Uninsured Expenses** – If any costs and/or expenses not covered by this insurance have been 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 or Insured Person** 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. **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
11. 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.

4. 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 aged 75 or over. No coverage is provided to any person over the age of 75 unless the **Policy** specifically confirms this in writing
 - b. Loss, damage, **bodily injury**, death, disablement, 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. **Diving Activities** carried out beyond the laws regulating the **diving activities**
 - d. **Diving Activities** making use of Trimix gases
 - e. Technical and overhead environment diving
 - f. **Diving Activities** beyond the depth of 30 metres
 - g. Any loss or damage of **Scuba diving equipment**
 - h. Claim arising out of a **Material Fact** which was not declared to **Us** by completing a medical self-declaration form when **You** purchased this **Policy**
 - i. Claims arising if at the time of purchasing this insurance the **Insured**:
 - ii. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 - iii. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
 - iv. 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
 - v. 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
 - vi. Have any medical conditions for which the **Insured** is on a hospital or specialist's waiting list for **inpatient** or **outpatient** treatment or investigation
 - vii. Have been advised of a terminal prognosis
 - i. Claim caused by or arising from:
 - i. A **Chronic medical condition** or any related "acute-on-chronic" **medical condition**. An "acute-on-chronic" medical condition means an exacerbation or a flare up of a disease that is "chronic" in nature.
 - ii. **Complicated Pregnancy** and/or Childbirth
 - iii. 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
 - iv. Mental illness
 - v. 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

- vi. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof.
 - j. 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
 - k. 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.
 - l. 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.
 - m. 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
 - n. 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
 - o. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action.
 - p. Loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - q. 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 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 and/or cosmetic treatments
 - d. Complications following vaccinations
 - e. **Treatment** carried out by podiatrists, 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.

5. 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 after the total claim is substantiated.

You will be covered during **Recreational 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:

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

1. Emergency Medical Expenses

Medical Expenses, on an **Inpatient** basis, the **Insured** will have to pay or which **We** may elect to pay on **the Insured's** behalf. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, radiological and pathological services as stated in the **Policy's Table of Benefits**, emergency transport by ambulance (or other rescue service to take **you** to the hospital or clinic), hospital, nursing home and nursing costs

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

- a. **Our** Medical Officers consider prescribing specialized Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy, on an **Outpatient** basis, **we** will indemnify **the Insured** for these treatment costs up to the limits stated in the Schedule attached to this Policy.
- b. **We** will pay for Emergency Medical **Repatriation** of an Insured convalescing patient and repatriation of an Insured's mortal remains with Our prior approval and confirmation in writing.

2. Exclusions applicable to Section 1 only

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 Section 1 only

- a. 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
- b. As 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
- c. Notice must be given to the **Insurers** as soon as reasonably practicable of any **Accident** which causes or may cause Medical Expenses, 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.

- 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