

INDEPTHS MEMBERS AFFINITY GROUP ACCIDENT POLICY GOLD ANNUAL COVER



Coverage for Accidents

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**.

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.

3.	Emergency Repatriation (at the option of the Company)	£50,000
4.	Air Evacuation	£50,000
5.	Search and Rescue Costs	£20,000
6.	Reasonable Transportation Costs & Accommodation Expenses	£ 2,500
7.	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	£12,500
viii.	Loss of one limb	£5,000
ix.	Loss of one eye	£5,000
x.	Loss of two limbs, two eyes or one of each	£12,500
xi.	Permanent Total Disability	£12,500
8.	Civil Liability awards against the Insured	£50,000 (including legal costs)

DEFINITIONS

- Insured** means the person enrolled as a member into the INDEPTHS affinity group by the **Participating Dive Centre** and having paid the appropriate premium is covered by the INDEPTHS master accident policy.
- Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- Authoritative Diving Bodies** means recognised national and international controlling organizations like but not limited to SSI, PADI, NAUI, BSAC, or organizations affiliated to **R.S.T.C.** or **C.M.A.S.** who provide guidelines and recommendations for safe diving practices.
- 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**.
- Claims Administrator** means the designated claims administrator (Dive Master Insurance Consultants Ltd)
- Assistance Company** means the agent (ONE ASSIST) of the underwriting **Company** authorised to assist the **Insured** as a result of an insured **Accident**
- Company** shall mean certain Underwriters at Lloyd's
- Medical Expenses** means expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and emergency medical transportation.
- Sports Diving** means recreational snorkelling and/or 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.
- 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
- 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**.
- 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) if the **Insured** was accompanied by them at the time of the accident/injury and if these costs are not covered by a more specific policy. Additionally covered are:
 - the costs to repatriate the **Insured's** mortal remains.
 - Post Treatment Costs of Hotel or Reasonable Accommodation 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.
 - Costs associated with travelling to and from a hospital or clinic more than 30 miles from your hotel or place of residence to obtain medical opinion or ongoing treatment after an **Accident** or **Injury** incurred under this policy.
- 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.
- 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

Failure to comply with these provisions may invalidate your claim.

Provided always that:

- The **Sports Diving** is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Bodies**.
- No costs that are recoverable under this policy shall be incurred or payments made over the first £100 GBP without a receipt and the consent of the **Claims Administrator**. This provision is waived when emergency care needs to be administered.
- The total sum payable in respect of any one **Accident** or claim shall not exceed the aggregate sum of £100,000 GBP
- Payments shall only be made under the sections of the Schedule of Benefits if:
 - Under section 6.I death occurs within 365 days of the date of the **Accident** and the claim being notified to the **Claims Administrator**.
 - Under section 6.II the **Insured** suffers **Permanent Total Disability** within 365 days of the date of the **Accident** and the claim being notified to the **Claims Administrator**.

The **Insured** is under the age of 70 at the time insurance commences, unless specifically accepted by the **Claims Administrator** following medical examination to confirm fitness to dive.

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**.

SCHEDULE OF BENEFITS

The underwriting **Company** will pay up to the limits set against each section. However, the maximum total recoverable amount under this policy in the aggregate shall not exceed £100,000 in all.

1.	Medical Expenses	£100,000
2.	Hyperbaric Treatment Costs	£100,000

This INSURANCE is underwritten for INDEPTHS Members by certain Underwriters AT LLOYD'S

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

- This insurance does not provide coverage for any **Accident** resulting directly or indirectly from:
- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - Radioactive contamination of any nature.
 - Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.
 - 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).
 - Any pre-existing health condition which the insured was aware they were undergoing treatment for, aware they were suffering from recovering from or awaiting treatment for.
 - Any mental or psychological disorder of any nature.
 - Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
 - 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.
 - Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.
 - Sports Diving** deeper than 50 metres on Air and 75 metres on an appropriate mixed gas (unless in an attempt to save human life).
 - Any Civil law suit brought against the **Insured** in the USA and Canada, their territories and possessions.
 - Any and all claims notified or made after 31 days from the end of the insured period, or after the **Insured** is returned to their country of domicile.
 - Claims for unauthorised **Search and Rescue** costs.
 - Civil liability claims from claimants that are not **Third Parties** as defined under **DEFINITIONS**.

Please Note:

Neither INDEPTHS, the **Assistance Company** (ONE ASSIST), nor the **Company**, **Participating Dive Centre** or the **Claims Administrator** 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

Cancellation and return of premium can only be given if the risk has not occurred or attached to this policy and the **Claims Administrator** has given their written agreement to cancellation.

SUBROGATION

The underwriting **Company** has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. The **Insured** agrees to give all and every possible cooperation in providing information, documentation, statements and correspondence to allow the **Company** to recover from any other valid Insurance Policy or Source the **Insured** may have or be covered by at the time of the **Accident**.

JURISDICTION

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

WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT

In the event of a Medical Emergency as a result of a Sports Diving Accident go to or call immediately the nearest physician or hospital without delay, then contact ONE ASSIST. ONE ASSIST 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. ONE ASSIST 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 ONE ASSIST immediately for benefits, verifications & procedures.

Call toll free on the above telephone numbers or contact directly

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

Email: ops@oneassist.com

COMPLAINTS

Any complaint you may have regarding your policy may be addressed to Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, United Kingdom. Dive Master Insurance Consultants Ltd will try to resolve your complaint if you are not satisfied with the manner in which your complaint has been dealt with thereafter you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law. The address is Lloyd's, 1 Lime Street, London EC3M 7HA Tel: 0207 327 1000

ACCIDENT AND EMERGENCY POLICY - GOLD COVER PLUS

THIS POLICY WORDING IS AN EXTENSION OF THE GOLD ANNUAL COVER



DEFINITIONS

These words are listed in alphabetical order and whenever they are used in the Policy in bold typeface they have the meanings set out below:

"ACCIDENTAL BODILY INJURY" : bodily injury caused solely and directly by accidental slipping, tripping or fall, and accidental, external, visible and violent means sustained whilst entering, traveling in, or on, or alighting from any aircraft, boat, ship, railway train, bus, or taxi (as a passenger) or driving of a motor vehicle, or any hire car, or motorcycle, moped or scooter of 125 cc or less, when wearing a helmet, which directly and independently of any other cause results in an accident, **Your Death**, the **Loss of**, or **Loss of use of Limbs**, or the **Loss of Sight**, or **Permanent Total Disability**.

Please note: **Accidental Bodily Injury** shall include exposure to the elements.

"INSURER": Certain Underwriters at Lloyd's and this risk is underwritten by Dive Master Insurance Consultants Ltd on behalf of and for INDEPTH'S.Org Members. Dive Master Insurance Consultants Ltd is authorised and regulated by the Financial Services Authority (FSA). Registered Number 306316. Telephone +44 (0) 1702 476902 Fax +44 (0) 1702 471892 **"LOSS OF, OR LOSS OF USE OF LIMBS"**: the total and permanent loss of a limb or limbs by a physical separation at or above the wrist or ankle or the total, permanent and irrecoverable loss of use of one or more limbs.

"LOSS OF SIGHT": the total and irrecoverable loss of sight in one or both of your eyes.

"PERMANENT TOTAL DISABILITY": a condition which, one year after the date of disablement, is of a permanent, severe and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **Your** life and which in the **Insurer's** reasonable opinion prevents **You** from engaging in any work or occupation for remuneration or profit.

"WE, US, OUR": Certain Underwriters at Lloyd's, Dive Master Insurance Consultants Ltd who underwrite this policy on behalf of certain underwriters at Lloyd's and who are regulated by the Financial Services Authority (FSA) of the United Kingdom and entered in the FSA register under number 306316

"YOU, YOUR, INSURED PERSON": an INDEPTH'S.Org Member who has been enrolled in the INDEPTH'S.Org Group Trade Log In Diving Accident Insurance Programme and by virtue of the payment of an additional premium is also enrolled in this Accident and Emergency Policy.

CONDITIONS - These conditions explain the rules of the Policy.

No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the **Insurer**.

- This Policy shall have no surrender value.
- If any information provided by **You** or anyone acting on **Your** behalf to **Us** or the **Insurer** is deliberately inaccurate or misleading or if **You** fail to disclose any information which might reasonably affect the **Insurer's** decision to provide insurance or deal with a claim presented by **You**, **Your** right to any benefit under this Policy shall end.
- You** must not act in a fraudulent manner. If **You** or anyone acting for **You**
 - make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect or
 - make a statement in support of a claim knowing the statement to be false in any respect or
 - submit a document in support of a claim knowing the document to be forged or false in any respect or
 - make a claim in respect of any loss or damage caused by **Your** willful act or with **Your** connivance

Then the **Insurer**

- shall not pay the claim
 - shall not pay any other claim which has been or will be made under the Policy
 - may at its option declare the Policy void
 - shall be entitled to recover from **You** the amount of any claim already paid under the Policy
 - shall not make any return of premium
 - may inform the police of the circumstances.
- It is not possible for **You** to transfer **Your** rights under this Policy.
 - All benefits payable under this Policy shall be paid to **You** or in the case of benefit paid after **Your** death to **Your** legally appointed personal representatives. Receipt of benefits will be regarded as a full discharge of the liabilities under this Policy.
 - It is a pre-condition of the **Insurer's** liability that **You** comply with all Parts of this Policy and that **You** take all reasonable steps to minimise the **Insurer's** risk and ongoing liability under this Policy.
 - This Policy, any endorsement to it, any proposal and any other written statement made by **You** or on **Your** behalf on which the **Insurer** has relied when accepting **You** for cover under this Policy, shall constitute the entire contract between **You** and the **Insurer**.
 - We will always communicate with **You** in English.
 - Other taxes or costs may exist that are not paid through **Us** or the **Insurer** or imposed by **Us** or the **Insurer**.
 - You** can cancel **Your** Policy at any time. If **You** want to cancel **Your** Policy then **You** should call **Us** on +44 (0) 1702 476902. You can also write to **Us** at Dive Master Insurance Consultants Ltd Kingsbridge House 17 to 23 Rectory Grove, Leigh On Sea, Essex, UK SS9 2HA, or **You** can send **Us** an e-mail to Sales@Dive-Master.Net. Please ensure that **You** include **Your** full name and address, and when and where **You** bought this insurance. There is no return of premium or surrender value in this insurance.
 - This Policy has a duration of 12 months from the date it was electronically effected through the INDEPTH'S.Org Trade Log In system.
 - The **Insurer** may at any time change any term or condition of this Policy by giving not less than 30 days written notice of such change to **You** at **Your** last known email address or to the dive school or center where this insurance was taken out.

WHAT IS COVERED

In the event of **You** suffering **Accidental Bodily Injury** which causes any of the following disabilities, or death, the **Insurer** will pay the appropriate benefit set out in the benefits table below:

Benefits:	
1) Medical Treatment up to	£10,000
2) Death	£10,000
3) Loss of, or the use of one or more Limbs	£10,000
4) Loss of Sight	£10,000

This insurance cover extends to **Accidental Bodily Injury** sustained during excursions and activities whilst on holiday, the **Accidental Bodily Injury** must result in death, loss or

disablement directly and independently of any other cause within 2 years after the date of the **Accidental Bodily Injury** occurring.

Medical Treatment costs will only be reimbursed if treatment costs are pre approved by **Us** or our **Assistance Company** or paid upon the presentation of verifiable bills and receipts for treatment that was medically necessary as a result of a covered **Accidental Bodily Injury**. In the event of the disappearance of an **Insured Person**, if after a period of time it is reasonable to believe that the **Insured Person** has died as a result of a bodily injury covered by this Policy benefit will only be paid on receipt of a signed undertaking that benefits will be repaid to the **Insurer** if such benefit is subsequently found to have been paid in error.

Benefit to any one **Insured Person** shall be limited to ONE of the items 1 - 4 shown in the table of benefits above and our liability to you under this policy will not exceed £10,000 in total.

WHAT IS NOT COVERED

The **Insurer** will not pay benefit if the **Accidental Bodily Injury** results directly or indirectly from:

- war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event; or
- flying, except as a fare paying passenger in an aircraft operating under its own power; or
- Your** suicide or self-inflicted injury or deliberate exposure to exceptional danger; or
- Your** engagement in any criminal activity; or
- You** being under the influence of alcohol or drugs, otherwise than under the direction of a registered medical practitioner provided that such direction is not given due to **Your** treatment for drug addiction or dependence; or
- Sickness or disease not directly resulting from **Accidental Bodily Injury** any existing defect or chronic or recurring disease, disorder or other condition which **You** were aware of at the start date of this Policy or which **You** have suffered in the 12 month period prior to the start date of this Policy; or
- if the **Accidental Bodily Injury** arises from or is traceable to or is caused by any gradually developing deterioration whatever the cause of that deterioration.
- Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
- Post traumatic Stress Disorder or any psychological or psychiatric condition
- Pregnancy, childbirth or miscarriage.
- Motor cycle accidents where no helmet is worn.

Excess - We will not pay the first £150 of any Medical Treatment Costs as a result of you sustaining a covered **Accidental Bodily Injury** due to riding a motorcycle, moped or scooter. **Double Insurance** - If another insurance policy exists covering **You** for the same risk covered by this policy, **You** must disclose its existence to **Us** prior to **Us** paying **You** a benefit under this policy. In this situation this policy will become excess to the benefits of the other policy and **We** shall have the right to recover any outlay that **We** made in good faith against any and all such other policies that **You** may have. **You** agree to provide **Us** with any help and assistance that **We** may reasonably and legally expect of **You** to help **Us** to effect recovery of **Our** outlay.

HOW TO MAKE A CLAIM

Please request a claim form by:

- Writing to Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, UK, or
- Telephoning +44 (0)1702 476902, or
- Faxing +44 (0)1702 471892, or
- Emailing: claims@dive-master.net

Notice of any claim should be given within 120 days of the date of the event giving rise to that claim together with, at **Your** expense, such information and proof as the **Insurer** may reasonably require. If such notice and information is not given within this 120 day period then, other than in exceptional circumstances, no benefits will be paid in respect of the claim. The **Insurer** may require **You**, at its expense, to be examined by a medical examiner of its choice. If **You** fail to attend any such examination, no further benefit shall be payable.

The **Insurer** may also arrange for an agent to visit **You**. The purpose of any such visit will be to gather details relating to **Your** claim in order to ensure an accurate assessment. It is essential that **You** make yourself available for any such visit. If **You** fail to do so, no further benefit shall be payable.

Please Note: Neither INDEPTH'S, the **Assistance Company** (ONE ASSIST), nor the **Company, Participating Dive Centre** or the **Claims Administrator** 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.

WHAT TO DO IN THE EVENT OF AN ACCIDENT

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This INSURANCE is underwritten for INDEPTH'S Members by certain Underwriters at Lloyd's