INDEPTHS MEMBERS AFFINITY GROUP ACCIDENT POLICY SILVER 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.

DEFINITIONS

1. **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.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
3. **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.
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** means the agent (ONE ASSIST) of the underwriting Company authorised to assist the Insured as a result of an insured Accident
7. **Company** shall mean certain Underwriters at Lloyd's
8. **Medical Expenses** means expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and emergency medical transportation.
9. **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 0said equipment.
12. **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
13. **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**.
14. **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:

i) the costs to repatriate the Insured's mortal remains.
ii) 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.
iii) 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.

15. **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.
16. **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:

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.**
2. 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.
3. The total sum payable in respect of any one **Accident** or claim shall not exceed the aggregate sum of £65,000 GBP
4. Payments shall only be made under the sections of the Schedule of Benefits if:
   a) Under section 6.I death occurs within 365 days of the date of the **Accident** and the claim being notified to the **Claims Administrator.**
   b) 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**.
5. The **Insured** is under the age of 70 at the time insurance commend, unless specifically accepted by the **Claims Administrator** following medical examination to confirm fitness to dive.
6. 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 £65,000 in all.

1. Medical Expenses	£65,000
2. Hyperbaric Treatment Costs	£65,000
3. Emergency Repatriation (at the option of the Company)	£30,000
4. Air Evacuation	£30,000
5. Search and Rescue Costs	£20,000
6. Reasonable Transportation Costs & Accommodation Expenses	£ 1,500
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	£7,500
II. Loss of one limb	£3,000
III. Loss of one eye	£3,000
IV. Loss of two limbs, two eyes or one of each	£7,500
V. **Permanent Total Disability**	£7,50
8. Civil Liability awards against the **Insured**	£50,000 (including legal costs)

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

This insurance does not provide coverage for any **Accident** 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 aware they were undergoing treatment for, aware they were suffering from recovering from or awaiting treatment for.
6. Any mental or psychological disorder of any nature.
7. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
8. 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.
9. Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.
10. **Sports Diving** deeper than 50 metres on Air and 75 metres on an appropriate mixed gas (unless in an attempt to save human life).
11. Any Civil law suit brought against the **Insured** in the USA and Canada, their territories and possessions.
12. 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.
13. Claims for unauthorised **Search and Rescue** costs.
14. 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

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