



IDEC DIVER ACCIDENT INSURANCE POLICY WORDING

Issued by

Dive Master Insurance Consultants Ltd
17-23 Rectory Grove, Leigh-on-Sea
Essex SS9 2HA
England
Telephone number: +44 1702 476902
Facsimile number: +44 1702 471892

as agents acting on behalf of Lloyd's Underwriters under Contract No. [S122154]

IMPORTANT INFORMATION ABOUT YOUR POLICY

The Insurance Contract

This Policy is a legal contract between You and Us. Your Policy contains all the details of the cover that We provide, including the terms, Conditions and Exclusions, and is subject always to Our receipt of the Premium. This Policy consists of and must be read together with any Certificates, Schedules and Endorsements.

You must comply with all provisions of this Policy, otherwise We may be entitled to refuse to pay a claim or reduce the amount You are entitled to receive.

This Policy is in force for the Period of Insurance set out in the Certificate of Insurance or until cancelled.

Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Your Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act You have a duty of disclosure.

Before You take out insurance with Us, You have a duty to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision to insure You and to the terms of that insurance. You have the same duty to inform Us of those matters before You renew, extend, vary or reinstate Your contract of insurance. Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know; or
- as to which compliance with your duty is waived by Us.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any Claim;
- cancel the contract;
- refuse to pay the Claim;

- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

Cooling Off Period

A cooling off period applies to this Policy. If You decide this Policy does not meet Your needs You are entitled to cancel this Policy by notifying Us in writing prior to the expiration 14 days from the earlier of:

- the date You received confirmation of the insurance transaction; or
- the end of the fifth day after the Policy was issued to You.

A full refund of the premium You have paid will be made to You provided that the Period of Insurance has not commenced and unless You have made a claim under this Policy.

You can also cancel the Policy at other times in accordance with the terms shown in the Policy.

General Insurance Code of Practice

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. You can obtain a copy of the Code from www.codeofpractice.com.au.

Dispute Resolution Process

Please contact Oceanic Marine Risks in the first instance to discuss any queries or issues with the coverage however any complaint relating to this insurance should in the first instance be referred to:

Dive Master Insurance Consultants Ltd
17-23 Rectory Grove
Leigh-on-Sea
Essex SS9 2HA
England
Telephone number: +44 1702 476902
Facsimile number: +44 1702 471892

If this does not resolve the matter or You are not satisfied with the way the complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone number: (02) 9223 1433
Facsimile number: (02) 9223 1466

If your claims dispute remains unresolved You will be referred to the Financial Ombudsman Service (FOS) under the terms of the General Insurance Code of Practice. FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will be free of charge to You. For other disputes You will be referred to other procedures for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

How to make a claim

If You wish to make a claim please contact Us or submit a claim form online under 'I need to make a claim' at www.divemasterinsurance.com.au. Further details about making a claim are shown in the policy wording.

POLICY WORDING

COVERAGE

We hereby agree to indemnify **You** subject to the **Definitions, Provisions** and **Exclusions** contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** sustained while **You** are engaged in **Sports Diving**.

IMPORTANT: By virtue of the Private Health Insurance Act 2007 the cover referred to in this Policy is not available to Australian policy holders in respect to hospital treatment, medical and health services, medical, surgical and prosthetic equipment and appliances, drugs and medicines or ambulance services provided in Australia.

DEFINITIONS

For the purpose of this Policy:

1. **After the Event Medical Expenses** means:
 - (a) medical expenses incurred as a result of a covered loss after returning home to the address stated to **Us** by the **Insured** at the time of taking out this insurance for medical physician ordered services, approved medical therapies, medically approved alternative remedies and treatment, PFO tests, and PFO closures when deemed medically necessary and subject to them not being recoverable from any other source.
 - (b) other agreed medical and surgical procedures required as a consequence of the injury claimed for under this Policy that are covered by another source but are accepted by the **Insurer** and/or its **Claims Administrator** as being unreasonably delayed.
 - (c) fitness to return to diving examinations following a covered loss under this Policy by an approved diving medical physician agreed by the **Insurer** and/or its **Claims Administrator**.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
3. **Assistance Company** means the agent (CEGA Group) of the **Insurer** authorised to assist **You** as a result of a **Sports Diving Accident**.
4. **Authoritative Diving Bodies** means recognised national controlling organisation, 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.
5. **Certificate of Insurance** is the Certificate of Insurance issued to **You** when to take out this insurance or when **You** renew or endorse the Policy.
6. **Claims Administrator** means the designated claims administrator (Dive Mater Insurance Consultants Ltd).
7. **Immediate Emergency Medical Expenses** means expenses necessarily incurred by the **Insured** for physician services, physician ordered services, and local emergency medical transportation at the time of the **Accident/Injury**.
8. **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 medically 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.

9. **Insured** means the individual who has proposed insurance to the **Insurer** and is specified on the **Certificate of Insurance**.
10. **Insurer** shall means certain Underwriters at Lloyd's in accordance with Contract No.S122154.
11. **Loss of Limb** means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrevocable loss of use of hand, arm or leg.
12. **Period of Insurance** means the period stated in the **Certificate of Insurance**.
13. **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.
14. **Reasonable Transportation Costs and Accommodation Expenses** means:
- (a) the costs to return the **Insured** to their Normal 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**.
 - (b) the costs to repatriate the **Insured's** mortal remains.
 - (c) 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.
 - (d) costs associated with travelling to and from a hospital or clinic more than 30 miles from the **Insured's** Normal Place of Residence to obtain medical opinion or ongoing treatment after a diving accident or injury incurred under this policy.
15. **Search and Rescue** means activities authorised 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**.
16. **Sports Diving** means recreational snorkelling, recreational breath hold Free Diving and Apnoea, 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.
17. **We, Our and Us** means the **Insurer** through its agent Dive Master Insurance Consultants Ltd.
18. **You and Your** means the individual who has proposed insurance to the **Insurer** and is specified on the **Certificate of Insurance**.

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:
- (a) **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.

- (b) 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.
- (c) 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 1(j), all other policy conditions remain unaltered.

2. No costs shall be incurred or payments made without **Our** consent or the consent of the **Claims Administrator**. This provision may be waived when emergency care needs to be administered.
3. The total sum payable in respect of any one **Accident** shall not exceed the aggregate sum of **\$240,000.00**.
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**.
 - (b) Under section 6.II and 6.III **Loss of Limbs** occurs within 365 days of the date of the **Accident**.
 - (c) 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. Supported **Sports Diving** deeper than 80 metres and up to a maximum depth of 130 metres which is subject to **EXCLUSION 1(j)** of this policy is only covered when utilising adequate surface support, adequate support/rescue divers and adequately deployed stage decompression breathing gas, at dive locations where appropriate medical treatment and appropriate hyperbaric treatment is available and within no more than one hour travelling time from the dive site.
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 this Policy.

SCHEDULE OF BENEFITS

We will pay up to the limits set against each section. However, the maximum amount payable under this Policy in the aggregate shall not exceed **\$240,000.00**.

1.	Immediate Emergency Medical Expenses	\$160,000.00
2.	Hyperbaric Treatment Costs	\$160,000.00
3.	Emergency Air Evacuation/Repatriation (at the option of the Insurer)	\$120,000.00

4.	Search and Rescue	\$80,000.00
5.	Reasonable Transportation Costs & Accommodation Expenses	\$8,000.00
6.	Personal Accident Coverage: If during the Period of Insurance the Insured sustains Injury/death due to a Sports Diving Accident , the following benefits will apply:	
(a)	Death	\$24,000.00
(b)	Loss of one limb	\$8,000.00
	Loss of one eye	\$8,000.00
(c)	Loss of two limbs	\$16,000.00
(d)	Two eyes or one of each	\$16,000.00
(e)	Permanent Total Disability	\$16,000.00
7.	After the Event Medical Expenses:	\$80,000.00

TERRITORIAL LIMITS

Worldwide

EXCLUSIONS

1. The Policy does not provide coverage for any **Accident/Injury** resulting directly or indirectly from:
 - (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - (b) Radioactive contamination of any nature.
 - (c) Persons aged 70 years or over who have not been specifically accepted under this Policy following medical examination to confirm fitness to dive.
 - (d) Wilfully 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).
 - (e) Any pre-existing health condition which the **Insured** was undergoing, suffering from, recovering from or awaiting treatment for prior to **Sports Diving**.
 - (f) Any mental or psychological disorder of any nature.
 - (g) Any fraudulent, dishonest or criminal act by the **Insured** or person(s) with whom the **Insured** is in collusion.
 - (h) Any **Injury/Accident** not reported to the **Claims Administrator** or **Assistance Company** within 31 days of the date of the event which may give rise to a claim under this Policy.
 - (i) Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.

- (j) Subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless other endorsed, this Policy excludes:
- (i) **Sports Diving** deeper than 50 metres on breathing Air.
 - (ii) Unsupported **Sports Diving** deeper than 80 metres on appropriate mixed breathing gas or where the Partial Pressure of Oxygen (PPO₂) within the breathing gas exceeds 1.4 bar.
 - (iii) Supported **Sports Diving** deeper than 130 metres where the Partial Pressure of Oxygen within the breathing gas exceeds a PPO₂ of 1.4 bar. See **PROVISION 6**.
 - (iv) A lack of the correct diver certification and/or lack of provable experience by way of Your logged dive records where this lack of certification and/or logged experience was directly causative of the **Accident/Injury**.

IMPORTANT NOTE: this exclusion will not apply in an attempt to save human life.

- (v) Neither CEGA nor the **Insurer** 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.
 - (vi) Claims for unauthorised **Search and Rescue** costs.
2. No benefit payments shall be made under any policy for charges to which s121 of the Private Health Insurance Act 2007 applies or by any rules made thereunder.

CONDITIONS

1. Claims procedure

Written notice of a claim must be sent to the **Claims Administrator** or **Assistance Company** as soon as reasonably possible and in any event within 30 days of the date of the event for which the claim is made.

2. Fraud

Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle **Us** to render this Policy null and void and any monies which have been paid by **Us** to **You** must be repaid in full immediately.

3. Cancellation

You may cancel the Policy at any time after the Cooling Off Period has ended and after the Policy has commenced by giving **Us** written notice of the cancellation. **We** will refund the proportion of the premium for the unexpired **Period of Insurance** 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.

We may cancel the Policy at any time in accordance with the *Insurance Contracts Act 1984* in which case **We** will refund the proportion of the premium for the unexpired **Period of Insurance** but subject to a maximum return of premium of 50%.

4. Subrogation

If any payment is made by **Us** under this Policy in respect of a claim or loss, and there is available to **Us** any of **Your** rights of recovery against any other party, then **We** maintain all such rights of recovery.

We have the right to take action or institute legal proceedings in **Your** name for the recovery of payments made to **You**.

You must not enter into agreements, or make admissions, which affect **Our** right to recover payments and expenses, without first obtaining **Our** written approval to do so.

Any recovery shall be applied as follows:

- (a) to **Us** up to the amount of **Our** payment in respect of compensation, expenses and defence costs; and then
- (b) to **You** as recovery of **Your** excess or other amount paid as compensation or costs and expenses.

5. **Governing Law and Jurisdiction**

This Policy shall be governed by the laws of the Australian State or Territory in which it was issued and the parties hereto agree to submit to the exclusive jurisdiction of any competent Court in that State or Territory.

6. **Interpretation**

The Policy and the **Certificate of Insurance** shall be read together as one contract.

Any word or expression to which a specific meaning has been attached in this Policy shall bear the same meaning wherever it may appear in this Policy.

Any reference to:

- (i) the singular shall include the plural and vice versa;
- (ii) the masculine shall include the feminine and vice versa;
- (iii) a state, statutory instrument, regulation or order shall include any amendment and/or re-enactment thereof.

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.

Give your name, I.D. number "347311" and a brief description of the problem.

Assistance Co-coordinators are multilingual and are available 24 hours daily. ONE ASSIST EXTENDS WORLDWIDE.

ONE ASSIST will immediately take the appropriate action necessary and continue to monitor **Your** case until the situation is resolved.

NOTICE TO PHYSICIANS AND HOSPITALS

Contact ONE ASSIST immediately for benefits verification and procedures (Call collect, if necessary)

Tel: +44 12431992 444 337 or contact by email at ops@oneassist.com