

POLICY: SM1328- CSM011018

## COVERAGE

### Coverage for Accidents

The underwriting Company hereby agrees to indemnify 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 **Recreational Diving** this includes spearfishing without the use of Scuba.

### Coverage for Civil Liability

The underwriting **Company** will indemnify the **Insured** while the Insured is engaged in **Recreational Diving** 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 € 375,- 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 Dive Assist Group SIA and its membership for the time being enrolled in the master policy and having paid the appropriate membership fee for Scubamedic category of membership is covered by the Dive Assist Group SIA master policy and any schedules attaching.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
3. **Authoritative Diving Organisations** means recognised national and international controlling organizations like but not limited to ACUC, BS-AC, FEDES, NAUI, PADI, SSI and VDST or other 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 - Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL, Telephone: 01623 683 585, Email: claims@ias-health.co.uk
6. **Assistance Company** means the agent (Mayday Assistance) of the underwriting Company authorised to assist the Insured as a result of an insured Accident
7. **Company** shall mean Compensa Vienna Insurance Group ADB Latvia branch.
8. **Medical Expenses** means emergency medical expenses necessarily incurred by the Insured for physician services, physician ordered services, and local emergency medical transportation at the time of the Accident/Injury or within 60 days of the accident.
9. **Recreational Diving** means recreational snorkelling, recreational breath hold Free Diving and Apnoea, spearfishing without the use of an Scuba and recreational diving whilst wearing or using standard manufacturers diving equipment made for the purpose for either SCUBA or surface supply diving and until the Insured stops using and removes said equipment.
10. **Permanent Total Disability** means disability which entirely prevents the **Insured** from attending to any business or occupation of any and every kind to which the **Insured** is suited by way of training or education and lasts 365 days and at the expiration of that period is beyond hope of improvement.

11. **Search and Rescue** means activities authorized and instigated by or on behalf of the local Coast Guard, Police or other National or International emergency service responsible for safety at sea to rescue or save the **Insured**.
12. **Reasonable Transportation Costs and Accommodation Expenses** means: the costs to return the **Insured** to their Ordinary Place of Residence. This cover extends to the Insured's immediate family (partner and children) 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 and have been agreed by the Claims Administrator . Additionally covered are:
  - i. the costs to search for, recover and 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.
13. **Third Parties** means anyone other than the **Insured** and the **Insured's** employees or blood relatives up to the second degree.

## PROVISIONS

### Provided always that:

1. The **Recreational Diving** is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the **Authoritative Diving Organisations** and the **Insured** is medically fit to dive at the time of commencement of the dive.
2. No costs that are recoverable under this policy shall be incurred without a receipt and 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** or claim shall not exceed the limits stated in the Schedule of Benefits.
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 commenced, unless specifically accepted by the **Claims Administrator** following medical examination to confirm fitness to dive.
6. The **Insured** does not admit to or reply to any civil liability claim they are aware will be made against them but agrees to immediately send any notification of claim or intent to claim against them, be it verbally or by letter/fax or service of Law Suit, or by any form of electronic correspondence, to the **Claims Administrator**.
7. If you suffer a **Recreational Diving** Accident during the period of insurance your injuries must be fully resolved and you must be medically fit to dive at the time of recommencement of further diving.
8. In the event of a loss or Injury in one of the territories outlined in the accompanying "SCUBAMEDIC International Treatment Advice" The Insured must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to **Claims Administrator's** prior approval.

Furthermore:

9. It is a condition precedent to cover that in the event of a loss the **Insured** will cooperate in providing medical records to Insurers or Insurers appointed medical experts in order to validate the claim
10. For any and/or all necessary treatments costs to be recoverable under this policy they must be prescribed and delivered within a maximum of 90 days after the accident occurs.
11. Where further treatments are prescribed and delivered after 90 days the coverage for these further treatments is limited to €10,000 as per the “Other medical costs prescribed and delivered 90 days after the accident occurred” section within the Schedule of benefits.
12. In all cases the treatments must be prescribed and delivered within 365 days of the covered diving accident.
13. Coverage for residents of the USA and Canada is limited to accidents and costs arising outside of the USA and Canada.

**Failure to comply with these provisions may invalidate your claim**

**SCHEDULE OF BENEFITS**

The underwriting **Company** will pay up to the limits set against each section. However, the maximum total recoverable amount under sections 1. to 5. in the aggregate shall not exceed €50,000 in total.

1.	<b>Medical Expenses</b>	€ 50.000	
2.	Hyperbaric Treatment Costs	€ 50.000	
3.	Emergency Repatriation (at the option of the <b>Company</b> )	€ 30.000	
4.	<b>Reasonable Transportation Costs &amp; Accommodation Expenses</b>	€ 5.000	
5.	Search and Rescue Costs	€ 30.000	
6	Personal <b>Accident</b> Coverage: If during the coverage period the <b>Insured</b> sustains <b>Injury</b> /death due to a <b>Recreational Diving Accident</b> , the following benefits will apply:	Death	€ 6.000
		<b>Permanent Total Disability</b>	€ 6.000
7.	Civil Liability awards against the <b>Insured</b>	€ 150.000	(including legal costs)
8.	Other medical costs prescribed and delivered 90 days after the accident occurred	€10.000	

**TERRITORIAL LIMITS**

Worldwide- (Maximum stay in USA & Canada limited to 30 days any one policy period).

**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. The discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason

4. Persons aged 70 years or over who have not been specifically accepted under this insurance following medical examination to confirm fitness to dive.
5. Willfully self-inflicted injury or illness, effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured's Recreational Diving** Activities) and/or any self exposure to unnecessary risk (unless in an attempt to save human life).
6. 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.
7. Myocardial infarctions (Heart attacks), brain hemorrhage, strokes and arterial occlusions of any kind.
8. Any mental or psychological disorder of any nature and the consequence of a covered Accident leading to mental or psychological disorder.
9. Any fraudulent, dishonest or criminal act the **Insured** or person(s) with whom the **Insured** is in collusion.
10. Any **Injury/Accident** not reported to the **Claims Administrator** or **Assistance Company** within 31 days of the occurrence which may give rise to a claim under this insurance.
11. Any and all **Injury** sustained while using a speargun or similar device when used in conjunction with an aqualung.
12. Any freediving competition or national or international record attempts unless specifically agreed by the Underwriters in writing.

Furthermore:

13. **Recreational Diving** is subject always to your **Authoritative Diving Bodies** recommendations for safe diving practice and unless otherwise endorsed, this insurance excludes diving :
  - i) that is not carried out in accordance with the guidelines and recommendations for safe **Recreational Diving** practices as established by the **Authoritative Diving Bodies**
  - ii) over 130 metres in sea water unless Underwriters agreement is obtained after a written submission
  - iii) without the correct diver certification and/or lack of provable experience by way of your logged dive records

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

14. Any Civil law suit brought against the Insured in the USA and Canada, their territories and possessions are excluded.
15. Any and all claims notified or made after 30 days from the end of the insured period are excluded.
16. Claims for unauthorised **Search and Rescue** costs are excluded.
17. Any Civil Liability claim as a result of engaging in professional teaching or supervision of **Recreational Diving**, any death, injury of your employees, any damage to property owned by or in the care custody or control of your employees and any loss of or damage to property which belongs to your family, belongs to you household or was in their care custody or control at the time they were lost or damaged are excluded.
18. This insurance excludes any Accident that leads to broken bones or damage to the bones, teeth, braces or palate, broken vertebrae, damage to

- ligaments, tendons and muscles unless the Accident occurs in an unexpected and fortuitous way whilst performing the Insured activity with a licensed dive school. The maximum sum recoverable is €3000.
19. All claims incurred whilst out of the water unless verified by a licensed dive school within 7 days of the incident are excluded
  20. Illness, sickness or disease not directly identifiable as a result of a diving Accident are excluded.
  21. **Medical Expenses** incurred in a territory outlined in the "SCUBAMEDIC International Treatment Advice" at any medical facility not listed without the **Company's** prior approval are excluded.
  22. **Medical Expenses** incurred by the Insured for physician services, physician ordered services and local emergency medical transportation at the time of the Accident/Injury that are not authorised by the Claims Administrator. This exclusion is not in force in the case of emergency treatments or emergency evacuation that must be informed to the claim administrator as soon as possible.
  23. Excluding claims made by residents of the USA and Canada for accidents and costs arising in the USA and Canada.

**Please Note:**

The **Company**, the **Assistance Company** and the **Claims Administrator** are not responsible for the availability, quantity or quality of medical treatment or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical treatment or medical services

**CANCELLATION**

Insurers give you a Cooling Off Period of 14 days from the time you receive the policy. If the policy and schedule does not provide you with the protection that you want and you do not want to continue with the insurance you may cancel the policy within this period and obtain a full refund, provided that the period of insurance has not commenced.

**SUBROGATION & NON CONTRIBUTION**

The underwriting **Company** has the right to recover against any other valid Insurance Policy or Source which could be called into contribution. Where another policy covering the same claim is in force this policy shall apply only in excess of any amount paid under such other insurance.

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**.

This policy will not contribute to any claims that would or have been declined under the terms of this policy or any endorsements, conditions or exclusions issued to the Insured with this policy.

**JURISDICTION**

For the purposes of policy disputes between the Insured master policy holder and the insurers is Latvia. It is noted and agreed that law & jurisdiction for claims shall

be noted as the territory in which the insured member resides, excluding USA, Canada and their territories or possessions.

## **DATA PROTECTION**

The Insurer shall not disclose information about the Policy holder and Insured to the third persons, except for the cases stipulated in laws and regulations of the Republic of Latvia. However the Insurer, for provision of efficiency of its commercial activity, shall be entitled to exchange information with other Insurers about the Insured and Policy holder.

During validity of the Insurance agreement, the Insurer shall contact the Insured and Policy holder in Latvian, as well as respond to queries expressed in Latvian or any other language that is known to both parties.

## **WHAT TO DO IN THE EVENT OF A RECREATIONAL DIVING ACCIDENT**

### **INSIDE SPAIN**

In the event of a Medical Emergency as a result of a **Recreational Diving** Accident inside Spain go to or call immediately the nearest physician or hospital without delay, then contact SEGURSUB. SEGURSUB 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. SEGURSUB can be contacted on the following number:

+34 971 695 592

### **OUTSIDE SPAIN**

In the event of a Medical Emergency as a result of a Recreational Diving Accident outside Spain go to or call immediately the nearest physician or hospital without delay, then contact Mayday Assistance (Mayday).

Mayday Assistance (Mayday)

Tel: +44 (0)207 8050 1991

Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

Mayday Assistance may be contacted at any time, should the Insured Person require advice or assistance regarding all emergency matters.

In the event of an Insured Person requiring in-patient hospital treatment and/or evacuation/repatriation, it is imperative that Mayday are contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Mayday must be informed that this Contract covers the person concerned and the following details must be provided:

- The Insured Person's name
- The Insured Person's location
- The Insured Person's details (including passport/visa etc).
- The Policy number
- ID reference number "DMScubamedic"
- The name and phone number of the doctor and hospital treating the Insured Person (if applicable)
- Any additional people (outside of normal protocol) that should be updated throughout the case

- Nature of the incident
- The desired end state (what you want Mayday to do)
- Any other pertinent information on the incident that may affect Mayday's

response

Failure to contact Mayday and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The Insured Person should not attempt to find their own solution and then expect full reimbursement from the Underwriters without prior approval first having been obtained from Mayday Assistance.

In the event that cover cannot be established at the outset of an emergency it is agreed that the first named insured will guarantee payment until such time that cover can be accepted by insurers

## **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.

Complaints of the Policy holder or Insured person submitted in written, shall be examined by the Insurer providing a written answer in 20 days as of receiving the claim or complaint.

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

Ombudsman of the Association of Latvian Insurers  
Lomonosova iela 9-10, Riga, LV-1019  
E-mail: [office@laa.lv](mailto:office@laa.lv)  
Web-site: [www.laa.lv](http://www.laa.lv)  
Local phone number: (+371) 67360898

**Dive Master Insurance  
IDEC International Treatment Advice**

**IMPORTANT NOTE: This advice forms part of your policy wording. See Provisions 2 & 8 and "WHAT TO DO IN THE EVENT OF A SPORTS DIVING ACCIDENT"**

***EGYPT RED***

**Sharm International Hospital**

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

**Hyperbaric Medical Center**

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

**Marsa Alam Baromedical**

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

**Hyperbaric Medical Center – Dahab**

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

**Naval Hyperbaric Medical Center (NHMC)**

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

**Hypermed**

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

***Jordan***

**AQABA DIVING CHAMBER**  
Princess Haya Hospital  
Aqaba  
Jordan  
+962 32014114 (phone)



## **Mexico**

### **Cancun, Riveiera Maya, Cozumel**

Medica Hyperbarica  
Calle 6 entre avenidas 20 y 25 lote #10  
Playa Del Carmen  
(984) 803-5621  
(984) 236-4188

### **Merida**

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

### **Veracruz**

Clinica Hiperbarica Mejora  
746 entre America y Catolica  
TEL: 2020731

### **La Paz**

Club Cantamar  
Bahia de Pichilingue  
TEL: (612) 1252575

### **Acapulco**

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

### **Puerto Vallarta**

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

## **Cyprus**

### **Nicosia Turkish State Hospital**

Dr Burhan Nalbantoglu Hospital  
Bedrettin Demirel Cad  
Nicosia  
TRNC  
392 - 228 54 41 (phone) / 0533 - 841 99 33 (fax)  
izbul@kibris.net , izbul@nethousenetworks.com,  
cyprushyperbaric@hotmail.com

### **Larnaka General Hospital-Hyperbaric Center**

Mystra  
Lanarca  
(+357) 2480 0500 (phone)  
sotiris@spidernet.com.cy

### **Emergency Assistance and Making a Claim**

If you require immediate medical assistance or you are hospitalised then please notify Mayday Assistance (Mayday) as soon as possible. Assistance coordinators are multi-lingual and are available 24 Hours daily. The Emergency telephone number is +44 (0)208 050 1991

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

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