

Scuba Medic Diving Medical Assistance Policy Wording

We hereby agree to indemnify an **Insured Member** who has been entered into the master policy number B1807N260428 covering Scuba Medic Diving Assistance S.L. subject to the terms, Conditions and Exclusions contained herein, up to the sum insured stated in the Schedule of Benefits for **Accidents** leading to **Injury** sustained while the **Insured Member** is engaged in **Recreational Diving**.

Schedule of contents

Important Information

Information the Insured Member Must Give Us

Pre-existing medical conditions

Change in Health/New medical condition being diagnosed

Cancellation of the policy and cooling-off period

Our Cancellation Rights

Complaints Procedure

24 Hour Emergency Assistance

General Definitions

Insured Membership Contract

General Conditions (applicable to all sections)

General Exclusions (applicable to all sections)

Details of Cover

Section 1 – Emergency Medical and Other Expenses

Section 2 – Search and Rescue

Section 3 – Reasonable Transportation and Accommodation Costs

Section 4 – Personal Accident

Section 5 – After the emergency treatment medical expenses

Section 6 – Civil Liability

How to Make a Claim

Fraudulent Claims

Schedule of Benefits

Scuba Medic Diving Medical Assistance Membership Treatment Advice

Important Information

The broker for this insurance policy is:

Consultores Segursub S.L., insurance broker with domicile in Av. Comte de Sallent, 29. Entresuelo D. ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA. He is duly authorised before the Administrative Registry of Insurance Intermediaries of the General Insurance and Pension Funds Directorate in Spain under code J4505, holder of PI insurance and has the legal financial capacity as required.

Tel: +34 971 69 55 92

Fax: +34 971 69 52 45

Email: comercial@segursub.com

Insurer

Lloyd's Insurance Company S.A. is a Belgian public limited company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium, and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

It is an insurance company subject to the supervision of the National Bank of Belgium. Its company reference number(s) and other details can be found at www.nbb.be.

Website: www.lloyds.com/brussels

Email: enquiries.lloydsbrussels@lloyds.com

Bank: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

This policy attaches to the master policy issued to Scuba Medic Dive assistance S.L. and its members as declared. This document, together with its Insurance Coverage and any attached endorsements is the policy which sets out this insurance. It is a legal contract so please read all of it carefully.

Coverage

This policy is designed to cover the **Insured Member**, subject to the terms, conditions and exclusions contained herein, for **Accidents** sustained while the **Insured Member** is participating in **Recreational Diving** until the **Insured Member** stops participating in said activity and/or removes equipment. Coverage for residents of the USA, Canada and their territories or possessions is limited to **Accidents** and costs arising outside of the USA, Canada and their territories or possessions.

This Scuba Medic Diving Medical Assistance Membership policy wording sets out what is covered, what is not covered, the conditions the **Insured Member** must comply with and is the basis on which claims will be settled.

Scuba Medic Diving Assistance Diving Accident Membership certificate and any endorsements are all part of the policy. This policy is a legal contract of insurance between the **Master Policyholder**, the **Insured Member** and **Us**.

We provide this insurance in return for the premium the **Insured Member** has agreed to pay.

- It is important that the **Insured Member**:
- reads and reviews any information provided (including any Statement of Fact, if applicable) to ensure it is accurate and correct
- If the **Insured Member** fails to give **Us** correct information, or if the **Insured Member** fails to tell **Us** about any changes:
- The **Insured Member's** policy may be invalidated
- **We** may reject the **Insured Member's** claim
- **We** may not pay the **Insured Member's** claim in full

This is not a private medical, general health or medical maintenance policy.

THIS IS NOT a private medical insurance policy and only gives cover during a diving activity. There is no cover for medical expenses where the **Insured Member** elect to receive private treatment without prior written authorisation from **Us**. **We** will only pay for private treatment if there is no appropriate reciprocal health agreement in existence and no public service is available, or the most medically appropriate service is only

available at a private medical facility.

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, the **Insured Member** will be expected to allow **Us** or **Our** representatives unrestricted access to all the **Insured Member's** medical records and information.

Conformity

In the policy wording, the Scuba Medic Diving Medical Assistance Membership certificate and any endorsements, words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also include all its amendments, replacements, orders or regulations. Some words are in **bold** type – these are defined words and have a special meaning which can be found in the General Definitions.

Information the Insured Member Must Give Us

Both **You** and the **Insured Member** must take care, when answering any questions **We** ask, to ensure that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this policy as if it never existed and decline all claims. However, if **We** establish that, unbeknownst to **You**, an **Insured Member** deliberately or recklessly provided false or misleading information, **We** shall treat this insurance, in so far as it relates to the **Insured Member** concerned, as if it had never existed and decline all claims relating to such **Insured Member**.

Both **You** and every **Insured Member** must take care when providing information to **Us**. **We** ask to ensure that all information provided is accurate and complete. If any of the information provided in relation to this Scuba Medic insurance proves to be inaccurate or incomplete it could adversely affect this policy or part of it and the validity of claims hereunder. In the event of such inaccurate or incomplete information being provided, **We** may for example:

- treat this Scuba Medic Diving Medical Assistance insurance as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** have provided cover which **We** would not otherwise have offered.
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured Member's** or **Your** carelessness.
- charge the **Insured Member** an increased premium for this insurance or reduce the amount **We** pay on a claim in the proportion of the premium the **Insured Member** has paid in comparison to the premium **We** would have charged or
- cancel the policy in accordance with **Our** Cancellation rights, below. **We** will write to **You** or the **Insured Member** if **We**:
 - intend to treat this insurance as if it never existed or
 - need to amend the terms of this insurance or
 - require the **Insured Member** to pay more for this insurance.

If **You** or the **Insured Member** becomes aware that information that has been provided is inaccurate, **You** or the **Insured Member** must inform the **Administrator** as soon as practicable.

Pre-existing Medical Conditions

Unless otherwise declared and agreed by **Us**, no benefit will be payable for any condition for which the **Insured Member** has sought advice, diagnosis, treatment or counselling or of which the **Insured Member** was or should reasonably have been aware at inception of their policy or for which the **Insured Member** has been treated at any time prior to obtaining coverage hereunder, this includes but is not limited to osteoarthritis, cumulative **Injury** or any other degenerative process of the joints, bones, tendons or ligaments. No benefit will be payable for any medical condition which the **Insured Member's Authoritative Diving Body** states in their fitness to dive questionnaire may be a contraindication to diving.

Medically Fit to Dive Requirement

In order for coverage to be continuously valid, it is the duty of the **Insured Member** to meet medical fitness requirements at all times during all subsequent **Recreational Diving** activities and be deemed **Medically fit to Dive**.

If the **Insured Member** has developed any medical or fitness conditions that have manifested, or experienced a change in health, since being certified as a diver, the **Insured Member** must disclose these to **Us, You**, the Scuba Diving or Freediving Association and their own medical/fitness advisor for review and agreement before continuing to dive.

Failure to maintain the relevant fitness to dive criteria or diving whilst the **Insured Member** does not meet them may invalidate any subsequent claim.

Change in Health/New medical condition being diagnosed

The **Insured Member's** policy is provided on the basis that the **Insured Member** meets the fitness to dive requirements of the **Insured Member's Authoritative Diving Body**.

If the **Insured Member** has any medical or fitness conditions that have manifested since certifying as a diver, these should be disclosed to **You, Us** the relevant **Authoritative Diving Body** and the **Insured Member's** own medical/fitness advisor for review and agreement before continuing to dive. Failure to maintain the relevant fitness to dive criteria or diving whilst not meeting them may invalidate any subsequent claim the **Insured Member** may have. If the **Insured Member** suffers an **Accident** during the **Period of Insured Membership**, the **Insured Member's** injuries must be fully resolved and the **Insured Member** must be **medically fit to dive** at the time of recommencement of further diving.

Cancellation of the policy and cooling-off period

Cancellation of insurance coverage by the **Insured Member** is only available prior to inception of cover. If the **Insured Member** notifies the **Administrator** prior to the inception date, the **Insured Member** will receive a full premium refund and the insured membership will be treated as though it had never existed.

To obtain a refund, please contact the entity responsible for arranging the insurance:

Channing Lucas Insurance Brokers (Cyprus) Ltd
140 Franklin Roosevelt Avenue | 3011 Limassol | Cyprus

E-Mail: accounting@clpcyprus.com

Our Cancellation Rights

We can cancel this insurance by giving the **Insured Member** sixty (60) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows:

- non-payment of premium
- a change in risk occurring which means that **We** can no longer provide the **Insured Member** with insurance cover – non-cooperation or failure to supply any information or documentation **We** request

If this insurance is cancelled by **Us** then, provided a claim or the possibility of a claim has not been notified to **Us**, the **Insured Member** will be entitled to a refund of any premium paid, subject to a deduction for any time for which the **Insured Member** has been covered. This will be calculated on a proportional basis.

In the unlikely event that **We** cancel this insurance an **Insured Member's** policy **We** will do so by notifying **You** or the **Insured Member** at the last known address or email address.

Complaints Procedure

In the event that **You** or an **Insured Member** is dissatisfied and wishes to make a complaint, You or the **Insured Member** can do so at any time by referring the matter to:

Complaints Notice – Spain (FOS)

Any complaint should be addressed to

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein, 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 1 (one) month of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 1 (one) month of the complaint being made, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the Protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.

You may be eligible to refer your complaint to the Directorate General of Insurance in Spain. The contact details are as follows:

Directorate General of Insurance
Paseo de la Castellana, 44
28046 Madrid
Spain

Tel: 952 24 99 82

Website: www.dgsfp.mineco.es/es/Consumidor/ProteccionAsegurado/Paginas/InformacionProcedimiento.aspx

You may bring a legal action before the Court of first instance corresponding to your domicile under Section 24 of the Insurance Contracts Act.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

24 Hour Emergency Assistance

ASSISTANCE COMPANY NAME

Healix

Telephone

+44 20 8608 4227

Email:

internationalhealthcare@healix.com

When contacting the **Assistance Company** the **Insured Member** or their representative must advise they are insured under the Scuba Medic Diving Medical Assistance Membership and quote the membership reference ID on the **Insured Member's** schedule. The **Insured Member** must contact the **Assistance Company** prior to:

- 1 The **Insured Member** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then the **Insured Member** must contact the **Assistance**

Company as soon as possible after the **Insured Member** is admitted

2 any repatriation arrangements being made

3 burial or cremation or transportation of the **Insured Member's** body

4 any hospital transfer being arranged or return home costs incurred.

Once contacted and if a claim is valid, an experienced assistance coordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

The **Assistance Company** can provide advice and assistance in many other circumstances. For example it can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if the **Insured Member** goes into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer the **Insured Member** to an embassy, consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before the **Insured Member** travel, for example:
 - which currencies and/or travellers cheques to take
 - banking hours
 - any visa entry requirements and permits required
 - inoculation requirements
 - the language spoken and the time zones in the countries being visited.

General Definitions

Wherever these words or phrases appear in **bold** type in this policy, they will have the following meanings.

Accident(s)

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Accidental Bodily Injury

Injury which is caused solely by Accidental means and which within 12 months from the date of such **Accident** and independently of illness or any other cause shall result in the death, disablement or **Injury** of the **Insured Member**

Administrator

Scuba Medic Diving Assistance S.L.

Email: scubamedic@segursub.com

Assistance Company

Healix

Telephone: +44 20 8608 4227

Email: internationalhealthcare@healix.com

Authoritative Diving Bodies

Recognised national and international controlling organisation or organisations affiliated to Recreational Scuba Training Council (RSTC) or Confédération Mondiale des Activités Subaquatiques (CMAS) or European Underwater Federation (EUF) who provide guidelines and recommendations to their membership for safe diving practice.

Claims Handler

Consultores Segursub S.L.
Av. Comte de Sallent, 29. Entresuelo D.
ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA

E-mail: comercial@segursub.com

Telephone: +34 971 69 55 92

Company/Insurers/We/Our/Us

Lloyds Insurance Company SA

Date of Issue

The date this **insured membership** was issued as stated in the Scuba Medic Membership certificate.

Family

Up to two adults residing at the same address for at least last six (6) months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address at **Date of Issue**.

Geographical Limits

Sections 1-5 - Worldwide:

- Maximum stay in USA, Canada and their territories or possessions limited to 30 days any one **Period of Insured Membership**
- For residents of the USA, Canada and their territories or possessions, cover only applies for **Accidents** and costs arising outside of the USA, Canada and their territories or possessions.

Section 6 - Worldwide excluding USA, Canada and their territories or possessions

Injury

Bodily damage which:

- is caused by an **Accident** and
 - 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, disablement or **Injury** of the **Insured Member** within twelve months of the date of the **Accident**.

Insured Member(s)

Each person stated in the Scuba Medic Insured Membership certificate as being insured.

Medical Practitioner

A registered practicing member of the medical profession recognised by the law of the country where they are practicing who is not related to the **Insured Member** or any person the **Insured Member** is travelling with.

Medically Fit to Dive:

- When learning to dive or when being supervised or trained, the **Insured Member** meets the medical fitness requirements to participate by:
 - completing the medical questionnaire recognised by the **Authoritative Diving Body** and/or local authorities providing the tuition or supervision. The **Insured Member** must comply with all recommendations and, if required, seek additional medical confirmation that the **Insured Member** is fit to dive from a doctor before the start of the **Recreational Diving** activities and/or
 - if otherwise required by local or national laws present a medical certificate stating the **Insured Member** is physically fit to dive prior to the start of the **Recreational Diving** activities.
- When fully certified as a recreational diver and not under training or supervision, the **Insured Member continues** to meet the medical fitness requirements set by the relevant **Authoritative Diving Organisation** and/or local authorities when participating in **Recreational Diving** or training.

Period of Insured Membership

The period stated on the Scuba Medic Diving Assistance S.L. insured membership certificate.

Place of Residence

The main address in the country where the **Insured Member** is registered as domiciled for taxation, medical care under their public/national health service.

Pre-existing Medical Condition(s)

Any condition for which the **Insured Member** has sought advice, diagnosis, treatment or counselling or of which the **Insured Member** was or should reasonably have been aware at inception of coverage or for which the **Insured Member** has been treated at any time prior to obtaining coverage, this includes osteoarthritis, cumulative **Injury** or any other degenerative process of the joints, bones, tendons or ligaments.

Recreational Diving

Recreational snorkelling, recreational breath hold Free Diving and Apnoea, Scientific and Archaeological or Film and Media diving, spearfishing without the use of Scuba, rebreather diving, technical diving and students while training for commercial diving courses whilst the **Insured Member** starts wearing part of/or using standard manufacturers diving equipment made for the purpose for either Scuba or surface supply diving and until the **Insured Member** stops using and removes completely said equipment.

System Failure

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured Member**) caused by:

- i. the response of a computer to any date or date change or;
- ii. the failure of a computer to respond to any date or date change or;
- iii. the loss of or denial of access to any data either owned by the **Insured Member** or a third party;
- iv. any loss or damage to or change or corruption of data or software.

You/Your

Scuba Medic Diving Assistance S.L.

Insured Membership Contract

In consideration of the **Insured Member** having paid the insured membership premium, **We** agree to provide the insured membership in the manner and to the extent specified in this policy provided that:

- 1 The **Insured Member** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, policy certificate or by additional endorsement(s)
- 2 Our liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein.

General Conditions (applicable to all sections)

1 Recreational Diving

Recreational Diving is carried out in accordance with the guidelines and recommendations for safe diving practices as established by the relevant **Authoritative Diving Body** or under training approved by the **Authoritative Diving Body** and the **Insured Member** is **Medically Fit to Dive**, however:

We accept that being a certified recreational diver does not necessarily make the **Insured Member** qualified for all challenging dives. The Scuba Diving Certifying Associations (**Authoritative Diving Bodies**) recommend that the **Insured Member** increases diving depths by gradual progression and log them as proof of experience.

- A. 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.
- B. In all claims situations attaching to this policy, **We** will consider both the **Insured Member's** diver certifications and logged dive experience before arriving at a decision.

IMPORTANT NOTE: Condition 1 is subject to General Condition 3.D

2 Precautions

The **Insured Member** MUST:

- A. take all precautions to prevent anything happening which may give rise to a claim under this policy and
- B. not book or undertake any Journey against medical advice or to obtain medical treatment.

3 Claims

If there are any circumstances that give rise to a claim under this policy the **Insured Member** must follow the procedure How to Make a Claim detailed on this wording:

- A. supplying at the request of, and without cost to, **Us** all such proof, information and evidence and
- B. provide all such assistance as **We** may require, complying with all deadlines set by **Us** and
- 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. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Member** without **Our** written consent.
- D. in the event of a claim **Injury** in one of the territories outlined in the accompanying “Scuba Medic Diving Medical Assistance Membership Treatment Advice”, the **Insured Member** must seek treatment at one of the medical facilities listed. Alternative facilities may also be used but are subject to prior approval by the **Assistance Company**.
- E. The total sum payable in respect of any one **Insured Member** for any one **Accident** shall not exceed the aggregate sum as stated on the schedule of member benefits. The maximum limit payable under this policy will not exceed €50,000

4 Our rights in the event of a claim

We shall be entitled but not bound to take over and conduct in the name of the **Insured Member** the defence or settlement of any claim or to prosecute in the name of the **Insured Member** for **Our** 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.

5 Jurisdiction

Worldwide excluding USA, Canada and their territories or possessions.

6 Uninsured Expenses

If any costs and/or expenses not covered by this insurance have been incurred by **Us**:

on the **Insured Member's** behalf or
any additional or increased costs and/or expenses incurred by **Us** as a result of the **Insured Member's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured Member** shall repay all such costs and/or expenses to **Us** within 30 days of the request to do so.

7 Other Insurance or Indemnities

- A If a claim is made hereunder and there are other insurances in place which cover the same claim, then this policy shall apply only in excess of any amount paid under such other insurances.
- B If the **Insured Member** also seeks to obtain payment in respect of the same claim from any other insurance, then **We** will not be liable to pay more than **Our** proportionate share of any such claim and costs and expenses.

8 Language Clause

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

9 Spanish Notification of Policy Discrepancy Clause

If the content of the policy contract differs from the insurance proposal form or from the agreed clauses, the policyholder shall be entitled to notify the insurer in the period of one month as from the date when the policy contract was provided so that the insurer may rectify the difference found. Once this period has elapsed without such a notification being made, the policy provisions shall stand.

LSW1091A

10 Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Spain, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Spain.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Lloyd's Insurance Company General Representative for Spain
Pº Castellana, 216, 8ª
28046 Madrid
Spain

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0006A

11. Data Protection Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe")

an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed

by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

Consultores Segursub S.L.
Av. Comte de Sallent, 29. Entresuelo D.
ES-07003 Palma de Mallorca (Islas Baleares) ESPAÑA
E-Mail: comercial@segursub.com.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.

Bastion Tower

Place du Champ de Mars 5

1050 Bruxelles

Belgium

Email: LloydsEurope.DataProtection@lloyds.com

LBS0046D

17/03/2023

12. Clause on Compensation of losses arising from Extraordinary Events by the Consorcio de Compensación de Seguros

In accordance with the provisions of the redrafted text of the Legal Statute for the Consorcio de Compensación de Seguros, enacted by Royal Legislative Decree 7/2004 of 29th October, any policyholder of those insurance contracts which compulsorily must include the charge in favour of the aforesaid public entity are entitled to take out the cover of the extraordinary risks with any insurer meeting the conditions required by the legislation in force.

Compensation deriving from losses arising out of extraordinary events taking place in Spain and affecting risks located therein and, with regard to personal damage, also those extraordinary events occurring abroad when the insured habitually resides in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the relevant charges in its favour and provided that one of the following circumstances occurs:

- a) When the extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy taken out with the insurer.
- b) When, even though the risk is covered by the said insurance policy, the obligations of the insurer cannot be met because the insurer is declared insolvent by a Court or because the insurer is subject to a winding-up procedure supervised or carried out by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute, the Law 50/1980 of 8th October on Insurance Contract, the Regulations on Extraordinary Risks approved by Royal Decree 300/2004 of 20th February and other complementary legislation.

SUMMARY OF LEGAL RULES

1. Extraordinary events covered.

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing, volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- c) Events or acts of the Military Forces or State Security Bodies in peacetime.

The atmospheric and seismic phenomena, volcanic eruptions and the falling of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and others competent public bodies. In the case of political or social events as well as in the event of damage

caused by facts or acts of the Military Forces or State Security Bodies in peacetime, the Consorcio de Compensación de Seguros shall be able to collect information about the facts from the competent judicial or administrative authorities

2. Risks excluded

- a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.
- b) Those caused to property insured under an insurance contract other than those contracts with a mandatory charge in favour of the Consorcio de Compensación de Seguros.
- c) Those caused by a fault or defect of the insured item or by its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.
- e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27th May on liability for nuclear damage or provoked by radioactive materials. Notwithstanding the foregoing, direct damage to an insured nuclear facility will be deemed to be included when the damage is caused by an extraordinary event affecting the facility itself.
- f) Those due to the mere action of time and, in the case of goods which are totally or partially permanently submerged, those caused by the mere action of waves or ordinary currents.
- g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a) and, in particular, those arising from rising groundwater levels, the movement of embankments, sliding or settlement of land, falling rocks and similar phenomena, unless the damage is manifestly caused by the action of rainwater which, in turn, has caused a situation of extraordinary flooding in the area and the damage arises simultaneously with such flooding.
- h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of 15th July 15th governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b).
- i) Those caused by bad faith of the insured.
- j) Those deriving from losses arising from natural phenomena causing damage to goods or loss of profits when the policy's issue date or effective date (if later) does not precede the date on which the loss occurred by seven calendar days, unless it can be proven that it would have been impossible to take out the insurance policy earlier because the insurable interest did not exist. This waiting period shall not apply in case of replacement or substitution of the policy with the same or another company without a smooth transition, except in the part subject to an increase or new coverage. It shall not apply also to the part of the insured capital resulting from the automatic revaluation established in the policy.
- k) Those relating to losses occurring before payment of the first premium or when, in accordance with the Insurance Contract Act, the Consorcio de Compensación de Seguros's coverage is suspended, or the insurance contract is annulled due to non-payment of premiums.
- l) With regard to material damage, indirect risks or losses arising from direct or indirect damage other than loss of profits eligible for compensation as per the Regulation on the insurance of extraordinary risks. In particular, this coverage includes neither loss or damage incurred resulting from power cuts or changes to the external supply of electricity, fuel gases, fuel oil, diesel oil or other fluids nor any indirect damage or loss other than that cited in the foregoing paragraphs, even if those changes arise for a reason included in the cover of extraordinary risks.
- m) Those declared by the National Government to be a "national calamity or catastrophe" in view of their magnitude or severity.
- n) In the event of land vehicles liability, personal damage arising from this cover.

3. Deductible

I. The deductible for the insured shall be:

a) In the case of direct damage, in insurance policies covering damage to goods, the deductible for the insured will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting homes, ownership communities and vehicles which are insured under a motor policy.

b) In the case of miscellaneous pecuniary losses, the deductible for the insured will be that established in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those established for the main cover will apply.

c) When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Consorcio de Compensación de Seguros once applied the appropriate deductible as provided in section a); and the loss of profits with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.

II. In the case of personal insurance, no deductible will apply.

4. Extension of the cover.

1. The cover for extraordinary risks will apply to the same goods or people as well as sums insured established in the insurance policies covering the ordinary risks.

2. Notwithstanding the foregoing:

a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the total insurable interest even if the ordinary policy only covers it partially.

b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.

c) For those life policies generating a mathematical provision in accordance with the policy and the applicable regulations for private insurance, the cover provided by the Consorcio de Compensación de Seguros will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the insurer must have established. The amount relating to the said mathematical provision will be paid by the said insurer.

NOTIFICATION OF LOSSES TO THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

1. The application for indemnity of losses covered by the Consorcio de Compensación de Seguros shall be made through notification of the loss by the policyholder, the insured or the policy's beneficiary or by someone acting on their behalf, or by the insurer or the insurance intermediary which mediated in the policy.

2. Notification of losses and receipt of information about the procedure and the state of the file can be made:

- Via phone call to the Consorcio de Compensación de Seguros call centre (902 222 665 or 952 367 042).
- Via the Consorcio de Compensación de Seguros webpage (www.consorsegueros.es).

3. Assessment of losses: The assessment of the losses which are payable in accordance with the insurance laws and the content of the policy shall be made by the Consorcio de Compensación de Seguros, and this entity shall not be bound by any assessment made by the insurer covering the ordinary risks.

4. Payment of indemnity: The Consorcio de Compensación de Seguros shall pay the indemnity to the policy's beneficiary through bank transfer.

01/07/18
LSW1682C-15

General Exclusions (applicable to all Sections)

This insurance does not cover:

1. any claim that is not a result of a **Recreational Diving Accident**
2. any claim for a person aged 70 years or over at the **Date of Issue** unless the individual has a valid medical examination in writing to confirm fitness to dive
3. any claim where the **Insured Member** was not **Medically Fit to Dive** prior to the commencement of the **Recreational Diving** activity.
4. loss, damage, **Injury**, death, disease, illness, liability costs or expenses arising out of, or in connection with, any wilful, malicious or criminal act or breach of any law by the **Insured Member**
5. any claim arising if at the time of purchasing this insurance the **Insured Member** has any medical condition which the **Insured Member's Authoritative Diving Body** and/or local authorities states in their fitness to dive questionnaire may be a contraindication to diving
6. any **Pre-existing Medical Condition**
7. pregnancy or childbirth in respect of any trip starting and/or finishing within eighteen weeks of the expected date of birth
8. death, **Injury**, illness or disablement directly or indirectly resulting from the **Insured Member's** wilfully self-inflicted **Injury** or illness including suicide
9. any claim directly or indirectly relating to the effects of alcohol or drugs (other than prescribed by a physician in full recognition of the **Insured Member's Recreational Diving** activities)
10. any psychiatric or mental illness, anxiety, depression or stress, eating disorders or related conditions and the consequence of a covered **Accident** leading to a mental or psychiatric disorder
11. illness, sickness or disease not directly identifiable as a result of a **Recreational Diving Accident**
12. **Recreational Diving** against medical advice
13. any **Injury** sustained caused by a speargun or similar device when used in conjunction with SCUBA
14. any competition or national or international record attempts unless specifically agreed by **Us** in writing
15. any costs for non-emergency medical expenses when the **Insured Member** is fit to return to their **Place of Residence**. Further costs will then be considered under the After the emergency treatment medical expenses benefit
16. any diving:
 - i that is not carried out in accordance with the guidelines and recommendations for safe **Recreational Diving** practices as established by the relevant **Authoritative Diving Body**
 - ii that breaches the **Insured Member's Authoritative Diving Body's** depth recommendations associated with the **Insured Member's** certification and /or provable experience by way of their logged dive records
 - iii that exceeds a partial pressure of oxygen 1,6 ATA and Nitrogen 3,95 ATA **or** over 130 metres in depth unless expressly agreed in writing by **Us** following a written submission
 - iv without the correct diver certification and/or lack of provable experience by way of logged dive records
17. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or war like operation

18. war-like 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
19. 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
20. 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
21. loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
22. any claim 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
23. a **Journey** to a destination where the World Health Organisation or the government of an EU state or state where the **Insured Member** is resident, has advised against all travel or all but essential travel
24. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
25. search and rescue costs that have not been authorised by the **Assistance Company**
26. any claim caused by or arising out of a **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the loss arises whether or not it is the proximate cause of the loss
27. any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website. This includes computer hardware, computer software, microchips, microchip processors, any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information
28. any medical expenses incurred in a territory outlined in the "Scuba Medic Diving Medical Assistance Membership Treatment Advice" (pages 24-25) at a medical facility not listed without the **Assistance Company's** prior approval
29. any claim where payment of a benefit would breach any sanctions, prohibitions or restrictions imposed by law or regulation
30. any claim not reported to the **Claims Handler** or **Assistance Company** within 31 days of the occurrence which may give rise to a claim under this insurance
31. 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 **Recreational Diving** activity with a licensed dive school or dive operator. The maximum sum recoverable for such injuries is €3,000
32. illness, sickness or disease not directly identifiable as a result of a **Recreational Diving Accident**
33. myocardial infarctions (heart attacks), brain haemorrhage, strokes, arterial occlusions except those caused by decompression sickness
34. treatments to improve Tinnitus
35. all hyperbaric chamber treatments for ear injuries, decrease or loss of hearing unless caused by decompression sickness that raised from bubbles in the inner ear, this must be proven by an audiometry test after the first chamber treatment and must always be previously agreed by the insurer
36. any and all claims notified or made after 30 days from the end of the **Period of Insured Membership**
37. any claims made by residents of the USA, Canada and their territories or possessions for **Accidents** and costs arising in the USA, Canada and their territories or possessions
38. any claims made outside of the **Geographical Limits** of the policy

39. any claim in any way caused by or resulting from: any World Health Organisation (WHO) designated pandemic, including Coronavirus disease (COVID-19), any mutation or variation of Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2 or any fear or threat of any of the these.

Details of Cover

Section 1 – Emergency Medical and Other Expenses

1 if, whilst participating in **Recreational Diving**, an **Insured Member** has an **Accident** and suffers an **Injury** or an illness which first manifests itself as a result of said **Accident** and in the opinion of the treating physician and confirmed by **Us** to be directly attributable to **Recreational Diving**, **We** shall pay for:

- i. emergency medical, hospital and treatment expenses
- ii. cost of emergency dental treatment for the immediate relief of pain only but limited to the amount shown on the schedule of member benefits. The maximum sum recoverable for such treatment is EUR 3,000
- iii. ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to their **Country of Residence**
- iv. emergency hyperbaric treatment Costs necessarily incurred up to the total amount shown on the schedule of member benefits
- v. emergency repatriation costs up to the amount shown on the schedule of member benefits, incurred by the **Assistance Company** to repatriate the **Insured Member** to their **Country of Residence** when in **Our** opinion the **Insured Member** is fit to travel, subject to the prior approval of the **Assistance Company**
- vi. damaged or abandoned equipment of an **Insured Member** or their rescuer during an emergency rescue attempt. Benefits will be in accordance with the limit described in schedule of member benefits, in line with the current value of said abandoned or damaged equipment.

Conditions

It is a requirement of this insurance that the **Assistance Company** must be notified prior to:

- A. the **Insured Member** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then the **Insured Member** must contact the **Assistance Company** as soon as possible after being admitted
- B. any repatriation arrangements being made
- C. any hospital transfer being arranged or return home costs incurred

For any and/or all necessary treatments costs to be recoverable under this section they must be prescribed and delivered within a maximum of 60 days after the **Accident** occurs.

For assistance telephone: +44 20 8608 4227 or email: internationalhealthcare@healix.com

When contacting the **Assistance Company** the scheme reference "Scuba Medic Diving Assistance" must be advised and the relevant membership number stated in the policy schedule must be quoted.

Exclusions (also see General Exclusions)

This insurance does not cover:

1. any claim if the **Insured Member** travels against medical advice or travels to receive medical treatment
2. the following costs and expenses unless they have been authorised by the **Assistance Company**:
 - A. inpatient, hospital, clinic or nursing home expenses
 - B. repatriation transportation or additional hotel or travel costs and expenses
 - C. charges levied for services rendered or treatment received in the **Insured Members Country of Residence** unless there is a proven visit to a medical facility in the country where the dive took place

3. any elective medical or dental treatment or exploratory tests
4. dental work involving precious material
5. treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured Member** to their **Country of Residence**
6. medical, hospital or treatment expenses which the **Insured Member** knows at the time of departure on the journey will be required or required to be continued during the course of such journey
7. charges levied for services rendered or treatment received after 12 months from the date of any **Accident** giving rise to a claim
8. medical expenses where the **Insured Member** elects to receive treatment in a private hospital where public funded hospital treatment or care is available.

Section 2 – Search and Rescue

We will pay up to the amount shown on the schedule of member benefits for search and rescue 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, save or recover an **Insured Member**. In the case of death, this section includes the cost to repatriate the **Insured Member's** mortal remains.

Section 3 – Reasonable Transportation and Accommodation Costs

We will pay up to the amount shown on the schedule of member benefits in total for:

1. the cost to return the **Insured Member** to their ordinary **Country of Residence**. This cover extends to the **Insured Member's** immediate Family and/or travelling companion if the **Insured Member** was accompanied by them at the time of the only if these costs are not covered by a more specific policy and have been agreed by the **Claims Handler**.
2. post treatment hotel or accommodation costs when these are incurred due to medical advice not to travel or fly subsequent to an **Accident** only if these costs are not covered by a more specific policy.
3. costs associated with travelling to and from a hospital or clinic more than 50 kilometers from the **Insured Member's Country of Residence** to obtain medical opinion or ongoing treatment after an **Accident**.

Section 4 – Personal Accident

We will pay to the **Insured Member** the following benefit(s) if, during the **Period of Insured Membership** the **Insured Member** sustains **Injury** caused by an **Accident** whilst performing **Recreational Diving** which independently of any other cause results, within 12 months from the date of such **Accident**, in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Member**.

Benefit

1. Death – amount as shown on the schedule of member benefits
2. Loss of limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) payable as shown on the schedule of member benefits
3. Loss of sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
 - A. in both eyes when this has been accredited according to a certificate issued for the **Insured Member** as per Royal Decree 1971/1999, dated 23 December on proceeding, recognition, declaration and qualification of disability degrees or similar legislation
 - B. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the Company is satisfied that the condition is permanent and without

expectation of recovery.

4. Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Member** from engaging in or giving attention to any type of business or occupation of any and every kind for the remainder of their life, provided that such condition has been certified by a national public authority.

Where the public authorities of the **Insured Member's Country of Residence** do not officially certify any disablement, then the **Insured Member** must accredit that such permanent total disablement has lasted for at least 12 consecutive months from the date of the **Accident** and prove through medical reports and to **Our** satisfaction that the condition is beyond the hope of improvement.

Conditions

We shall not pay more than one benefit in connection with the same **Accident**.

Section 5 – After the emergency treatment medical expenses

We will pay up to the amount shown on the schedule of member benefits in total for:

1. Additional Medical Costs after the **Insured Member** returns to their **Country of Residence** and after having received emergency treatment in the location of the accident, subject to them not being recoverable from the relevant public/national health service provider, the **Insured Member's** private or occupational healthcare provider or any other funded source covering the **Insured Member's** health care.

Said costs must be agreed by the **Claims Handler** and are limited to non-emergency medical treatment prescribed and / or delivered more than 60 days after the covered loss. In all cases the treatments covered by this benefit must be prescribed and delivered within 180 days of the covered diving **Accident**. Such costs include **Medical Practitioner** ordered services for approved medical therapies, and Patent Foramen Ovale (PFO) tests when deemed medically necessary.

2. other agreed non-medical and surgical procedures required as a consequence of the **Injury** claimed for under this policy that are not covered by the national health service, private healthcare provider or any other source but are accepted by **Us** and/or the relevant **Claims Handler**.
3. fitness to return to diving examinations following a covered loss under this policy by an approved diving medical physician agreed by **Us** and/or the relevant **Claims Handler**.

Conditions

Coverage under this section is expressly limited to medical conditions that first manifest or an **Injury** as a result of an **Accident** during the **Period of Insured Membership** or an **Injury**. **Claims directly or indirectly arising from Pre-existing Medical Conditions remain excluded in all cases.** It is a condition of this section that all treatments are prescribed and delivered within 180 days of the **Accident**.

Section 6 – Civil Liability

We will cover an **Insured Member** up to the limit for liability shown in the schedule of member benefits in respect of any money that the **Insured Member** must legally pay to any person in excess of the first €300 of each and every claim that relates to the **Insured Member** causing an **Accident** leading to an **Injury** to any person or an **Accident** leading to damage to material property during the **Period of Insured Membership** for the risks insured and subject to the Definitions, Provisions and Exclusions stated herein.

Conditions

It is a requirement of this insurance that the **Insured Member** does not admit liability or reply to any civil liability claim they are aware will be made against them and they must agree to send any notification of claim or intent to claim against them immediately, be it verbally or written to the **Claims Handler**.

This insurance does not cover:

- A. any law suit brought against the **Insured Member** in the USA and Canada, their territories and possessions.

- B. any liability claim as a result of engaging in professional teaching or supervision of **Recreational Diving**, any death, **Injury** of the **Insured Member's** employees, any damage to property owned by or in the care custody or control of the **Insured Member** or the **Insured Member's** employees and any loss of or damage to property which belongs to the **Insured Member** or their family, household or was in their care custody or control at the time they were lost.

How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy, the **Insured Member** (or their legal or personal representatives) must in respect of any claim:

1. contact the **Claims Handler** and/or complete an online claim form as soon as practicable but in any event within 30 days of such circumstances arising

The **Administrator** can offer guidance on how to complete a claim form and is contactable either by email admin@segursub.com or phone +34 971693930. When contacting the **Claims Handler** the **Insured Member** must quote scheme reference "Scuba Medic Diving Medical Assistance Membership" and the membership number stated in the schedule of member benefits.

All claims must be substantiated by original receipts, evidence valuations, medical, police or other report(s) as applicable. No costs that are recoverable under this policy shall be incurred without a receipt and the consent of the **Assistance Company** or **Claims Handler**.

2. Medical Expenses Claims – the **Assistance Company** must be notified prior to:
 - A. the **Insured Member** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then the **Insured Member** must contact the **Assistance Company** as soon as possible after being admitted
 - B. any repatriation arrangements being made
 - C. burial, cremation or transportation of the **Insured Member's** body
 - D. any hospital transfer being arranged or return home costs incurred.

For assistance telephone: +44 20 8608 4227

Email: internationalhealthcare@healix.com

When contacting the **Assistance Company** the **Insured Member** must quote scheme reference "Scuba Medic Diving Medical Assistance Membership" and the membership number stated in the schedule of member benefits.

Fraudulent Claims

If the **Insured Member**, or anyone acting on the **Insured Member's** behalf, makes a fraudulent claim under this insurance, **We**:

1. will not be liable to pay the claim and
2. may recover from the **Insured Member** any sums paid by **Us** in respect of the claim and
3. may by notice to the **Insured Member** treat the policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under 3 above;

1. **We** shall not be liable to the **Insured Member** for any event which occurs after the time of the fraudulent act.
2. **We** need not return any premium paid.

Schedule of Benefits

BENEFITS	LIMIT AMOUNT
Section 1. Emergency Medical and Other Expenses	EUR 50,000.00
Damaged or abandoned equipment	EUR 1,500.00
Section 2. Search and Rescue	EUR 30,000.00
Section 3. Reasonable Transportation and Accommodation Costs	EUR 5,000.00
Section 4. Personal Accident	
Death:	EUR 10,000.00
Total Disability:	EUR 10,000.00
Loss of one limb	EUR 5,000.00
Loss of two limbs	EUR 10,000.00
Loss of one eye	EUR 5,000.00
Loss of two eyes	EUR 10,000.00
Section 5. After the emergency treatment medical expenses	EUR 10,000.00
Section 6. Civil Liability	EUR 150,000.00

The schedule of benefits stated above are subject to all the policy terms, conditions, and exclusions of this policy wording

Please note that these limits apply in the aggregate and are non-cumulative.

Scuba Medic Memberships also give **Insured Members** access to a variety of benefits including:

- 24 hours emergency attention line
- Emergency management and payment of medical expenses worldwide
- Diving medical advice
- International assistance for evacuations
- Assistance in change of hotels and flight tickets
- Assistance in different languages
- Diving related legal information
- International assistance in case of repatriation