

**PERSONAL ACCIDENT AND MEDICAL EXPENSES INSURANCE**  
**Including Third Party (Civil) Liability Rider**  
**SPAIN Programs**  
**(July 1, 2008)**

To be read in conjunction with the Schedule which attaches to this wording for the level of coverage provided.

## **1. PREFACE**

This is a personal accident and medical expenses group insurance covering paying members of the DiveAssure Association.

The Insurers will pay in accordance with the Schedule stated herein, for the program the member enrolled to, as a direct result of an Insured Event, all as defined herein, during the Period of Insurance according to the following terms, conditions and limitations.

## **2. DEFINITIONS**

### **“Membership Fees”**

Complete, full and final payment of the membership fees as required for the chosen program by the Person Insured on the application form, received by the DiveAssure Association.

### **“The Insurers”**

Certain Underwriters at Lloyd's.

### **“The Person Insured”**

An individual who is at least 8 years of age but not more than 75 years of age and is qualified as a diver, and is the holder of a valid diver's certificate, or the holder of a valid diving instructor's certificate, (both certificates being recognised by international diving organisations), and who is Diving according to the generally accepted standards of the diving community, or

An individual who is at least 8 years of age and is in the process of obtaining his qualification as a diver, and is under the supervision of and Diving with a qualified diving instructor as described above on behalf of a diving club which is authorised to qualify divers.

### **“Accident”**

Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

### **“Insured Event”**

Means identifiable physical injury which is caused by an Accident to the Person Insured

- (a) whilst engaged in Diving or
- (b) whilst in the Dive shop (excludes coverage for Instructors and Dive shop employees) or
- (c) in the boat transporting the Person Insured to and from the Dive (including embarkation and disembarkation).

and

- (i) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or total and permanent disability of the Person Insured and/or
- (ii) incurs medical expenses

**"Diving"**

Within the depth limit specified in the Schedule, diving means recreational free diving (Apnea), snorkelling and/or diving from the moment the Person Insured puts on to start using standard manufacturers diving equipment made for the purpose for Self-Contained Underwater Breathing Apparatus (SCUBA) diving or surface supply diving (HOOKAH) and until the Person Insured removes the said equipment.

**"Personal Diving Equipment"**

Personal diving equipment being the property of the Person Insured or in the care, custody or control of the Person Insured which feeds compressed or enriched gas, plus each of the items detailed below which may be added to it:

Floating balance.

Rapid release buckle on the diving appliance belt and on the weights.

Instrument to measure time and to measure depth (one per couple).

Warning instrument showing depletion of gas in the tank, rebreather and technical diving gear including mixed gases diving.

Personal diving equipment also includes HOOKAH diving property of the Person Insured or in the care, custody or control of the Person Insured.

**"Doctor"**

Specialist qualified physician who treats the Person Insured after the Insured Event and/or during hospitalisation following the Insured Event.

**"Hospital"**

A medical institution recognised by the competent authorities as a hospital and which functions only as a hospital, and not an institution which is also a sanatorium and/or rehabilitation institution. For this purpose a hyperbaric chamber will be considered a Hospital.

**"Escort"**

A person who will accompany the Person Insured on the return to his country of origin on the instructions of the Doctor.

**"Reasonable Expenses"**

Fees and other costs charged for services necessarily rendered to the Person Insured as a direct result of an Insured Event.

**"Rescue, Evacuation and Transfer Expenses"**

Reasonable Expenses incurred to rescue, evacuate and transfer the Person Insured from the place of the occurrence of the Insured Event to the nearest Hospital and/or between Hospitals when medically necessary and as agreed and prearranged and approved by the Assistance Company, including by air ambulance.

“He, His, Himself” shall also mean “She, Her, Herself”

### **3. DETAILS OF THE COVER**

The compensation paid by the Insurers will in no case exceed the amounts as stated in the Schedule but the limit for medical expenses shall also be the maximum limit for any one Insured Event.

#### **A. Medical Expenses**

Payment of Reasonable Expenses for services given to the Person Insured for Rescue, Evacuation and Transfer to Hospital, and expenses incurred in the diagnosis, treatment, including treatment in a hyperbaric chamber, laboratory tests, x-rays and any other treatment given to the Person Insured, which is essential to save the Person Insured's life or is reasonably required to cure and/or relieve the effects of the physical injury caused by the Insured Event. Such expenses must be incurred within 365 days after the date of the Insured Event.

#### **B. Death as a result of an Insured Event**

The Insurers will pay to the beneficiary as stated in the application for the insurance the benefit for death as a direct result of an Insured Event, on condition that the death of the Person Insured occurred within 365 days after the date of the Insured Event. If there is no named beneficiary, the benefit will be paid to the Person Insured's legal heirs.

#### **C. Total and Permanent Disability**

The Insurers will pay the Person Insured in a case of the Person Insured's total and permanent disability beginning within 365 days from the date of the Insured Event and directly resulting from the Insured Event providing that such disability:

- (a) Entirely prevents the Person Insured from attending to any business or occupation for which they are reasonably suited by training, education or experience and
- (b) Continues without interruption for at least 365 days and
- (c) Is reasonably expected to continue without hope of improvement.

**In case of disability followed by the death of the Person Insured, one benefit only will be paid to the Person Insured and/or the Person Insured's beneficiaries.**

#### **D. Travel Tickets**

The Insurers will indemnify the Person Insured and an Escort for Reasonable Expenses incurred to purchase additional travel tickets to the Person Insured's place of domicile -100 kilometres minimum applies - as stated in the application form if due to the Insured Event and on the written instructions of the Doctor, the Person Insured is prevented from using the originally purchased travel tickets.

#### **E. Extra Accommodation Expenses**

The Insurers will indemnify the Person Insured and his Escort for reasonable additional lodging accommodation expenses incurred in order to remain in the place where the Person Insured receives medical treatment following an Insured Event on the written instructions of the Doctor up to a maximum of EUR 100 (or equivalent in other currencies) per day but in no case shall the maximum claim(s) under this Section E exceed the limit stated in the Schedule, any one Insured Event – minimum of 100 kilometres applies from the Person Insured's place of domicile.

#### **F. Loss of Personal Diving Equipment**

In the event of the loss of Personal Diving Equipment as defined at the time of the occurrence of the Insured Event the Insurer will pay the current market replacement price up to the amount shown in the Schedule.

#### **G. Cancellation and Curtailment**

The Insurers will pay up to the amount shown in the Schedule for loss of irrecoverable deposit(s) for unused Dives as a result of necessary and unavoidable cancellation due to the Person Insured being unable to dive for medical reasons (written confirmation must be given by a doctor).

In respect of Curtailment the Insurers will pay up to the amount shown in the Schedule the proportionate amount of the irrecoverable pre-paid costs of the unused Dives due to the Person Insured being unable to dive for medical reasons (written confirmation must be given by a doctor).

Cancellation and Curtailment losses are limited to Person's Insured who are less than 60 years of age.

#### **H. Third Party (Civil) Liability Rider**

The Insurers will indemnify the Person Insured for all sums that he/she shall become legally liable to pay to Third Parties as a result of Accidental Bodily Injury (meaning identifiable physical injury caused by an Accident) occurring whilst the Person Insured is engaged in recreational snorkel or sport diving up to the Limit of Indemnity shown in the Schedule in respect of the relevant program.

Legal defense costs incurred by the Person Insured shall be included within the Limit of Indemnity.

#### **WARRANTIES in respect of the Third Party (Civil) Liability Rider**

For the coverage to be available to the Person Insured, it is a fundamental requirement of this Insurance that: Recreational diving or snorkeling activities are carried out in accordance with the guidelines and recommendations for safe diving practices as laid down by the Person Insured's certifying authority and that the Person Insured satisfy him/herself that the equipment that he/she uses during recreational diving activities is maintained in a serviceable condition to accepted diving standards.

The Insurers will not be liable for the first EUR 250 of any incident. This applies to each person making a claim separately.

#### **EXCLUSIONS in respect of the Third Party (Civil) Liability Rider**

The Insurers will not pay any claim arising from:

- The use of spear guns when used in conjunction with an aqualung;
- Any Property or Goods of others in the care, custody or control of the Person Insured;
- Any goods or products sold by the Person Insured;
- The use or occupation of any premises by the Person Insured;
- The use or operation of any motor vehicle, watercraft or aircraft by the Person Insured;
- Any commercial or professional activity by the Person Insured;
- Bodily injury to the Insured Person's employees arising out of their employment;

- Seepage, pollution or contamination;
- Any occurrence which at the time of happening would, but for the existence of this insurance, be insured under any other policy

Subject otherwise to terms, conditions and exclusions of the Recreational Diving Policy Wording in which this Rider is included.

#### **4. GENERAL EXCLUSIONS applicable to the entire insurance**

The insurance will not cover death, disablement, loss or expense directly or indirectly arising out of or resulting from or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or usurped power,
2. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
3. the Persons Insured's suicide, attempted suicide and/or intentional self-injury, whether the Person Insured was sane or not,
4. the use of alcohol and/or drugs not prescribed by a registered medical practitioner,
5. a criminal act by the Person Insured,
6. the Person Insured engaging in or taking part in military service,
7. mental illness and/or mental disturbance or nervous breakdown of the Person Insured, whether pre-existing or caused by the Insured Event,
8. the Person Insured being in an abnormal state of health of which the Person Insured was aware and/or due to which he was disqualified or not entitled to engage in diving,
9. the Person Insured diving in an area where diving is forbidden,
10. the Person Insured diving whilst pregnant,
11. the Person Insured diving as a professional diver other than as a diving instructor.

#### **5. CLAIMS**

The Person Insured will inform the Claims Administrator immediately of the occurrence of an Insured Event (or an Accident in the Dive shop or in the boat transporting the Person Insured to and from the Dive) and its circumstances, and, as soon as possible, will submit all the reasonable documents (original(s) only) required including where applicable a letter of waiver of medical confidentiality signed by the Person Insured. The submission of the above waiver is fundamental to the Insurer's admittance of liability.

The Person Insured will co-operate with the Claims Administrator before and after submitting the claim and will do everything required in order to enable the Insurer to clarify his liability for payment and determine the amount to be paid under this insurance.

If required to do so, the Person Insured will make himself available, at the request of the Claims Administrator, for a medical examination by its appointed registered medical practitioner.

The Person Insured must send the Claims Administrator a full report of the Insured Event plus a medical report from the Doctor and/or from the Hospital(s) and must submit every other document required by the Insurer in accordance with the circumstances of the Insured Event.

The Insurer will be entitled to manage on its account any investigation and visit the Person Insured and have the Person Insured checked by the Insurer's medical representative and/or any other representative, as the Insurer deems necessary.

**Claims Administrator:**

Specialty Group Ltd, Europoint, 5-11 Lavington Street, London SE1 0NZ  
T: +44 (0)20 7902 7410 F: +44 (0)20 7928 4748  
[claims@specialty-group.com](mailto:claims@specialty-group.com)

## 6. ASSISTANCE

**Emergency Worldwide Assistance**

A 24 hour Assistance Company is incorporated in this Insurance

**It is a condition of this Insurance that immediate notice of all claims involving repatriation expenses or (within 48 hours of admission) in-patient hospital, clinic or nursing home treatment must be given to SPECIALTY ASSISTANCE SERVICES (S.A.S.).**

**Medical evacuation must be arranged by S.A.S.**

**Telephone: +44 (0) 20 7902 7405                      Telefax: +44 (0) 20 7407 9206**  
[assistance@specialty-group.com](mailto:assistance@specialty-group.com)

## TRAVEL ASSIST BENEFITS

### **Level 1 (Silver Plan):**

- **24-Hour Worldwide Medical Information and Assistance**  
The Assistance Company will provide 24-hour multilingual assistance and consultation along with non-diving related medical referrals to physicians, hospitals and specialists.
- **Emergency Repatriation**  
Repatriation shall be considered necessary if a qualified medical practitioner (a) shall estimate that the Person Insured is likely to be totally disabled for a period in excess of 4 weeks and/or

- (b) shall certify that local facilities are inadequate for the treatment of the Person Insured's condition and/or
- (c) shall confirm that the Person Insured's recovery will be substantially expedited by repatriation.

- **Medical Expense**

The Assistance Company will advance up to policy limit for hospital admittance or discharge deposits.

- **Repatriation of Remains**

If the Person Insured or a covered family member dies as a result of an Insured Event, the Assistance Company will arrange and pay, up to the policy limit, for all costs associated with the return of the remains.

**The Insurers will not pay any claim arising from Emergency Repatriation or Repatriation of Remains unless authorized by the Assistance Company in advance**

**Level 2 (Gold Plan) - The above benefits and in addition the following benefits:**

- **Prescription Assistance**

The Assistance Company will locate and arrange to send medication or eyeglasses when possible and legally acceptable or arrange for the Person Insured to pick up locally.

- **Medical Monitoring**

The Assistance Company will work with local medical providers and relay necessary information to the Person Insured and the Person Insured's family until the situation is resolved, also determine if the proposed treatment is appropriate and if the facility is capable of treating the situation.

**Level 3 (Platinum Plan) – The above benefits and in addition also the following benefits :**

- **Visit of Family Member or Friend**

The Assistance Company will arrange for a visitor if the Person Insured is travelling alone and requires hospitalization for more than five consecutive days.

- **Return of Dependent Children**

The Assistance Company will arrange to return children home if the Person Insured becomes ill or injured and cannot attend to the children's needs.

- **Return of Travelling Companion**

The Assistance Company will arrange and pay for one-way economy airfare for a travelling companion if the companion loses previously made travel arrangements because of the Person Insured's medical emergency.

- **Return of Vehicle**

The Assistance Company will arrange to return the Person Insured's unattended vehicle to the rental agency or to the current principal residence in case of a medical emergency.

- **Emergency Message Transmission**  
The Assistance Company will receive and relay emergency messages to and from the Person Insured's family and/or employer.
- **Emergency Cash Advances**  
The Assistance Company, when possible, will provide a cash advance of up to EUR 200 in local monies for medical emergencies.
- **Translator and Interpreter Referrals**  
In the event of a medical emergency the Assistance Company will arrange referrals to local translators or interpreters.
- **Legal Referrals**  
Referrals to local qualified attorneys will be arranged by the Assistance Company. Telephone interpretation will be arranged by the Assistance Company when necessary.
- **Legal Assistance**  
The Assistance Company will advise the proper embassy or consulate of the Person Insured's incarceration.

## 9. GENERAL CONDITIONS

### Other Insurance

On the occurrence of the Insured Event the Person Insured must give the Insurer notice immediately of any other insurance taken out for risks covered by this insurance. If on the occurrence of the Insured Event other insurances exist covering the Insured Event, then the Insurers shall pay only the sum in excess of the payments due by the other insurances.

### Law and Jurisdiction

The proper Law and Jurisdiction governing this insurance shall be the Law of Spain and the Spanish Courts shall have sole jurisdiction in any dispute hereunder.

### Schedule of benefits

Appendix 2 -Spain	Silver Spain	Gold Spain	Platinum Spain
Medical expenses and policy limit	€50,000 (In the provinces of Valencia and Catalonia unlimited in government hospitals)	€100,000 (In the provinces of Valencia and Catalonia unlimited in government hospitals)	€250,000 (In the provinces of Valencia and Catalonia unlimited in government hospitals)
Civil Liability	€150,000 (In the provinces of Valencia and Catalonia €300,000 as required by local law)	€150,000 (In the provinces of Valencia and Catalonia €300,000 as required by local law)	€150,000 (In the provinces of Valencia and Catalonia €300,000 as required by local law)
Death / Disability (including Repatriation of Remains)	€7,500 (In the provinces of Valencia and Catalonia €12,000 as required by local law)	€10,000 (In the provinces of Valencia and Catalonia €12,000 as required by local law)	€15,000
Additional costs (for travel arrangements)	€5,000	€7,500	€10,000
Cancellation/Interruption due to: medical inability of member (age: <60)	N/A	N/A	Up to €1,000
24X7 Travel Assistance -	Level 1	Level 2	Level 3

Worldwide			
Diving gear lost following a dive accident	N/A	€500	€1,000
Mixed Gases,	Nitrox 40%	Yes	Yes
Rebreather	No	Yes	Yes
Cave diving,	No	Yes	Yes
Ice diving	No	Yes	Yes
Depth Limit	70m	No Depth limit	No Depth Limit