

# ACCIDENT AND EMERGENCY POLICY - GOLD COVER PLUS

## THIS POLICY WORDING IS AN EXTENSION OF THE GOLD ANNUAL COVER



### DEFINITIONS

These words are listed in alphabetical order and whenever they are used in the Policy in bold typeface they have the meanings set out below:

**"ACCIDENTAL BODILY INJURY"** : bodily injury caused solely and directly by accidental slipping, tripping or fall, and accidental, external, visible and violent means sustained whilst entering, traveling in, on, or alighting from any aircraft, boat, ship, railway train, bus, or taxi (as a passenger) or driving of a motor vehicle, or any hire car, or motorcycle, moped or scooter of 125 cc or less, when wearing a helmet, which directly and independently of any other cause results in an accident, **Your Death**, the **Loss of**, or **Loss of use of Limbs**, or the **Loss of Sight**, or **Permanent Total Disability**.

Please note: **Accidental Bodily Injury** shall include exposure to the elements.

**"INSURER"**: Certain Underwriters at Lloyd's and this risk is underwritten by Dive Master Insurance Consultants Ltd on behalf of and for INDEPTHS.Org Members. Dive Master Insurance Consultants Ltd is authorised and regulated by the Financial Services Authority (FSA). Registered Number 306316. Telephone +44 (0) 1702 476902 Fax +44 (0) 1702 471892

**"LOSS OF, OR LOSS OF USE OF LIMBS"**: the total and permanent loss of a limb or limbs by a physical separation at or above the wrist or ankle or the total, permanent and irrecoverable loss of use of one or more limbs.

**"LOSS OF SIGHT"**: the total and irrecoverable loss of sight in one or both of your eyes.

**"PERMANENT TOTAL DISABILITY"**: a condition which, one year after the date of disablement, is of a permanent, severe and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **Your** life and which in the **Insurer's** reasonable opinion prevents **You** from engaging in any work or occupation for remuneration or profit.

**"WE, US, OUR"**: Certain Underwriters at Lloyd's, Dive Master Insurance Consultants Ltd who underwrite this policy on behalf of certain underwriters at Lloyd's and who are regulated by the Financial Services Authority (FSA) of the United Kingdom and entered in the FSA register under number 306316

**"YOU, YOUR, INSURED PERSON"**: an INDEPTHS.Org Member who has been enrolled in the INDEPTHS.Org Group Trade Log In Diving Accident Insurance Programme and by virtue of the payment of an additional premium is also enrolled in this Accident and Emergency Policy.

### CONDITIONS - These conditions explain the rules of the Policy.

No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the **Insurer**.

- This Policy shall have no surrender value.
- If any information provided by **You** or anyone acting on **Your** behalf to **Us** or the **Insurer** is deliberately inaccurate or misleading or if **You** fail to disclose any information which might reasonably affect the **Insurer's** decision to provide insurance or deal with a claim presented by **You**, **Your** right to any benefit under this Policy shall end.
- You** must not act in a fraudulent manner. If **You** or anyone acting for **You**
  - make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect or
  - make a statement in support of a claim knowing the statement to be false in any respect or
  - submit a document in support of a claim knowing the document to be forged or false in any respect or
  - make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

#### Then the **Insurer**

- shall not pay the claim
  - shall not pay any other claim which has been or will be made under the Policy
  - may at its option declare the Policy void
  - shall be entitled to recover from **You** the amount of any claim already paid under the Policy
  - shall not make any return of premium
  - may inform the police of the circumstances.
- It is not possible for **You** to transfer **Your** rights under this Policy.
  - All benefits payable under this Policy shall be paid to **You** or in the case of benefit paid after **Your** death to **Your** legally appointed personal representatives. Receipt of benefits will be regarded as a full discharge of the liabilities under this Policy.
  - It is a pre-condition of the **Insurer's** liability that **You** comply with all Parts of this Policy and that **You** take all reasonable steps to minimise the **Insurer's** risk and ongoing liability under this Policy.
  - This Policy, any endorsement to it, any proposal and any other written statement made by **You** or on **Your** behalf on which the **Insurer** has relied when accepting **You** for cover under this Policy, shall constitute the entire contract between **You** and the **Insurer**.
  - We will always communicate with **You** in English.
  - Other taxes or costs may exist that are not paid through **Us** or the **Insurer** or imposed by **Us** or the **Insurer**.
  - You** can cancel **Your** Policy at any time. If **You** want to cancel **Your** Policy then **You** should call **Us** on +44 (0) 1702 476902. You can also write to **Us** at Dive Master Insurance Consultants Ltd Kingsbridge House 17 to 23 Rectory Grove, Leigh On Sea, Essex, UK SS9 2HA, or **You** can send **Us** an e-mail to [Sales@Dive-Master.Net](mailto:Sales@Dive-Master.Net). Please ensure that **You** include **Your** full name and address, and when and where **You** bought this insurance. There is no return of premium or surrender value in this insurance.
  - This Policy has a duration of 12 months from the date it was electronically effected through the INDEPTHS.Org Trade Log In system.
  - The **Insurer** may at any time change any term or condition of this Policy by giving not less than 30 days written notice of such change to **You** at **Your** last known email address or to the dive school or center where this insurance was taken out.

### WHAT IS COVERED

In the event of **You** suffering **Accidental Bodily Injury** which causes any of the following disabilities, or death, the **Insurer** will pay the appropriate benefit set out in the benefits table below:

Benefits:	
1) Medical Treatment up to	£10,000
2) Death	£10,000
3) Loss of, or the use of one or more Limbs	£10,000
4) Loss of Sight	£10,000

This insurance cover extends to **Accidental Bodily Injury** sustained during excursions and activities whilst on holiday, the **Accidental Bodily Injury** must result in death, loss or

disablement directly and independently of any other cause within 2 years after the date of the **Accidental Bodily Injury** occurring.

Medical Treatment costs will only be reimbursed if treatment costs are pre approved by **Us** or our **Assistance Company** or paid upon the presentation of verifiable bills and receipts for treatment that was medically necessary as a result of a covered **Accidental Bodily Injury**. In the event of the disappearance of an **Insured Person**, if after a period of time it is reasonable to believe that the **Insured Person** has died as a result of a bodily injury covered by this Policy benefit will only be paid on receipt of a signed undertaking that benefits will be repaid to the **Insurer** if such benefit is subsequently found to have been paid in error. Benefit to any one **Insured Person** shall be limited to ONE of the items 1 - 4 shown in the table of benefits above and our liability to you under this policy will not exceed £10,000 in total.

### WHAT IS NOT COVERED

The **Insurer** will not pay benefit if the **Accidental Bodily Injury** results directly or indirectly from:

- war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event; or
- flying, except as a fare paying passenger in an aircraft operating under its own power; or
- Your** suicide or self-inflicted injury or deliberate exposure to exceptional danger; or
- Your** engagement in any criminal activity; or
- You** being under the influence of alcohol or drugs, otherwise than under the direction of a registered medical practitioner provided that such direction is not given due to **Your** treatment for drug addiction or dependence; or
- Sickness or disease not directly resulting from **Accidental Bodily Injury** any existing defect or chronic or recurring disease, disorder or other condition which **You** were aware of at the start date of this Policy or which **You** have suffered in the 12 month period prior to the start date of this Policy; or
- if the **Accidental Bodily Injury** arises from or is traceable to or is caused by any gradually developing deterioration whatever the cause of that deterioration.
- Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
- Post traumatic Stress Disorder or any psychological or psychiatric condition
- Pregnancy, childbirth or miscarriage.
- Motor cycle accidents where no helmet is worn.

**Excess - We** will not pay the first £150 of any Medical Treatment Costs as a result of you sustaining a covered **Accidental Bodily Injury** due to riding a motorcycle, moped or scooter.

**Double Insurance** - If another insurance policy exists covering **You** for the same risk covered by this policy, **You** must disclose its existence to **Us** prior to **Us** paying **You** a benefit under this policy. In this situation this policy will become excess to the benefits of the other policy and **We** shall have the right to recover any outlay that **We** made in good faith against any and all such other policies that **You** may have. **You** agree to provide **Us** with any help and assistance that **We** may reasonably and legally expect of **You** to help **Us** to effect recovery of **Our** outlay.

### HOW TO MAKE A CLAIM

Please request a claim form by:

- Writing to Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, UK, or
- Telephoning +44 (0)1702 476902, or
- Faxing +44 (0)1702 471892, or
- Emailing: [claims@dive-master.net](mailto:claims@dive-master.net)

Notice of any claim should be given within 120 days of the date of the event giving rise to that claim together with, at **Your** expense, such information and proof as the **Insurer** may reasonably require. If such notice and information is not given within this 120 day period then, other than in exceptional circumstances, no benefits will be paid in respect of the claim.

The **Insurer** may require **You**, at its expense, to be examined by a medical examiner of its choice. If **You** fail to attend any such examination, no further benefit shall be payable. The **Insurer** may also arrange for an agent to visit **You**. The purpose of any such visit will be to gather details relating to **Your** claim in order to ensure an accurate assessment. It is essential that **You** make yourself available for any such visit. If **You** fail to do so, no further benefit shall be payable.

**Please Note:** Neither INDEPTHS, the **Assistance Company** (CEGA), nor the **Company**, **Participating Dive Centre** or the **Claims Administrator** are responsible for the availability, quantity, quality or the results of any medical treatment provided, or for the failure of the **Insured** to seek medical services.

### WHAT TO DO IN THE EVENT OF AN ACCIDENT

In the event of a Medical Emergency as a result of an Accident go to or call immediately the nearest physician or hospital without delay, then contact the nearest CEGA Assistance Co-ordination Centre.

**GIVE YOUR NAME, I.D NUMBER "INDEPTHS01" AND A BRIEF DESCRIPTION OF THE PROBLEM.**

Assistance Coordinators are multilingual and are available 24 hours daily. CEGA ASSISTANCE NETWORK EXTENDS WORLDWIDE.

CEGA will immediately take the appropriate action necessary and continue to monitor your case until the situation is resolved.

### NOTICE TO PHYSICIANS AND HOSPITALS

CONTACT CEGA IMMEDIATELY FOR BENEFITS VERIFICATION & PROCEDURES (Call collect, if necessary)

CEGA Group

Funtington Park, Cheesmans Lane, Funtington, Chichester, West Sussex

+44 (0) 1243 621562

### COMPLAINTS

Any complaint you may have regarding your policy may be addressed to Dive Master Insurance Consultants Ltd, 17-23 Rectory Grove, Leigh-on-Sea, Essex, SS9 2HA, United Kingdom. Dive Master Insurance Consultants Ltd will try to resolve your complaint. If you are not satisfied with the manner in which your complaint has been dealt with thereafter you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law. The address is Lloyd's, 1 Lime Street, London EC3M 7HA Tel: 0207 327 1000

**This INSURANCE is underwritten for INDEPTHS Members by certain Underwriters at Lloyd's**