



CLUB DIVING INSURANCE



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GENERAL INFORMATION

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2. DAN Europe Foundation

3. Important Information

4. How to register a complaint

5. Insurer Information

6. Helpline Numbers

WELCOME TO MISR INSURANCE COMPANY - CLUB DIVING

This diving and associated risks insurance policy is underwritten by Misr Insurance Company (the **Insurer**). This policy, the policy schedule or certificate and any endorsements are based on the information **you** provided **us** and form the contract of insurance between **you** and **us**. Each **Insured** should read this policy, policy schedule, certificate and any endorsements carefully, keep them in a safe place and refer to them should a policy service be required or a claim occur.

This diving and associated risks insurance policy has been issued by **insurers** to **you** a DAN Europe Foundation member resident in the countries and **territories** that are the responsibility of DAN Europe Foundation. These countries include Geographic Europe, the countries bordering the Mediterranean Sea and the Red Sea, the Middle East and the countries bordering the Persian Gulf, the countries bordering the Indian Ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries.

It is DAN Europe's understanding that all citizens or residents of the above countries and territories can subscribe to and become members of the Foundation. However citizens of or residents in countries outside the European Union or European Economic Area whilst being entitled to purchase membership benefits and services may be restricted from purchasing insurance products. If **you** are a citizen of or **resident** in these countries **you** are recommended to contact the **Administrator** prior to purchasing membership and insurance to confirm what membership and insurance benefits **you** are entitled to and to ensure that **your** membership documents are correctly issued.

Your right to cancel: if having purchased this insurance **you** decide that it does not meet **your** requirements please return this policy at once to:

The **Administrator**, DAN Europe Insurance Brokers Ltd, Continental Europe Office, Contrada Padune 11, 64026 Roseto degli Abruzzi (TE), Italy or telephone on +39085-8930333 within 14 days of the **Date of Issue** and provided that no claim has been made and **you** have not travelled and/or dived the premium will be refunded in full.

Material Facts: **you** **MUST** tell **us** all **Material Facts**. A **Material Fact** is one which is likely to influence the cover provided. If, after buying the policy a **Material Fact** becomes known or changes **you** must tell **us** and we reserve the right to impose special terms. Examples of **Material Facts** include previous dive related accidents or anything which increases the likelihood of a claim being made under this policy.

It is **our** intention to provide an excellent service to all **our** policyholders, however, **we** recognise that there may be occasions when **you** feel that this has not been achieved. If **you** are unhappy with any aspect of the service that **you** receive, please contact either **your** usual insurance adviser or:

The Complaints Manager

DAN Europe Insurance Brokers Ltd
25, Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta
Telephone no. +356 2131 9000 Email: daneuropecomplaint@deib.eu

Please state the nature of **your** complaint, the Policy and/or Claim Number, the name of any claim handling organisation with whom **you** have been dealing and their reference number.

If after taking this action **you** are still unhappy with **our** response please write to:

The Managing Director

DAN Europe Insurance Brokers Ltd
25, Villa Eden, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta
Telephone no. +356 2131 9000 Email: daneuropecomplaint@deib.eu

All cover under this policy is provided by Misr Insurance Company (**the Insurer**) registered in Egypt Company no. 12. Cover under Section 1 - Legal Expenses, is also provided by Misr Insurance Company (**the Legal Expenses Insurer**) in respect of this Section.

Misr Insurance Company is authorised and regulated by Egyptian Insurance Supervisory Authority registered in Egypt Company no. 12 and operates in Egypt.

This policy entitles **Insured(s)** to the use of the Assistance Services **we** provide via **our 24/7 Emergency Operating Centre**. This service is provided on **our** behalf by I.P.A.S. Spa a subsidiary of AXA Group based in Rome. Through the services of **our 24/7 Emergency Operating Centre** a team of trained multi-lingual assistance co-ordinators are available to provide **you** with the various Assistance Services provided by the Policy.

DAN MEMBERS

If you are assisting a DAN member in such an emergency please notify **us** via our **24/7 Emergency Operating Centre** prior to:

1. your client and **our** DAN member being admitted as an in-patient at any hospital, clinic or nursing home. If this is not possible because of the **seriousness** of the condition, then **you** must contact **us** as soon as possible after **your** client or **our** DAN member is admitted;
2. any medical evacuation or repatriation arrangements being made;
3. burial or cremation or transportation of **your** client or **our** DAN member's body;
4. any hospital transfer being arranged or return home costs incurred;



Once we are contacted any **Insured** DAN member will be assisted by an experienced assistance co-ordinator who will ensure that necessary medical fees are guaranteed and where appropriate repatriation or transportation is arranged by the most suitable method. Diving and other medical emergencies will be referred by the **24/7 Emergency Operating Centre** to and handled by the DAN Europe Hyperbaric Medical specialists.

You are advised that all coverage limits including those for Medical and Repatriation cover are reduced to a combined limit of 50.000,00€ any one claim if **we** do not manage, book and guarantee the provision of any of the insured emergency services. **You** are strongly advised to contact **our 24/7 Emergency Operating Centre** to obtain the full service and indemnity **we** provide under the Policy terms, conditions, exclusions and limitations of cover.

The 24/7 Emergency Assistance telephone number is : +3906 4211 5685

When contacting us please advise the **24/7 Emergency Operating Centre** that **you** are a DAN Europe Foundation member and confirm **your** DAN membership number.

There are many other circumstances where their advice and assistance could prove invaluable. For instance they can:

- (a) Liaise with medical staff and hospitals
- (b) Guarantee medical fees if necessary
- (c) Arrange emergency repatriation with medical escort if necessary
- (d) Provide advice and guidance to other members of the party if **you** are unfortunate enough to go into hospital
- (e) Provide referral to an Embassy, Consulate or other source of legal consultation
- (f) Organise onward travel tickets following missed departure

NON DAN MEMBERS

Where **you** are managing a Medical or Diving emergency for a client of yours who is NOT a DAN member **we** will in life threatening situations and through the DAN **24/7 Emergency Operating Centre** provide what help and assistance **we** can without provision of any of **our** services, guarantees or insurance coverages.

Legal advice is available over the telephone, on any personal diving legal problem with respect to the law of **your Country of Residence** or a legal problem relating to **your** goods and services or any personal injury suffered by **your** diving clients. Advice is not available regarding any dispute that may arise concerning this Policy. This service is completely confidential and is operated by **us** with advice provided by a team of qualified lawyers.

To obtain free legal advice telephone **24/7 Emergency Operating Centre on +3906 4211 5685**. When contacting the **24/7 Emergency Operating Centre** please advise them that **you** are a DAN Europe Foundation member and confirm your DAN membership number

We will (unless specified to the contrary) provide EACH **Insured** named in the policy certificate and schedule with insurance in the manner described in each Section of this policy subject to the terms, provisions, conditions, limitations and exclusions therein and the General Exclusions and General Conditions of this policy.

We will also insure **you** for **your** Civil and Legal Liability for claims made against **you** by third parties or clients arising out of the **dive club services** you provide and which are insured by **us**.

In the provision of these **dive club services** provided by **you** or by diving professionals employed by **you** or under **your** direction **we** will cover **you** for such claims so long as the diving professional involved in the accident has been declared to **us** and entered under **your** policy.

You should therefore ensure that any such individual is included under **your** policy by entering the full details of this person under **your** DAN policy record. **You** should also delete individuals who are no longer under **your** employ or direction.

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

Legal Expenses and Civil, Legal and Professional Liability Claims -

DO NOT admit liability or offer or promise any payment or indemnity

DO

- A. forward to the **Claims Handler** IMMEDIATELY upon receipt, every letter, claim, writ, summons or process
- B. notify the **Administrator** in writing IMMEDIATELY that **you** have knowledge of any impending prosecution, inquest, fatal accident or ministry inquiry in connection with any accident that may result in a claim
- C. comply with the policy Claims Conditions and Procedures

FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM

PLEASE REFER to the appropriate Section for full details

YOU MUST ALSO:

Give all information and assistance that the Insurers may require

Comply with all reasonable deadlines set by the Insurers

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

7. Legal Advice

8. Basis of Diving and Travel Assistance Cover

9. How to make a Claim



If during a life threatening emergency **you** require Emergency Medical Assistance for **your** clients or third parties please call the DAN **24/7 Emergency Operating Centre**. If **you** provide them with **your** DAN membership number stating clearly that **you** are managing a life threatening medical emergency of a non DAN member **we** will assist **you** to manage the situation as best as possible. Once the Emergency is under control please advise **your** client or the third party to notify the Emergency to his/her insurers. **You** should also consider whether this emergency could involve **your Dive Club** in a circumstance which may give rise to a claim against **you** and if so notify **us** as explained above and in the policy.

GENERAL DEFINITIONS

MISR INSURANCE COMPANY - DIVING BUSINESS LIABILITY INSURANCE POLICY

GENERAL DEFINITIONS, CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY

Wherever these words or phrases appear in **bold italic type** in this policy, other than in respect of Section 1 Legal Expenses they will have these meanings:

24/7 Emergency Operating Centre means the assistance services provided by the Contractor engaged by **us** to provide a 24/7 emergency contact service to **you**

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes barotraumata and decompression sickness; asphyxia of a non-pathological origin; acute poisoning or envenomation caused by the ingestion or absorption of substances; drowning; exposure or frostbite including exposure resulting from a mishap to a marine conveyance in which the **Insured Person** is travelling; sunstroke or heatstroke; injuries and traumas in general including when caused by marine life occurring anywhere in the world.

Administrator means DAN Europe Insurance Brokers Ltd, 25 Villa Eden, Princess Elizabeth Street, Ta' Xbiex XBX 1103, Malta

Country of Operation means the country provided by **you** as the location of your Dive Club when applying for this Insurance accepted by **us** as within the **Territory/Territories** and appearing on the Schedule or Certificate of the Policy

Diving Activity/Diving Activities means **Recreational Diving** or **Professional Diving** from the moment when **you** start kitting out to enter water until **you** totally exit water and kit off and includes out of water tuition time in simulators or elsewhere

Dive Centre means dive centre and/or club premises owned and /or rented/leased by **You** and under **Your** care and custody at the address specified in the Schedule attached to this Policy.

Dive Club means a Person, Organisation or Association of any type providing **Dive Club Services** to persons planning to or participating in **Diving Activities**

Dive Club Services means the provision of advice and instruction in recreational snorkel and/or **recreational diving** including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including all ancillary, social, recreational, promotional and other special interest diving or services agreed by **us**

Diving Bodies means recognised national controlling organisations whether or not affiliated to R.S.T.C. or C.M.A.S. who establish and publish guidelines and recommendations to their membership for safe diving practice

Emergency Medical Assistance means any request made by a **Recreational Diver** for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**.

Insured/you/your means each person or company stated in the policy certificate or schedule as being insured

Insurer/we/our/us means the Insurance Company as stated in the section "Security" within the attached schedule.

Material fact means facts about **you** or **your** activities that are likely to influence **us** in accepting **your** insurance. This includes medical conditions that may disqualify **you** from diving or **your diving activities** where these are not within the safe practices published by reputable **diving bodies**. If **you** have any doubt as to whether a fact is 'material' **you** should tell **us** in writing by e-mail or for medical material facts by completing a medical self declaration form

Period of Insurance means the **Period of Insurance** stated in the Policy Certificate or Schedule.

Professional Diving means the provision of advice and instruction in snorkel and/or **recreational diving** including all organising, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides including personal **Recreational Diving Activity** and work (both voluntary and remunerated) for civil protection agencies. **Diving Activities** directly or indirectly related to scientific, exploratory or media activities are also considered **professional diving** (unless purely voluntary without any form of remuneration or reward) as well as any commercial diving not excluded by the policy.

Recreational Diving means all snorkelling, and recreational **Diving Activities** (including voluntary work for civil protection agencies) carried out by the **Insured** as stated in the Schedule or Certificate attached to this Policy with or without breathing apparatus whether as a student or not including:



- Compressed air diving in any form;
 - Enriched air “Nitrox” diving with fixed percentages with an open circuit or a “rebreather”;
 - The use of oxygen enriched air or of oxygen to maximize decompression safety;
 - The use of normoxic “Trimix” mixtures at depths less than 50m to minimize the narcotic effects of compressed air;
- DAN Europe recommends gas partial pressures up to a maximum of 1,6ATA Oxygen and 5,6ATA Nitrogen in the breathing mixture.
- **Technical Diving** as defined subject to the medically recommended gas partial pressures of 1,4ATA Oxygen or up to a maximum of 1,6ATA Oxygen and 3,95ATA Nitrogen in the breathing mixture.

Residence means the residential address included in your application or renewal for this insurance and which appears on the Certificate or Schedule of the Policy

Technical Diving means dives conducted with the use of variable gas mixtures (Nitrogen-Helium-Oxygen otherwise called Trimix or Helium - Oxygen otherwise called Heliox) up to depths not exceeding 130 metres.

On written submission of a full dive profile and proposed safety and support measures **insurers** may consider providing specific per dive insurance for any dive exceeding 130 metres and/or the maximum gas partial pressure limits allowed above.

Territory/Territories means the DAN Europe countries which include Geographic Europe, the countries bordering the Mediterranean Sea and the Red Sea, the Middle East and the countries bordering the Persian Gulf, the countries bordering the Indian Ocean north of the equator including Kenya, Tanzania and Zanzibar as well as the related overseas territories, districts and protectorates of these countries.

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this clause any loss, destruction or damage is not covered by this Insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

Words in the masculine gender shall include the feminine.

Schedule means the document providing **you** with written confirmation of cover for insurance for one year;

Certificate means the document providing **you** with written confirmation of cover for insurance of less than one year;

Endorsement means the document confirming any alteration in **your** insurance confirmed by **insurers**

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THE POLICY

1. **Precautions - The Insured MUST:**
 - A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering any property insured;
 - B. not book or accept to provide any **Dive Club Services** against medical advice or that are rash or imprudent.
2. **Claims** - If there are any circumstances that may give rise to a claim under this policy the **Insured** must follow the procedure ‘How to Make a Claim’ detailed on page 5 and supply at the request of and free of expense to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with all reasonable deadlines set by the **Insurers** and complying 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** without the written consent of the **Insurers**.
3. **Insurer’s rights** in the event of a claim in respect of all Sections other than Section 1 - Legal Expenses
 - A. The **Insurer** shall be entitled but not bound to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for its 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.
 - B. The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims under Section 2 the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in Damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of Defence Costs recoverable or incurred prior to the date of such payment.



The liability of the **Insurer** to pay Defence Costs where Damages exceeding the Limit of Indemnity have to be paid and the **Insurer** has not exercised its rights under this Condition shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims

4. **Fraud** - If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or any person acting on behalf of the **Insured** to obtain benefit under this policy all benefit hereunder shall be forfeited.
5. **Cancellation** - The **Insured** may cancel this policy by returning it to the **Insurer** together with written cancellation instructions at any time within 14 days of the inception or renewal date of the Policy and provided that no claim has been made and that all future rights under the policy are withdrawn in writing the premium will be refunded in full.
6. **Observance** - The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy so far as they relate to anything to be done or complied with by the **Insured** and the disclosure of all **Material Facts** shall be a condition precedent to any liability of the **Insurers** to make any payment under this policy.
7. **Adjustment of Premium** - Where the insurance under any section of the policy is arranged on an adjustable basis the **Insured** shall keep accurate records and in the manner agreed make declarations to **Insurers** so that the necessary adjustment of premium may be made. The method of premium adjustment and the Policy coverage sections applicable will be stated on the Policy schedule.
8. **Arbitration** in respect of all Sections if any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in Malta. The place of arbitration shall be in Malta and the language of the arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**.
9. **Jurisdiction** - The **Insured** and the **Insurers** have agreed that this policy shall be governed by and construed in accordance with Maltese Law which will have exclusive Jurisdiction on any policy disputes which will be based on the English policy version.
10. **Uninsured Expenses** - If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers** on the **Insured's** behalf or any additional or increased costs and/or expenses incurred by the **Insurers** as a result of the **Insured's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured** shall repay all such costs and/or expenses to the **Insurers** within 30 days of his/her being requested to do so by the **Insurers**.
11. **Other Insurance or Indemnities** -
the **Insurers** will seek contribution from any other insurance held by the **Insured** where:
 - A. there is in force insurance covering the same claim in which case this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
 - B. the **Insured** also seeks to obtain indemnity in respect of the same claim from any other insurance in which case the **Insurers** will not be liable to pay more than their proportionate share of any such claim, costs and expenses in connection therewith.
12. **Data Protection Act - Personal Information** - The **Insurer** may collect, hold and process certain types of information regarding the **Insured** for particular purposes as allowed by law and in accordance with the **Insurer's** Data Protection and Privacy Statement (a copy of which can be obtained from us on request). Due to the sensitive nature of some of this information the **Insured, by accepting this policy, consents to the Insurer** to process this information and where required by the **Insurer** to pass this information to third parties such as loss adjusters and other agents.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THE POLICY

1. This insurance does not cover any:
 - A. person:
 - i. aged 75 or over unless, 30 days before renewing or incepting insurance, a medical report is submitted to **Insurers** who after consultation with their medical officers may accept that the **Insured** is fit for **Diving Activity**. No coverage is provided to any person over the age of 75 unless the policy specifically confirms this in writing
 - ii. who is a **resident** outside DAN Europe **Territories** unless this policy specifically confirms this in writing
 - B. loss, damage, **bodily injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the Insured or breach of any law or enactment by the Insured or arising out of **Your** gross negligence



- C. claim arising out of a **Material Fact** which was not declared to **us** when **you** purchased this insurance
 - D. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war
 - E. warlike 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
 - F. 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
 - G. discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
 - H. **Terrorist Action** or any action taken by anyone to prevent real or perceived imminent **Terrorist Action** or to address ongoing **Terrorist Action**.
 - I. loss, destruction, damage, liability costs or expenses caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
 - J. claim directly or indirectly 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
2. The **Company** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.
3. The **Insurer** shall not be liable for any claims arising directly or indirectly from:
- A. actions for damages brought in a court of law outside the **Territory**
 - B. legal costs and expenses arising outside the **Territories**
 - C. actions brought in a court of law within the **Territories** to enforce a foreign judgement whether by way of reciprocal agreement or otherwise;
4. Notwithstanding anything in the Insurance or in any extension(s) thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Insurance does not cover loss or destruction of or damage to any property or **Bodily Injury** anywhere in the world or loss resulting therefrom caused by or happening through or in consequence of:
- (i) Civil commotion
 - (ii) Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association as defined by the national legislation on **Terrorism** in the **country of residence** of the **Insured**
- This overriding exclusion applies to this Insurance and to any extension(s) thereof, except only if an extension be issued hereafter which expressly cancels this overriding exclusion.
5. **Contracts (Rights of Third Parties) Exclusion Clause** - Neither this policy nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. This clause shall not affect the rights of the **Insured** (as assignee or otherwise) or the rights of any loss payee.

COVERAGE SECTIONS

SECTION 1: LEGAL EXPENSES

A. Coverage

The **Insurers** hereby agree to provide the insurance in this Section as long as:

- 1. The **Insured Incident** is restricted to incidents arising out of **your diving activities**
- 2. the **Date of Occurrence** of the **Insured Incident** is during the Operative Time of cover; and
- 3. any legal proceedings, whether civil or criminal, will be dealt with by a court, or other body **insurers** agree to; and
- 4. for civil claims it is always more likely than not that an **Insured** will recover damages (or obtain any other legal remedy which **insurers** have agreed to) or make a successful defence
- 5. such cover is not already provided under the Third Party Liability section of this Policy

Insurers will help in appealing or defending an appeal as long as the **Insured** informs **insurers** within the time limits allowed that they want to appeal. Before **insurers** pay the Legal Costs for appeals, **insurers** must agree that it is always more likely than not that the appeal will be successful.



B. Definitions applicable to Section 1 only

Insurers will pay the **Costs and Expenses** charged by a **Representative** appointed by **insurers**. The most **insurers** will pay for all claims resulting from one or more events arising at the same time or from the same cause is 26.000,00€ or such other amount stated in the Schedule or Certificate to the Policy or as may be agreed by **insurers**.

Representative means the lawyer, or other suitably qualified person, who has been appointed by **insurers** to act for an **Insured** in accordance with the terms of this Section.

Date of Occurrence means the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the **Date of Occurrence** means the date of the first of these events.

Costs and Expenses means all reasonable and necessary costs chargeable by the **Representative** on a standard basis. **Insurers** will also pay the costs incurred by opponents in civil cases if an **Insured** has been ordered to pay them, or pays them with insurer's agreement and **your** own or **your** opponents court costs as decided by a court, or other body **we** agree to. Included in the coverage are the costs and expenses incurred to oppose administrative procedures or sanctions of a value of not less than 550,00€ served against **you**.

Insured Incident means **insurers** will negotiate for **your** legal rights arising out of **your diving activities** against any third party:

- i. who causes your death or bodily injury;
- ii. who causes property damage to **your** assets or possessions whether or not these damages are caused by marine or water craft
- iii. arising out of the use of property, whether immovable or not;
- iv. insurance company other than **us**;

In addition **insurers** will cover **your** legal and court costs and expenses to defend **your** legal rights arising out of **your diving activities** provided that third party and professional liability insurance:

- v. is current and in force and;
- vi. has responded up to the full policy limit insured, or;
- vii. cannot respond because it does not insure or is not operative in the particular circumstances.

In the event that administrative procedures or sanctions are served against **you** coverage is provided only up to the costs and expenses as required to defend **your** rights.

Provided that any criminal proceedings will only be indemnified in the event that **you** are acquitted from the charges served against **you** or if the court agreed that **your** actions were involuntary.

C. Exclusions applicable to Section 1 only

Insurers shall not be liable for:

1. A claim reported to insurers more than 180 days after the **Insured** should have known about the **Insured Incident**.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before **insurer's** written acceptance of a claim.
4. Any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
5. Defending an **Insured's** legal rights (other than as defined above), but defending a counter-claim made against **You** by a third party is covered.
6. Fines, penalties, compensation or damages which an **Insured** is ordered to pay by a court or other authority.
7. An **Insured Incident** intentionally brought about by an **Insured**.
8. A legal action that the **Insured** takes which **insurers** or the **Representative** have not agreed to or where the **Insured** does anything that hinders **insurers** or the **Representative**.
9. A claim relating to an **Insured's** alleged dishonesty or alleged violent behaviour.
10. A claim relating to written or verbal remarks which damage an **Insured's** reputation.
11. A dispute with **insurers** not otherwise dealt with under Condition 7 below.
12. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
13. Apart from **insurers** the **Insured** is the only person who may enforce all or any part of this Section and the rights and interests arising from or connected with it.
14. An application for judicial review
15. Any **Costs and Expenses** that are incurred where the **Representative** handles the claim under a contingency fee arrangement
16. A claim against **insurers** or its agents
17. A claim against any insurance intermediary agent of **insurers**
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured** travelling by air
19. A claim made against the **Insured** for any non-diving activity



D. Conditions applicable to Section 1 only

20. Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise
- The *Insured* must:
1.
 - (a) try to prevent anything happening that may cause a claim
 - (b) take reasonable steps to keep any amount *insurers* have to pay as low as possible
 - (c) Send everything *insurers* ask for, in writing
 - (d) Give *insurers* full details of any claim as soon as possible and give *insurers* any information *insurers* need
 2.
 - (a) *Insurers* can take over and conduct, in the name of an *Insured*, any claim or legal proceedings at any time and can negotiate any claim on behalf of an *Insured*.
 - (b) The *Insured* is free to choose a **Representative** (by sending *insurers* a suitably qualified person's name and address) if:
 - i. *insurers* agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the *Insured* in those proceedings;
or
 - ii. there is a conflict of interest;

Insurers may, in exceptional circumstances, choose not to accept the *Insured's* choice.

If there is a disagreement over the choice of **representative** in these circumstances, the *Insured* may choose another suitably qualified person
 - (c) In all circumstances except those in 2B above, *insurers* are free to choose a **Representative**
 - (d) Any **Representative** will be appointed by *insurers* to represent the *Insured* according to *insurers'* standard terms of appointment. The **Representative** must co-operate fully with *insurers* at all times
 - (e) *Insurers* will have direct contact with the **Representative**
 - (f) The *Insured* must co-operate fully with *insurers* and the **Representative** and must keep *insurers* up to date with the progress of the claim
 - (g) The *Insured* must give the **Representative** any instructions that *insurers* require
 3.
 - (a) The *Insured* must tell *insurers* if anyone offers to settle the claim
 - (b) If the *Insured* does not accept a reasonable offer to settle a claim, *insurers* may refuse to pay further **Costs and Expenses**
 - (c) *Insurers* may decide to pay the *Insured* the amount of damages that the *Insured* is claiming, or which is being claimed against them instead of starting or continuing legal proceedings
 4.
 - (a) The *Insured* must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if *insurers* ask for this
 - (b) The *Insured* must take every step to recover **Costs and Expenses** that *insurers* have to pay and must pay *insurers* any **Costs and Expenses** that are recovered
 5. If the **Representative** refuses to continue acting for the *Insured* or if the *Insured* dismisses a **Representative**, the cover *insurers* provide will end at once, unless *insurers* agree to appoint another **Representative**
 6. If the *Insured* settles a claim or withdraws it without the agreement of *insurers*, or does not give suitable instructions to a **Representative**, the cover *insurers* provide will end at once and *insurers* will be entitled to reclaim any **Costs and Expenses** *insurers* have paid
 7. If *insurers* and the *Insured* disagree about the choice of a **Representative**, or about the handling of a claim, *insurers* and the *Insured* can choose another suitably qualified person to decide the matter. *Insurers* and the *Insured* must both agree to the choice of this person in writing. Failing this, *insurers* will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected
 8. *insurers* may, at *insurer's* discretion, require the *Insured* to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the *Insured* and *insurers*, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *Insured* will recover damages (or obtain any other legal remedy that *insurers* have agreed to) or make a successful defence, *insurers* will pay the cost of obtaining the opinion
 9. *insurers* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist
 10. This Section will be governed by the law of your **Country of Residence**.



SECTION 2: THIRD PARTY LIABILITY

A. Coverage

The **Insurers** hereby agree to indemnify the **Insured** against all sums that the **Insured** shall become civilly or legally liable to pay as a result of accidental bodily injury or damage to property occurring whilst providing:

Dive Club Services in **your Country of Operation** or elsewhere in the world arising out of **Journeys** by your employees up to the Limit of Indemnity on the Schedule or Certificate attached to the policy.

In addition **Insurers** will indemnify the **Insured** for any liability arising out of the filling of air tanks by compressor or otherwise or the provision, leasing or renting of diving equipment provided to participants for use during the **dive club services** provided by **you**.

Compressor and other Diving Equipment Liability - **We** will also indemnify **You** for Liability in the terms of this policy in respect of legal liability for injury or damage arising out of the use of any breathing gas compressor or other diving equipment which **You** are certified or competent to use and is being rented or used in the course of providing **Diving Club Services** or as otherwise agreed by the **Insurer**.

The indemnity provided by this Section of the Policy is extended to include liability:

1. of any person or firm arising out of the performance of a contract with the **Insured** the primary purpose of which is the provision of labour only, whether an employee, apprentice or person undertaking study or work experience;
2. any self-employed person working for and under the control of the **Insured** including voluntary workers or volunteers whilst working on behalf of the **Insured** in connection with the **Dive Club Services**;
3. Arising out of any medical, canteen or welfare facilities provided by the **Insured**;
4. Of the committee for the time being of any of the **Insured's** sports or social clubs including as though they were the **Insured**, the officers and/or members of any such club jointly and/or severally;
5. Of directors and/or officials of the **Insured** in their private capacity arising from work undertaken for them by employees of the **Insured**;
6. Of any Concessionaire as if that Concessionaire is named as an additional assured;
7. Of any Principal as if that Principal is named as an additional assured;
8. Caused by or arising from any instruction or advice or lack of advice given by or on behalf of the **Insured** in the course of providing the **Dive Club Services**;
9. for accidental bodily injury or illness of any person and/or accidental loss of or damage to material property occurring within or from the insured **Dive Centre** indicated in the Schedule during the continuance of this policy and in connection with the **Dive Club** services. This extension is applicable only if so detailed in the schedule attached to this policy and on condition that:
 - a. All slippery and/or wet surfaces are rendered safe by means of non-slip material and;
 - b. in respect to injury by lifting of heavy equipment **Your** clients are given proper lifting instructions by **You** or **Your** employees who have are properly trained in such lifting of heavy equipment;

Provided always that:

10. these extensions shall not apply to the extent that liability is covered under any other existing insurance and that this additional coverage is always subject to the terms, coverage, exclusions and conditions contained herein.
11. This indemnity shall not include any judgement or order made by a court by way of recognition or enforcement (whether by action or otherwise) of a judgement given previously by a court in a **Territory** not covered by this Policy.
12. The trade, operating and employment licenses of **your Country of Operation** are where required complied with and observed.
13. Legal Fees and other costs incurred in the legal defence of the **Insured** shall be payable up to and not greater than the Limit of Indemnity shown in the Schedule of the Policy.

The insurance under this Section does not cover liability for:

- 1) Bodily Injury or Disease caused to any person arising out of and in the course of his/her employment by the **Insured** or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the **Insured**, the primary purpose of which is the provision of labour only;
Loss of or damage to property owned by the **Insured** or in the **Insured's** care, custody or control, other than:
 - (a) Employees' property;
- 2)
 - (b) Premises not owned or rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon.



C. Memorandum applying to Section 2 only

D. Conditions applying to Section 2 only

- 3) Bodily injury or disease and/or Loss of or damage to property:
 - (a) Caused by the ownership or operation by or on behalf of the **Insured** of any vehicle for which insurance is required under any Road Traffic legislation whilst on any road within the meaning of this legislation;
 - (b) Caused by the ownership or operation by or on behalf of the **Insured** of any aircraft or waterborne vessel;
- 4) Bodily injury or disease and/or loss of or damage to property arising (after they have ceased to be in the possession or under the control of the **Insured**) out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured;
- 5) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance;
- 6) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance;
- 7) Fines, penalties, punitive or exemplary damages;
- 8) Any commercial or professional activity carried out by the Insured other than the provision of Dive Club Services as defined by the Policy;
- 9) Intentional exposure of **Your** clients or students to gas partial pressures greater than 1.6ATA oxygen and 5.6ATA nitrogen unless in respect of dives using oxygen the above limits are exceeded to maximize decompression safety;
- 10) Any claim made or action instituted in the first instance within all jurisdictions of the United States of America or Canada nor to any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise.

The **Insurers** will also pay, in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy any legal expenses incurred in the European Union or European Economic Area or any other country specified in the Policy Schedule with their consent for:

1. Representation at any Coroner's Inquest, or Fatal Accident Inquiry;
 2. Defending any proceedings in any Court of Summary Jurisdiction.
1. **LIMIT OF INDEMNITY CLAUSE** - The total liability of **Insurers** under this Section to pay damages and or claimants costs fees and expenses shall not exceed the sum stated in the Schedule or Certificate in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence
 2. **CROSS LIABILITY CLAUSE** - It is hereby declared and agreed that where more than one party is named in the Insurance as "the **Insured**" cover under this Section shall apply as though individual Insurances had been issued to each such party. Provided always that **Insurers'** total liability shall not exceed the Limits of Liability stated in the Schedule.
 3. **INDEMNITY TO PRINCIPALS CLAUSE** - Where liability as herein defined attaches to any Principal of the **Insured** the indemnity under this Section shall be wholly dependent upon the said Principal being subject to the terms, exclusions and conditions thereof. For the purposes of this clause Principal means an Organisation or Association providing training packages or procedures or safe recreational diving standards to the **Insured**, not domiciled in the USA or Canada.
 4. **INDEMNITY TO CONCESSIONAIRES CLAUSE** - It is hereby declared and agreed that Concessionaires as defined below are deemed to be considered as co-assured under this Policy. Where liability for any **Diving Activities** attaches to any Concessionaire, the said Concessionaire remains subject to the terms, exclusions and conditions of this Policy. Coverage under this clause applies only insofar that the legal liability was in the first instance s the responsibility of the **Insured**. For the purposes of this clause Concessionaire means an individual, Company or Association permitting **You** to operate from the Concessionaire's hotel, holiday village, tourist facility or other leisure business premises, not domiciled in the USA or Canada
 5. **ADDITIONAL ASSURED CLAUSE** - If the **Insured** so requests in writing and it is agreed by **Insurer's** the indemnity granted extends to include any additional assured's included in the policy or any Certificate or Schedule attaching to the Policy
 6. **LANDLORD'S LIABILITY** - It is hereby declared and agreed that the owners of waterways, reservoirs, swimming pools or other premises used to organise a **DIVING Diving Activity** are deemed insured up to the policy limit of liability including the legal liability of the **Insured** for loss or damage to such owners' property provided that these Premises are temporarily occupied by and not owned or rented by the **Insured** for the purposes of **Diving Activity**
 7. **CLAIMS PROCEDURE CLAUSE** - The **Insured** shall give to the **Insurers** notice as soon as possible in writing, with full particulars of the happening of any occurrence likely to give rise to a claim under this Section or of the receipt by the **Insured** of notice of any claim and of the institution of any proceedings against the **Insured**.



The **Insured** shall not admit liability for or offer or agree to settle any claim without the written consent of the **Insurers**, who shall be entitled to take over and conduct in the name of the **Insured** the defence of any claim and to prosecute in the **Insured's** name for the **Insurer's** benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The **Insured** shall give to the **Insurers** such information and assistance as the **Insurers** may reasonably require.

8. **EXCESS CLAUSE** - The indemnity provided by this Section of the Policy does not cover the amount of the Excess shown in the Schedule which shall be deducted from each and every claim for Loss of or Damage to Property.
9. **INDEMNITY TO PARTICIPANTS** - **We** will indemnify any **Participant** in respect of his legal liability for Injury or Damage caused to another **Participant** arising out of any **Diving Activity**, in the terms of this policy but only if such **Participant** is not entitled to indemnity under any other Policy. A **Participant** is any person under **your** active supervision or instruction or who is participating in **your diving activities** or promotional events.
10. **SERIAL LOSSES** - All claims arising out of or attributable to the same loss or cause form a serial loss and will be considered by this policy as a single loss regardless of the number of injured parties, claimants or beneficiaries.
11. **DISCOVERY CLAUSE** - The indemnity provided by this section of the policy will also operate for up to 60 months after the expiry of this insurance solely in respect of losses occurring before the expiry of this insurance. Any claims received by **you** in respect of losses occurring before the expiry of **your** insurance and notified to **us** during this 60 month period will be considered as made within the **Period of Insurance** subject to **you** complying with all Policy terms, exclusions and conditions including **your** obligation to notify **us** immediately **you** become aware of any loss that may result in a claim under this policy.

SECTION 3: DIVING RISK FOR TRY DIVE CLIENTS

APPLICABLE ONLY IF TRY DIVE COVER EXTENSION IS NOTED IN THE SCHEDULE ATTACHED TO THIS POLICY

For the purposes of this clause the definition of **Diving Activity** is restricted to Recreational Try Dives (or similarly limited trial dives) up to a maximum depth equivalent to that allowed by your teaching organisation but in any case not exceeding 15m.

Furthermore **Try Dive Client** shall mean the client of the **Insured** dive centre undertaking a **Diving Activity** as defined above.

The **Insurers** hereby agree that if an **Accident** occurs during a **Diving Activity** within the **period of Insurance** then **we** the **Insurers** will pay to or on behalf of the **Try Dive Client** reasonable **Medical Expenses** incurred as a result after the total claim shall be substantiated, but in any case not exceeding the limit stated in the Schedule attached to this policy.

A. Emergency Medical Expenses & Repatriation

Your Try Dive Client will be covered for the following expenses as long as in **Our** opinion following consultation with **Our** Medical Officers, these expenses are medically necessary and the costs reasonable:

Medical Expenses your Try Dive Client will have to pay or which **We** may elect to pay on his behalf, within the country where **Your** Dive club is located. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, emergency dental treatment, emergency transport by ambulance (or other rescue service to take you to the hospital or clinic), nursing home and nursing costs;

PLEASE NOTE:

Health: this insurance contains certain exclusions and conditions about the state of health of all **Try Dive Clients** covered by this insurance. If **you** are in any doubt as to whether **you** or any other persons are eligible for full cover, please contact;

The **Administrator**, DAN Europe Insurance Brokers Ltd, Continental Europe Office - Medical Referrals Helpline, on +39085-8930333 during normal office hours) or by fax on +39085-8930050 or alternatively e-mail to medicalreferrals@deib.eu

Your enquiry will be handled confidentially and **you** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Helpline Reference.

B. Conditions applicable to Section 3 only

1. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Try Dive Client** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
2. Notice must be given to the **Insurers** as soon as reasonably practicable of any **Accident** which causes or may cause **Medical Expense** within the meaning of this clause, and the **Try Dive Client** must as early as possible place himself under the care of a duly qualified medical practitioner.



C. How to lodge a claim

3. It is a condition precedent to the *Insurers'* liability to pay compensation to the *Try Dive Client* or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the *Insurers* and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the *Try Dive Client*.
4. Any fraud, misstatement, or concealment by an *Insured* or the *Try Dive Client* in relation to any matter affecting this Section or in connection with the making of any claim hereunder shall render this Section null and void in so far as it relates to the *Try Dive Client* in question.
5. If at the time of an occurrence insured above the *Try Dive Client* is also entitled to receiving indemnity from another insurer *we* will only pay the amount not covered by them and any deductible applied by them.

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

1. contact the *Claims Handler* as soon as practicable but within 5 working days of such circumstances:

giving brief details of such circumstances and requesting a claim form

When contacting the *Claims Handler* please quote the DAN membership number or the Policy Number stated in the policy certificate or schedule of the Dive Club/Centre indicating that the injured party is *your Try Dive Client*

2. complete and return the claim form together with all receipts, reports and evidence requested on the claim form

All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the *Insurer*.

Please note that in certain circumstances more immediate action is required to ensure that *your* claim is not prejudiced i.e.:

Medical Expenses Claims - the *Insurer* via its **24/7 Emergency Operating Centre MUST BE NOTIFIED PRIOR TO** the *Try Dive Client* being admitted as an inpatient at any hospital, clinic or nursing home

FOR ASSISTANCE TELEPHONE THE 24/7 HOTLINE INDICATED ON YOUR DAN CARD

Misr Insurance Company
Registered in Egypt Company No. 12
44 A Dokki Street - Dokki - Giza, Egypt

