

**DIVE&TRAVEL**  
**DIVING AND TRAVEL INSURANCE**  
**Single-Trip/Annual Multi-Trip**  
**DESCRIPTION OF COVERAGE**  
EN/JRIDTROW3/August 2019

**PREFACE**

The Insurer will pay or reimburse You in accordance with the Schedule below, subject to the terms, conditions, and limitations of the Policy. The Policy contains reductions, limitations, exclusions and termination provisions. Full details of coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy, the Policy will govern in all cases.

**ELIGIBILITY**

1. Non-Diving Coverage: Any person between the age of 2 weeks to having obtained age 75.
2. Diving Coverage: Any person between the age of 8 years and having obtained age 75.
3. You must be outside of Your home country of residence for benefits to be in effect.
4. Maximum trip length for single-trip programs is 180 days.
5. Maximum trip length for multi-trip program is 42 consecutive days (per trip).
6. You should not take out this policy if You are planning to live in fixed location outside (Living abroad versus traveling) Your home country of residence.
7. This policy has pre-existing condition clauses please see policy terms and conditions.

**SCHEDULE OF BENEFITS - ALL SUMS IN USD**

COVERAGE/BENEFITS	Dive&Travel	Dive&Travel Plus
<b>Maximum Policy Benefits</b>	250,000	Unlimited
<b>Emergency Medical Evacuation - Worldwide</b> Accompaniment, Continuation, Repatriation for Medical Treatment	250,000	500,000
<b>Emergency and Accidental Medical Treatment</b>	250,000	Unlimited
<b>Additional Hospital Cash/Benefit</b>	500	1,000
<b>Baggage and Diving gear Loss</b>		
Diving Equipment	2,500	5,000
General Baggage Maximum Losses	1,500	2,500
Per item limit	500	1,000
Electronics (non-diving)	300	300
<b>Baggage/Diving Gear Delay</b> Incidentals during period of delay/Diving gear rentals	100/700	100/1500
<b>Personal Accident – Accidental Death and Dismemberment</b>	10,000	25,000
<b>Repatriation of remains</b>	10,000	25,000
<b>Emergency Evacuation for Non-Medical Reasons</b> Weather evacuation Natural Disasters Civil Unrest	1,000	1,500
<b>Cancellation and Curtailment due to the following:</b>	Cancellation: 7,500 Curtailment: 3,750	Cancellation: 10,000 Curtailment: 5,000
Accidental injury/Death of qualified persons	Covered	Covered
Medical inability to dive	Covered	Covered
Compulsory Quarantine, Jury, Court Services	Covered	Covered
Home Residence Declared uninhabitable by covered event	Covered	Covered

Weather, natural disaster	Covered 75%	Covered
Hurricane/Typhoon	Covered	Covered
Financial Default – Airline, Cruise Line, Tour operator	N/A	Covered
Strike due to cessation of travel services	N/A	Covered
Vehicle Accident en-route to point of departure	Covered	Covered
Call to Active Duty Military Service – Not previously scheduled	N/A	Covered
Terrorist Incident at your destination	Covered	Covered
Redundancy/Loss of Employment to you or your traveling companion	N/A	Covered
<b>Travel Delay (After the first 12 hours)</b>	500	1,000
<b>Missed Departure/connections</b>	500	1,000
<b>Liveaboard Coverage:</b>		
Missing Liveaboard boat departure		10,000
Lost diving days due to the following:	N/A	
Mechanical breakdown of Liveaboard boat		250/1,000
Failure of air supply		250/1,000
Injury to any passenger on liveaboard boat		250/1,000
<b>Lost Diving Days due to:</b>		
Medical Inability to Dive	100/500	250/1,000
Weather conditions	150/450	200/1,000
<b>Lost Money and Documents (cash, bank notes, tickets)</b>	500	1,000
<b>Loss of Passport</b>	250	250
<b>Legal Expenses</b>	5,000	10,000

**Deductibles:**

Accident and Acute illness: \$75

Baggage Loss/Claims: \$100

Cancellation/Curtailment: \$50

Cancellation of liveaboard trips: 20% co-insurance applies to the cost of the liveaboard only.

Please note: In case of a need for hospital emergency outpatient visit for Acute Illness without hospital admission - call NGS to get pre-approval/referral. In case of non-approval a deductible of \$250 will be applied.

**GENERAL TERMS OF COVER**

- When participating in diving You must be properly certified or accompanied by a diving professional for the type of diving and depths in which they participate. In the event of a claim, additional documentation may be required in support of certification, accompaniment (for non-certified) or training including copies of log books, training documents and licenses.
- You must exercise reasonable care at all times to prevent accident, injury loss or theft.
- Children/Dependent Coverage:
  - Children from age two weeks to age 8 are eligible for non-diving travel coverage
  - Children are eligible for diving coverage from age 08
- You should not take out this policy if Your intent is to live in fixed location outside (Living abroad versus traveling) their home country of residence.
- For Trip cancellation: Where a declared value is utilized by You, the total trip cost estimates should include flights, hotels, and pre-paid tours; all claims submitted will require validation of trip paid expenses including documentation from the providers on their cancellation policies. Reimbursement for cancellation and or curtailment will be based on the non-refundable portion of the itinerary and will NOT include any credits offered by the various providers.
- All claims must be submitted within 90 days from date of incident or they will be denied. Circumstances may exist in which this is not always possible. Any submissions after 90 days will be considered based on those circumstances.
- All claims arising under this insurance shall be governed by the Laws of the European Union whose courts alone shall have jurisdiction in any dispute arising here under.
- If You or any person acting on Your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise, then this Insurance shall become void and all claims here under shall be forfeited without refund

of premium.

9. The Insurer may at their own expense take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Insurance and any amounts, recovered or secured shall belong to the Insurer.
10. Unless specified this insurance does not cover anything caused directly or indirectly through bankruptcy / liquidation of any tour operator, travel agent, and transportation company or accommodation supplier unless specified within the policy.
11. You must notify DiveAssure within 30 days of a change of address or domicile. PLEASE NOTE A CHANGE OF ADDRESS MAY AFFECT YOUR ELIGIBILITY UNDER THIS POLICY.
12. Excess Insurance Provision: If/When selected, the insurance provided under both Medical and Evacuation shall be in excess of all other valid and collectable insurance or indemnity and shall apply only when such other benefits are exhausted. In the event no other insurance exist this coverage becomes primary with the insurer reserving the right to review and potentially subrogate with any undeclared coverage whether known or unknown to You.
13. Common Carrier compensation: Any amount paid to You by a common carrier for the delay, cancellation or rerouting of a trip for the loss of personal property will be deducted from the final claim payment.

#### POLICY TERMS AND CONDITIONS

**Benefits are applicable when You are outside Your country of permanent residence; coverage also is in effect when traveling from and to Your home country as part of an international trip.**

##### 1. Emergency Medical Evacuation:

This plan covers the reasonable and customary charges for emergency evacuation when medical treatment is not available locally and deemed necessary and pre-approved by NGS (the insurer), their medical advisors and the attending Physician—to a suitable location that will render immediate and appropriate care which may or may not be the home country of origin. If You do not obtain pre-approval from NGS, the insurer reserves the right to deny coverage or apply substantial co-payments for the associated costs to a maximum of 50% the evacuation cost.

- 1.1. **Accompaniment:** The insurance allows for the travel and accommodation expenses of one person (i.e., a relative or friend who is a resident of Your home country), whom upon medical advice is advised to join, accompany, remain with or escort You. Transportation costs will be by commercial carriers and in economy class. [Maximum Benefit \$300 per day / \$6,000 total].
- 1.2. **Continuation:** Upon pre-approval of NGS, coverage includes transportation by economy travel for You, if medically able, to the point of initial destination to continue with the trip.
- 1.3. **Compassionate Repatriation (You must have cancellation and curtailment coverage in the policy):** Reasonable additional travel expenses necessarily incurred in returning early to Your Home Country of Origin as a result of sudden serious illness, injury or death of Your close relative (Child, a son or daughter-in-law, a grandchild, a parent, a grandparent, a parent-in-law a brother or sister). This is also known as “curtailment. The insurer reserves the right to authorize this benefit upon review and satisfactory presentation of evidence to the Insurer's Claim Department, which shall be the absolute authority in all cases. Terms and conditions under cancellation and curtailment apply. (Maximum benefit \$2,500).
- 1.4. **Repatriation For Medical Treatment:** The insurer reserves the right to review and repatriate any case in which You are medically stable and upon advice of the Insurers and Attending Medical Doctors can be evacuated at the insurer's discretion to Your home country of residence and any form of treatment or surgery which in the same medical opinion can be delayed until You return to Your home country. Refusal to accept repatriation when medically stabilized can result in the insurer denying further medical coverage and benefits.

##### 2. Emergency and Accidental Medical Treatment:

The PRIMARY PURPOSE of this Travel plan is to protect You from acute, sudden and unforeseen Medical and Accidental Emergencies. It is not intended to care for general medical conditions or Pre-existing conditions and is subject to the limits specified in the Schedule of Benefits. All claims are subject to a \$75.00 Deductible.

- 2.1. This may include usual, customary and reasonable expenses incurred by You in case of acute/emergency illness and injury. Policy covers required treatment by authorized physicians, nurses and specialists, hospitalization (semi-private rooms) including treatment in a hyperbaric chamber, surgery, anesthesiologist, prescribed medicines, dressings and local transport to and from the place of treatment shall be compensated at 100% of the expenses. Treatment by physiotherapists and chiropractors prescribed by an authorized physician shall be compensated at 100% of the expenses, not to exceed \$2,500. Including emergency dental treatment for the immediate relief of pain \$500 maximum. The insurance shall not cover expenses for treatment of pre-existing, chronic or recurrent illnesses and disorders or unnecessary durable medical devices/equipment. See exclusions below.

- 2.2. Outpatient services are covered per the policy and may be utilized via Urgent Care Centers and only via licensed medical doctors. Use of Emergency room for outpatient services may be subject to co-pays as outlined in the Schedule of Benefits. For Insured Persons in North America please contact NGS for the location of networked preferred providers.
- 2.3. Coverage will continue until such time as when, in the opinion of the doctor in attendance and the Insurers' medical advisers, You are fit to travel provided that these all occur within 12 months of the date of the incident (outside Your Home Country).
- 2.4. The insurance allows for the reasonable travel and accommodation (room only) expenses of one person (i.e. a relative or friend who is a resident of Insured Person's home country), whom upon medical advice is advised to join, accompany, remain with Your Escort You if You are severely incapacitated. Transportation costs will be by commercial carriers and in economy class. [Maximum Benefit \$300 per day / \$6,000 total].
- 2.5. Acute/Emergency Illness is defined as a sudden and unexpected illness occurring after You have started Your trip abroad. In order for an illness to be covered it must be unexpected and non-preexisting and stable for the last 12 months prior to departure and if left untreated can cause a further deterioration in Your condition.
- 2.6. This policy is for Emergency Care and stabilization only. In the event of a longer term illness or diagnosis You will not be covered for treatment or ongoing care for that illness, see paragraph 2.6
- 2.7. Repatriation for Medical Treatment: The insurer reserves the right to review and repatriate any case in which You are medically stable and upon advice of the Insurers and Attending Medical Doctors can be evacuated at the insurer's discretion to Your home country of residence and any form of treatment or surgery which in the same medical opinion can be delayed until You return to Your home country. Refusal to accept repatriation when medically stabilized can result in the insurer denying further medical coverage and benefits.
- 2.8. Usual Reasonable and Customary: With respect to fees or charges, fees for medical services or supplies which are bound as follows:
  - 2.9. Usually charged by the provider for the service or supply given and is NOT higher than the average charged for the service or supply in the locality in which the service or supply is received.
  - 2.10. Where there are less than 3 facilities capable of providing similar services within a 80 kilometers distance it means: NOT higher than 2 times the average rate charged by other providers for the same services received by the client and validated by the insurers records.
  - 2.11. The insurer is the final authority in determining the levels set for Usual, Reasonable and Customary charges.
- 2.12. **Sport Coverage:**
  - 2.12.1. This policy covers Diving as defined below.
  - 2.12.2. Leisure sports activities while traveling are covered subject to the conditions, exclusions and limitations below and are limited to the cost of emergency treatment for accident or acute illness occurring during the period of insurance that are the result of a covered Sport/activity. Policy limit under this section are specified in the schedule. All other terms and conditions of Emergency Medical Treatment are applicable as described above.
- 2.13. **Included Activities**
  - 2.13.1. Diving.
  - 2.13.2. Mopeds, Scooters, ATV's any two or three wheeled motorized vehicle and or sport watercraft such as wave runners, jet skis or other powered device for recreational and or local transportation and rental use only.
  - 2.13.3. Regular Sports: Including but not limited to archery, athletics, badminton, ballooning (as an organized excursion), baseball, basketball, go-carting, canoeing, cricket, cross country running, cycling, fencing, golf, Jet skis, jogging, kayaking (Class I and II only), mountain-biking on the road, netball, rowing, sailing inside territorial waters, soccer, surfing, tennis, trekking up to 3,500 meters, volleyball, water polo, water skiing, windsurfing,
  - 2.13.4. Winter sports including downhill skiing and snowboarding - limited to marked public open ski trails (included ONLY if additional premium had been paid and this coverage is specified in your certificate).
- 2.14. **Excluded Activities:** *The following sports and activities are not covered as part of this policy.*
  - 2.14.1. Engaging in professional, semi-professional or competitive sporting events of any kind.
  - 2.14.2. Diving for Professional purposes or Diving for the purpose of personal gain or compensation except for:
    - 2.14.2.1. An attempt to save human life.
    - 2.14.2.2. Making a Dive (Diving), dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists and including;
    - 2.14.2.3. Volunteer researchers and Marine Biologist working to a maximum depth of 30M/100Ft.
  - 2.14.3. If not included specifically; Winter sports including downhill skiing and snowboarding
  - 2.14.4. Group, club, interscholastic, sports play (Contact DiveAssure for non-professional group sport quotes).
  - 2.14.5. Use of any type of firearms (any device that discharges a projectile of any type).
  - 2.14.6. Any activity relating to flying either as a Pilot in Command, student pilot, sport flying or the business or trade of flying except while traveling as a passenger in a fully-licensed passenger carrying aircraft.
- 2.15. **Extreme Sports:** Parachuting, paragliding, bobsleighing, gliding/soaring, hang-gliding, micro-light flying, any activity in which you are in control of an aircraft of any type whether in free flight or tethered, skeleton, luge.
- 2.16. **Hazardous Sports:** American Football; bungee jumping; base jumping; trekking above 3,500 meters; mountaineering or

rock-climbing with the use of ropes; rappelling; Diving to depths that you have not been trained in or certified for; flying within 24-hours of diving activity; White water canoeing; white water rafting; skating; off-trail skiing; off-road mountain biking; ice hockey; white water canoeing; participation in any type of motorsport; motorsport race or motorsport contest; any type of Holiday Biking Trips.

**For Emergency Assistance contact NGS**

**Tel: +44 020 3137 3673**

**Email: ops@northcottglobalsolutions.com**

Please do not use the Emergency Assistance Service for casual inquiries.

We understand the stresses associated with Emergency situations away from home.  
The Emergency Assistance Service is there to help you 24 hours a day, 365 days a year.  
Do not try to find your own solution, let our experts do the work for you.

Notify NGS on all medical emergencies & in all cases involving repatriation or curtailment situations.  
**IF THIS IS A DIVING RELATED EMERGENCY PLEASE NOTIFY THE OPERATOR SO WE CAN MAKE SURE THE PROPER RESOURCES  
ARE CONTACTED AS REQUIRED**

**3. Repatriation of Mortal Remains:**

The insurer will pay the following benefit in case of Your death:

- 3.1. A benefit for either repatriation of mortal remains or local burial is included in this policy. This benefit excludes fees for return of personal effects, religious or secular memorial services, clergymen, flowers, music, announcements, guest expenses and similar person burial preferences.
- 3.2. All Repatriation benefits must be coordinated and pre-approved by NGS.

**4. Emergency Assistance: NGS —24 hours a day, 7 days per week.**

- 4.1. For medical emergencies and assistance with your medical care, contact NGS at +44 020 3137 3673.
- 4.2. DiveAssure members will have the full benefits of 24 hours/7-day assistance from NGS.
- 4.3. These services include pre-authorization, hospital admission, and referrals.

**5. Baggage and Diving Gear Delay:**

The insurer will reimburse you in respect of the replacement of necessities in the event of baggage being temporarily lost in transit by a common carrier during the outward journey for longer than 12 hours, up to a maximum of \$100 per day as stipulated in the Schedule of Benefits. This benefit is inclusive of temporary rental of Dive Equipment for both land and live aboard Diving vacations.

- 5.1. Proof of a missing bag report must be filed with the common carrier.
- 5.2. Any items purchased after the return of the baggage will not be covered
- 5.3. Any claim must be accompanied by proper receipts with date and time affixed. In the case of Dive Equipment rental an original copy of the rental contract and proof of payment and a common carrier loss report. Extended rental periods beyond the delivery date are not reimbursable.
- 5.4. Benefit does not apply to the return or homeward journey.

**6. Baggage/diving gear Loss/Theft:**

The insurer will reimburse you for loss, damage or theft of/to your personal belongings including diving gear and equipment. Coverage is Sub ordinate to Common Carrier settlement with reimbursement to the maximum specified in the Schedule of Benefits. No claims will be adjudicated until AFTER YOU has filed and received settlement from the common carrier. The coverage is in respect of accidental loss or theft to luggage, clothing and personal effects owned by You (not hired, loaned or entrusted to You). Claims are subject to a \$100 deductible.

Claims are evaluated on an 'indemnity basis'. This means the market value of the article including deduction for age, wear, tear and depreciation, or the cost of repair, whichever is lesser. The following limits apply:

- A. Diving Equipment:  
Up to maximum of 50% of cost as new for any one item to a maximum loss as defined in the schedule of benefits. Coverage is supplementary to any other coverage held by You. These includes but is not limited to tanks, vest, regulators, dive computers/calculators and specialized photographic dive equipment.
- B. Non diving equipment:
  - a. \$500 in respect of any one article, pair or set of articles not defined under "Valuables".
  - b. \$300 overall in respect of valuables/electronics (see definition below)

**Valuables:** Are defined but not limited to photographic equipment, tablet PCs, computers, iPods, Smartphones, phones, MP3 players and personal music and stereo equipment devices of any kind, telescope and binoculars, antiques, fur, and articles made of or containing gold, silver or other precious metals or animal skins or hides. Valuation is at the sole discretion of the insurer and are considered final.

**Specific Conditions & Exclusions - Baggage:**

- 6.1. You must observe ordinary proper care in the supervision of Your property and in all cases of loss.
- 6.2. The Insurer shall not be liable for:
  - 6.2.1. Money, Credit Cards
  - 6.2.2. Damage to luggage of any kind and or its contents.
  - 6.2.3. Any loss or theft, or suspected theft not reported to the Police within 24 hours of discovery and a written report obtained;
  - 6.2.4. Any damage or loss or theft of property in transit, which has not been reported to the carrier and written report obtained. In the case of an airline a Property Irregularity Report will be required;
  - 6.2.5. Loss of theft of any property left unattended in a public place unless the loss occurred during a medical emergency;
  - 6.2.6. Any theft from an unattended motor vehicle.
  - 6.2.7. Loss, damage or theft of valuables and money packed in suitcases or other receptacles while traveling.
- 6.3. Property not covered by this Insurance:
  - 6.3.1. Unset precious stones,
  - 6.3.2. Contact/Corneal lenses,
  - 6.3.3. Eye Glasses of any Type;
  - 6.3.4. Stamps, documents, deeds, manuscripts or securities of any kind;
  - 6.3.5. Items of a perishable nature;
  - 6.3.6. Business goods, samples, tools of trade or motor accessories;
  - 6.3.7. Household goods and home contents.
  - 6.3.8. Loss or damage caused by decay, wear and tear, moth, vermin, or atmospheric conditions’
  - 6.3.9. Deterioration or mechanical derangement of any kind;
  - 6.3.10. Loss due to confiscation or detention by Customs or other authority;
  - 6.3.11. Damage to sports equipment whilst in use or loss of jewelry whilst swimming;
  - 6.3.12. Breakage of or damage to fragile articles and any consequence thereof.
- 6.4. In the event of a claim in respect of a pair or set of articles the Insurers shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.
- 6.5. Claims will not be considered unless proof of ownership and evidence of value is provided.
- 6.6. Any amount paid by a common carrier in settlement toward the loss will be deducted

**7. Personal Accident / Accidental Death and Dismemberment:**

In case of an accident as defined below that will result in death or disability as defined by this plan, the insurer will pay You or Your Estate as follows:

- 7.1. Dependent upon the benefit levels selected under Medical Expense. The policy will pay according to the following scale provided it is a result of You sustaining bodily injury caused by accidental, external, violent and visible means which shall solely and independently of any other cause occur within 12 calendar months from the date of the accident. This benefit is paid only when the Death or Disability is directly related to an incident which occurred while traveling on a common carrier which is defined as any mode of scheduled public transport. Note: For children under 16 years of age the death benefit is limited to \$1,000.
- 7.2. Age grouping 65 to 72 is excluded from disability coverage under this policy. Coverage for Accidental Death during transportation is confined to public conveyance.

**7.3. Loss Description**

Loss Description	Percentage of Principal Sum
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (both), Loss of Feet (both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%

Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (any one of each)	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

**7.4. Specific Exclusions & Conditions:**

- 7.4.1. Conditions arising from motorcycling as either a driver or passenger shall not be payable here under.
- 7.4.2. In the event of a claim a medical adviser or advisers appointed by the Insurers shall be allowed as often as the Insurer shall deem it necessary to examine You.
- 7.4.3. The insurer shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury).
- 7.4.4. Payment of permanent disability benefit shall be made only on certification by a medical board that You are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time is beyond the ability to make future improvement in order to return to work.

**7.5. Beneficiary and Death notification.**

- 7.5.1. If You die due to a covered event, Your surviving beneficiary must provide the following:
  - 7.5.1.1. Verification of eligibility and legal status of the beneficiary.
  - 7.5.1.2. Copy of the death certificate
  - 7.5.1.3. Proof of travel

**8. Emergency evacuation for non-medical reasons, including war, civil unrest, natural disasters, or other causes:**

The insurer will pay or reimburse You for payment or cost of non-medical emergency evacuation as defined below:

- 8.1. Payment to offset the cost of obtaining or paying for evacuation during a period of civil unrest, insurrection, natural disasters that could not have been foreseen prior departure from home country of origin that has is posted to or declared by the United States Department of State or validated by the NOAA (National Oceanic Atmospheric Association) in the cases of weather or natural disaster. In all cases, the insurer reserves the right to assess the validity of the claim and its decisions are final.
- 8.2. Coverage is NOT valid in any country that was on the verge, already in or under duress for a period of 60 days prior to departure from point of origin or country of residence. See general exclusions for definition associated with travel to global hotspots.
- 8.3. Specific exclusions: Afghanistan, Iran, Iraq, Mali, North Korea, Pakistan, Somalia, Syria, Yemen and countries of the Sudan

**9. Cancellation and Curtailment:**

The Insurer will pay a benefit, up to the Maximum Limit shown on the Schedule, if You cancel Your Trip or are unable to continue on Your Trip due to the following Unforeseen events. Claims are limited to the maximum stated in the Schedule of Benefits for loss of travel and accommodation for any unused expenses paid or contracted to be paid as a result of the journey/holiday being necessarily and unavoidably cancelled or curtailed due to any cause listed below commencing and occurring during the period of Insurance provided such expenses are not recoverable from any other source. All claims are subject to a \$50.00 deductible.

**Cancellation and Curtailment - General Provisions**

- 9.1 Sickness, serious injury or death of:
  - 9.1.1 You or a person with whom You are travelling or had arranged to travel;
    - 9.1.1.1 Your spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiancé or close business colleagues (key person and key person duties only), such person being resident in Your Home Country, or of the person with whom YOU are travelling or had arranged to travel;
    - 9.1.1.2 Any person with whom You had arranged temporarily to reside during the Period of Insurance and who may continue without that person as defined herein would pay trip cost for accommodation class change from double occupancy to single.
    - 9.1.1.3 Applicability:
      - 9.1.1.3.1 Injury or Sickness of You, Traveling Companion or Family Member traveling with You must be so disabling as to reasonably cause a Trip to be cancelled or interrupted, or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip.
      - 9.1.1.3.2 If You must cancel or interrupt Your Trip due to Injury or Sickness of a Family Member not traveling with You, it must be because their condition is life-threatening, as certified by a Physician or because they

directly require Your care.

- 9.1.1.3.3 Injury or Sickness of Your Business Partner must be so disabling as to reasonably cause You to cancel or interrupt the Trip to assume daily management of the business (Key Person). Such disability must be certified by a Physician.
- 9.2 Compulsory quarantine, jury service, attendance solely as witness at a Court of Law of You or person with whom You had arranged to travel.
- 9.3 You or Your Traveling Companion's principal place of residence or destination being rendered uninhabitable by fire, flood, burglary or other natural disaster within 10 days of departure;
- 9.4 Warnings issued by the United States Department of State and or the United Kingdom Foreign office within 30 days of the Insured's schedule of arrival.
  - 9.4.1.1 Policy must have been purchased at least 14 days prior to travel warning being issued.
  - 9.4.1.2 Warnings must be specific in nature to the geographic proximity of the booked journey. The insurer has the final authority to review the circumstances and render a decision on coverage which will be deemed as final.
- 9.5 Weather:
  - 9.5.1 Coverage from a named Hurricane, Cyclone or Tropical Storm as declared by a National Weather Service causing cancellation of travel. The Insurer will only pay benefits for losses occurring within 30 calendar days after the named storm makes the Insured's destination inaccessible or uninhabitable (including damage to Live Aboard Vessels). Benefits are not payable if a hurricane, Cyclone or Tropical Storm is named within the first 14 days of the Policy Purchase Date. Coverage is limited to losses not covered by the tour operator to the limits in the schedule of benefits.
  - 9.5.2 Weather conditions which cause complete cessation of services of Your Common Carrier, service and/or accommodation provider for at least 24 consecutive hours. Coverage limited to 90% of non-reimbursable covered trip cost up to \$10,000 max (Elite Passport up to full coverage). Insured persons must make all reasonable attempts to complete their journey. Failure to do so may result in reduced compensation up to 50% of the trip cost.
- 9.6 Financial Default of an airline, cruise line (Liveaboard rider only), or tour operator provided the Financial Default occurs more than 14 days following an Insured Persons effective date. There is no coverage for the Financial Default of any person, organization, agency, or firm from whom You purchased travel arrangements supplied by others. This coverage applies only if insurance was purchased within 15 calendar days of Initial Trip Payment;
- 9.7 Strike resulting in complete cessation of travel services at the point of departure or Destination;
- 9.8 Involved in a vehicle accident en-route to the point of departure as supported by documentary evidence including insurance and police reports.
- 9.9 You are called to active military service or military leave is revoked or reassigned and not previously scheduled;
- 9.10 You or Your Traveling Companion are involuntarily terminated or laid off through no fault of Your/his/her own, provided that You, he or she have been an active employee for the same employer for at least two years. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, independent contractor or self-employed persons and;
- 9.11 You or Your travelling companion are required to work in advance and through the period of the trip for a circumstance not previously known at the time of purchasing the insurance and or
- 9.12 You or Your travelling companion are required to work due to bankruptcy, liquidation, merger, acquisition, government action or product recall that arose after the period of insurance and in which You or Your travelling companion is a key person involved in these circumstances or
- 9.13 You or Your Travelling companion's company suffers a natural disaster making it unsuitable for business and without Your/his/her present as a Key person in the recovery of the business.

All provisions under paragraphs (9.6 to 9.13 require certification by company officer/director and must have occurred a minimum of 14 days after the purchase of the insurance. Verification must be submitted to the insurer under notary signature. The insurer reserves the right to accept or deny coverage and its decisions will be deemed to be final.

**Conditions and Exclusions (applies to all levels purchased):**

The Insurer shall not be liable for claims where at the time of taking out this insurance and/or prior to booking each separate trip:

1. You were aware of any medical condition or set of circumstances, which could reasonably be expected to give rise to a claim;
  - 1.1. Any person, including those who are not travelling, whose condition may give rise to a claim;
    - 1.1.1. Has during the 12 months prior to taking out the insurances suffered from any medical condition which has necessitated consultation or treatment unless declared to and accepted by the Insurer;
    - 1.1.2. Is suffering or has suffered from many previously diagnosed psychiatric disorder, anxiety or depression;
  - 1.2. Is receiving, is on a waiting list for or has the knowledge of the need for inpatient treatment at a hospital or nursing home;
    - 1.2.1. Is expected to give birth before or within ten weeks of the date of arrival home;
    - 1.2.2. Is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment abroad;
    - 1.2.3. Has been given a terminal prognosis.
2. The Insurer shall not be liable for claims directly or indirectly arising from:



- 2.1. Suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquors or drugs;
- 2.2. Motorcycling, as either driver or passenger, unless the driver holds a current license permitting him/her to ride the motorcycle;
- 2.3. Any circumstance manifesting itself after the date of booking but prior to the date of issue of this certificate;
- 2.4. Disinclination to travel;

In the event of a failure by You to notify the Travel Agent, Tour Operator or provider of transport/accommodation immediately it is found necessary to cancel the journey/holiday. The Insurers' liability shall be restricted to the cancellation charges that would have applied at that time.

#### 10. Lost Diving Days:

In all cases any claim for lost diving whether it be for mechanical, weather, medical or any other condition that restricts You from participating in the activity of diving is strictly limited to the following conditions and must be fully documented to support the reason(s) for curtailment of the activity.

##### 10.1. Dive&Travel:

10.1.1. Medical inability to dive as certified by medical evidence and has been diagnosed after departure from origin or during the period of a covered trip in the case of an annual policy. \$100/diving day; \$500 in all.

10.1.2. Diving days lost as a result of weather conditions as supported by marine and weather forecast (required) not enabling diving/sailing per captain's discretion (Excluding limited visibility conditions). Coverage: 50% of Dive Boat trip cost divided by number of diving days with a maximum of \$150/diving day and total of \$450.

##### 10.2. Dive&Travel Plus:

10.2.1. Due to medical inability to dive - up to \$250/diving day max. \$1,000.

10.2.2. Diving days lost as a result of weather conditions as supported by marine and weather forecast (required) not enabling diving/sailing per captain's discretion (Excluding limited visibility conditions). Coverage: 50% of Dive Boat trip cost divided by number of diving days with a maximum of \$200/diving day and total of \$1,000

10.3. **Exclusions:** Any If within the previous 8 hours the use of alcohol and/or any type of illicit, non-prescribed drugs will invalidate any and all claims under this section.

#### 11. Additional Hospital Benefit:

A cash benefit per the schedule of benefits per day for each completed 24 hours as an in-patient is payable after the first 24 hours. This benefit is used to defray incidental expenses such as taxi fares, phone calls or other miscellaneous expense while hospitalized.

#### 12. Money and Documents (tickets, cash, banknotes):

The insurer will reimburse You in respect of accidental loss or theft of cash, banknotes (carried on You), postal or money orders, travel tickets, etc. Proper documentation and police reports required on day of event or discovery of loss.

Exclusions:

- 12.1. Loss or theft not reported to the Police within 24 hours of discovery and a written report obtained;
- 12.2. Depreciation in value or shortages due to error or omission;
- 12.3. Loss or theft of unattended money except when left in hotel security, safety deposit or safe;
- 12.4. Money packed in suitcases or other like receptacles whilst traveling;
- 12.5. Money held in trust;
- 12.6. Loss or theft of traveler's checks.

#### 13. Loss of Passport:

The insurer will pay You up to \$250 in respect of reasonable additional travel and accommodation expenses necessarily incurred abroad in obtaining the replacement of his/her lost or stolen passport.

#### 14. Travel Delay:

If Your departure or the coach, aircraft or sea vessel in which You have arranged to travel on the first outward or first return leg of the journey (including connections) is delayed for at least 12 hours from the time specified in the travel itinerary due to strike, industrial action, bankruptcy, or mechanical breakdown of the coach, aircraft or sea vessel, compensation shall be provided for all necessary and reasonable expenses for accommodation, food and local transportation minus any compensation paid by the common carrier.

##### Conditions & Exclusions:

The Insurer shall not be liable for claims:

14.1. An amount of \$100 for the first complete 12 hour period of delay in departure commencing from the original booked departure time as specified in the travel itinerary and \$100 after each subsequent 24 hour period of delay up to a maximum of \$1,000 each Insured Person.

14.1.1. Arising from strike or industrial action existing or publicly declared at the time of effecting this Insurance;

14.1.2. Arising from technical reasons such as aircraft commitment;

14.1.3. Where You have not checked in according to the itinerary supplied and has failed to obtain written confirmation from the carrier (or their handling agents) of the period of or reason for the delay;

14.1.4. Arising directly or indirectly from withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

#### 15. Missed Departure:

The insurer will reimburse You up to limit specified in the Schedule of Benefits in respect of reasonable additional accommodation (room only) and travel expenses necessarily incurred to reach the overseas destination as a consequence of; strike, riot, mechanical breakdown, missed connection or inclement weather, causing interruption of scheduled public transport services (on the outward journey only); or accidental or mechanical failure involving the car in which You are traveling (provided it has been properly serviced) causing You to arrive late at the international point of departure from the point of origin to commence the booked journey.

#### 16. Legal Expenses:

The insurer will reimburse You up to the sum specified in the Schedule of Benefits for legal costs and expenses incurred by You in pursuit of compensation and/or damages against a third party arising from or out of the death or personal injury occurring during the Period of Insurance.

##### Exclusions:

#### 16.1 The Insurer shall not be liable for:

16.1.1. Costs incurred in pursuance of any claim against a Travel Agent, Tour Operator, Carrier, Accommodation provider, the Insurer or Insurers Agent or any other person insured under the same certificate.

16.1.2. Legal expenses incurred prior to the granting of support by the Insurer.

16.1.3. Any claims reported more than 90 days after the commencement of the incident, giving rise to such claim.

16.1.4. Any claim where the law, practices, and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be unreasonably greater than the anticipated value of the compensation award.

16.1.5. Costs incurred in pursuance of a claim against any person with whom You had arranged to travel.

16.1.6. Any claim wherein the Insurer's opinion there is insufficient prospect of success in obtaining a reasonable benefit.

16.1.7. The Insurer shall not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.

16.1.8. This insurance will not extend to covering You in the pursuit of any appeal except at the insurers sole discretion.

16.1.9. Where there is a possibility of a claim being brought in more than one country the Insurers shall not be liable for the cost if an action is brought in more than one country.

#### 16.2. Conditions:

16.2.1. The Insurers shall have complete control over the legal proceedings and the appointment and control of a lawyer.

16.2.2. YOU must follow the legal representative's advice and provide any and all information and assistance as required. Failure to do so will entitle the Insurer to withdraw cover.

16.2.3. You must have access to any and all of the legal representatives' file of papers.

16.2.4. Failure by You to comply with all or any of these conditions will entitle the Insurer to render the legal expenses aspect of this certificate void and thereby withdraw cover.

#### 17. ATMSafe

An exclusive Global Benefits Group program that provides You with protection against theft when using an ATM/Bank Machine anywhere in the world. In the event of loss, You will be reimbursed up to the daily limit of the machine used [\$500 maximum] and as supported via proper police documentation on the date of the crime.

#### 18. Liveboard coverage (Dive&Travel Plus plan only):

If you are covered by the 'Dive&Travel Plus plan, the insurer will pay You also for the following:

18.1. Missed connection resulting in missing the liveboard or in additional cost to join it.

Coverage: up to 90% of trip cost or the maximum specified by the declared trip value.

18.2. Missed Liveaboard departure due to airline delays and subject to terms and conditions outlined in the policy for validity of claim.

18.3. Lost diving days due to the following reasons:

18.3.1. Diving accident to other passenger on boat causing the boat to abort planned diving.

18.3.2. Expenses not reimbursed by the tour operator for Mechanical breakdown to liveaboard boat causing evacuation of passengers and/or aborting trip.

18.3.3. Expenses not reimbursed by the tour operator for default /mechanical breakdown to air supply on board liveaboard boat during your dive trip.

18.3.4. Mechanical Failure of the "Liveaboard Vessel": Whereas coverage is conditional upon the total and complete failure of the scheduled vessel resulting in cancellation prior to departure from the point of origin or curtailment of the trip once underway. You would be eligible for the economy non-refundable airfare to reach the destination and return home in the event the failure occurred after initial departure. Any fees or expenses associated with Your attempting to re-schedule with another vessel are not eligible for any further compensation.

18.3.5. Financial Default of the liveaboard operating company, or tour operator provided the Financial Default occurs more than 14 days following Your effective date for the Trip Cancellation or Trip Interruption Benefits. There is no coverage for the Financial Default of any person, organization, agency, or firm from whom You purchased travel arrangements supplied by others. This coverage applies only if insurance was purchased within 15 calendar days of Initial Trip Payment.

18.3.6. **Validity:**

Liveaboard coverage is valid only if You have entered a contract with a liveaboard accommodation that is greater than 24 hours in duration and is not considered a day trip. Day trip is defined as any period less than 24 hours regardless of accommodation.

## DEFINITIONS and DEFINED EXCLUSIONS

Please note certain words used in this document have specific meanings.

1. **"You/Your"** means the insured person.
2. **"Accident"** means a sudden, unexpected and unintended event. Where You are sustaining bodily injury caused by accidental, external, violent and visible means which shall solely and independently of any other cause
3. **"Acute / Medical Conditions"** defined as a sudden and unexpected illness occurring after you have started your trip abroad. In order for an illness to be covered it must be unexpected and non-preexisting and stable for the last 12 months prior to departure and if left untreated could cause a deterioration in an Insured Persons condition.
4. **"Automobile"** means a self-propelled, private passenger motor vehicle with four or more wheels that is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.
5. **"Business Partner"** means a person who You are in business with and is a valuable member of Your company who, should they pass away or suffer from a critical illness, will result in financial losses for the company.
6. **"Covered Accident"** means an Accident that occurs to You while coverage is in force and results in a loss or Injury covered by the Policy for which benefits are payable.
7. **"Covered Expenses"** means expenses actually incurred by or on behalf of You for treatment, services and supplies covered by the Policy. Coverage under the Policy must remain continuously in force from the date of the Accident or Sickness until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.
8. **"Covered Loss" or "Covered Losses"** means an accidental death, dismemberment or other Injury covered under the Policy.
9. **"Covered Trip"** means a period of round-trip travel away from Your Home Country; the trip has defined departure and return dates specified when You enroll.
10. **"Deductible"** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured Person on a per Policy Term basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.
11. **"Dive, SCUBA diving or Diving"** - means making a RECREATIONAL dive using personal SCUBA (Self Contained Underwater Breathing Apparatus) gear, Snorkeling, Hookah diving and Breath-hold free-diving (APNOEA). Spear fishing is covered, provided it is done without the use of SCUBA Equipment.

Recreational Diving includes also dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists.

Diving MUST be done in strict observance of the guidelines and recommendations set by one of Your Certifying Agency.

A Dive begins upon entering the water and ends upon getting out of the water. A Dive must begin while Your coverage is in force and must occur in an area in which Diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment.

You must be (a) the holder of a valid diver certificate, issued to you by one of the diving certifying agencies listed below ("Your certifying agency") and qualified as a diver for the dive you perform or (b) in the process of obtaining Your qualification as a

diver under the supervision of and diving with a qualified diving instructor affiliated with an Internationally recognized certifying agency.

**You must perform all dives (a) according to the level of Your certification and (b) in strict adherence to the standards and procedures set up by Your certifying agency (provided it is listed [here](#)) for the type and depth of the dive you make. You must never plan to exceed the maximum depth and/or bottom time set by Your certifying agency for this type of dive. [Click here](#) to view our list approved and recognized certifying agencies.**

**Exclusions:**

The following will not be covered by the Insurers:

- 11.1. Using a spear gun or similar device in conjunction with SCUBA.
  - 11.2. Commercial Diving.
  - 11.3. Diving as a professional diver except; scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists.
  - 11.4. Making a recreational technical dive (mixed gasses, gas switch, re-breather, wreck, cave and ice diving to a depth of more than 50 meters without proper certification and training and/or not following strictly the guidelines set for that particular dive.
  - 11.5. Competitions of any kind, unless pre-approved by the insurer.
  - 11.6. Record breaking or training for such.
12. **“Dependent”** means Your lawful spouse or Domestic Partner; or Your unmarried child, from the moment of birth (14 days for this policy) to age 21, who is chiefly dependent on You for support. A child, for eligibility purposes, includes Your natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with You or depends chiefly on You for financial support. A Dependent may also include any person related to You by blood or marriage and for whom You are allowed a deduction under the Internal Revenue Code. Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: The child 1.is handicapped, 2. is not capable of self-support and 3. depends chiefly on You for support and maintenance. You must send the insurer satisfactory proof that the child meets these conditions, when requested.
  13. **“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to You that is appropriate for the conditions and locality. It will not include You or a member of Your Immediate Family or household.
  14. **“Event”**: Any one incident in which You require care for acute, sudden and unforeseen Medical and Accidental Emergencies and the direct consequence of the event. Maximum coverage is limited to amounts specified in the Schedule of Benefits. Multiple events independent of each other are covered to the event maximum with no limits on the number of events.
  15. **“Family Member”** means the spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiancé, such person being resident in the Home Country (as declared on the application), of You, or of the person with whom You are traveling or had arranged to travel.
  16. **“Home Country”** means a country of which You hold a passport. If You hold passports from more than one country, Your Home Country will be that country which You have declared in writing as Your Home Country.
  17. **“Hospital”** means an institution that: 1. operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2. provides 24-hour nursing service by Registered Nurses on duty or call; 3. has a staff of one or more licensed Doctors available at all times; 4. provides organized facilities for diagnosis, treatment, hyperbaric chambers (dive accident only) and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5. Is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6. is not a place solely for drug addicts, alcoholics, or the aged or any separate ward of the Hospital.
  18. **“Hospital Stay/Confined”** means an overnight stay as a registered resident bed-patient in a Hospital.
  19. **“Injury”** means accidental bodily harm sustained by You that results directly and independently from all other causes from a Covered Accident. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury/event.
  20. **“Insured Person”** means any Insured and Dependent for whom the required premium is paid and a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person. A Dependent covered under the Policy is not an Insured, but rather a Dependent.
  21. **“Liveaboard”** Any vessel in which You purchase accommodation for the purpose of diving for a period in excess of 24 hours. Daytrips are not covered under the liveaboard rider.
  22. **“Lost Diving Day”** means a day in which a planned event of diving is curtailed due to medical, weather conditions related to rough seas but not limited visibility, or other covered reasons.
  23. **“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.
  24. **“Medically Necessary”** means a treatment, service or supply that is: 1. required to treat an Injury or Sickness; prescribed or ordered by a Doctor or furnished by a Hospital; 2. performed in the least costly setting required by Your condition (usual, reasonable and customary); and 3. consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

25. **"Missing Bag Report"** means a formal report of loss as filed with the common carrier commonly known as a PIR (Passenger Irregularity Report) or PAWOB (Passenger arriving without baggage). This must include the 6 digit "CLAIM NUMBER" or the "World Tracer Record Number" as provided by the carrier.
26. **"Missing Person"** means a person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).
27. **"Natural Disaster"** means storm (wind, rain, snow, sleet, hail, lightning, dust or sand) earthquake, flood, volcanic eruption, wildfire or other similar event that: 1. is due to natural causes; and 2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which Your Trip occurs and the area is deemed to be uninhabitable or dangerous.
28. **"Nearest Place of Safety"** means a location determined by the Designated Security Consultant where: 1. You can be resumed safe from the Occurrence that precipitated Your Political Evacuation; and You have access to Transportation; and 2. You have the availability of temporary lodging, if needed.
29. **"Necessities"** means personal hygiene items and clothing.
30. **"Occurrence"** means any of the following situations involving You: 1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; 2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of Your Home Country or Country of Residence or citizens of the Host Country should leave the Host Country; 3. deliberate physical harm of You confirmed by documentation or physical evidence or a threat against Your health and safety as confirmed by documentation and/or physical evidence; 4. Natural Disaster in the area you are traveling to and occurring after your effective date; 5. You had been deemed kidnapped or a Missing Person by local or international authorities and, when found, Your safety and/or well-being are in question within seven days of Your being found.
31. **"Participant"** means the organization that signed a Participation Agreement to participate in the Christiana Bank & Trust Company that has been accepted by the Trustee.
32. **"Policy Period"** means the dates as shown on your certificate for which premium has been paid;
33. **"Political Evacuation"** means Your extrication from the Host Country due to an Occurrence which could result in grave physical harm or death to You and is certified by a governing authority via declaration or warning.
34. **"Pre Departure Period of Insurance"** means the time period from the day after purchase until the scheduled departure date.
35. **"Pre-Existing Condition"** means a Pre-existing, Chronic, or Recurrent Medical Conditions that were being treated immediately prior to or whose onset was diagnosed or predicted or could have been avoided prior to travel and any claim arising in the course of travel undertaken against medical advice or where medical advice has been disregarded. See exclusion 1 for details.
36. **"Related Costs"** means food, lodging and, if necessary, physical protection for You during the Transport to the Nearest Place of Safety.
37. **"Sickness"** means an illness, disease or condition that causes a loss for which You incur medical expenses while covered under the Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.
38. **"Strike or industrial action"** means any form of industrial action taken by employees, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of
39. **"Traveling Companion"** means a person or persons with whom you have coordinated travel arrangements, shares the same accommodations as You and intend to travel with during the Trip.
40. **"Trip"** means travel by air, land, or sea from Your Home Country.
41. **"Unexpected Recurrence of a Pre-Existing Condition"** means a sudden and unexpected recurrence of a Pre-existing Condition while outside Your Home Country and does not include coverage for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the Effective Date of coverage.
42. **"Usual and Customary Charge"** means the average amount charged by other providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.
43. **"Valuables/Electronics"** means cellular phones, satellite phones, photographic equipment, tablet PC's, computers (excluding diving computers), iPods CD players and personal music and stereo equipment, CD's, computer games and associated equipment, hearing aids, telescopes and binoculars, antiques, jewelry, watches, furs, and articles made of or containing gold, silver or other precious metals or animal skins or hides. Any item of value to be evaluated on a case by case basis.
44. **Visibility:** Means the vertical and horizontal sight distance. This policy expressly excludes coverage for lost diving days due to limited visibility regardless of the weather conditions causing the poor "visibility".
45. **"We", "Insurer", "Our", "Us"** means James River Insurance..

#### GENERAL EXCLUSIONS

Unless specified in the Schedule of Benefits, in any written endorsement, or agreed by insurer in writing, no claim can be made for compensation or payment for damage or expenses caused by or as a result of the following:

1. Pre-Existing Conditions. Medical Expenses for a Pre-existing, Chronic, or Recurrent Medical Conditions that were being treated immediately prior to or whose onset was diagnosed or predicted or could have been avoided prior to travel and any claim arising in the course of travel undertaken against medical advice or where medical advice has been disregarded and inclusive of:

- i. Any illness, resulting in hospitalization within the previous 12-months prior to Your beginning travel or
  - ii. Where You have been under a doctor's care for a condition that may result in Your deterioration or a diagnosis being changed as a result of testing for a known situation or
  - iii. Any changes in prescription drugs, therapies or diet that are a result of a previously known condition that can effect degrade or alter Your health or
  - iv. A person with a terminal condition who either with or without medical approval chooses to travel and becomes ill as a direct consequence of that illness or the onset of a complication due to that illness.
  - v. Pre-existing occurrences that are conducive to heart disease or cardiac conditions
2. In respect of Accidental Damage to Natural Teeth, no benefit is payable for injury caused by eating or drinking (even if it contains a foreign body), normal wear and tear, tooth brushing or any other oral hygiene procedure or any means other than extra-oral impact, any form of restorative or remedial work, the use of precious metals, orthodontic treatment of any kind or dental treatment performed in a hospital unless dental surgery is the only treatment available to alleviate pain.
  3. Suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquors or drugs;
  4. Treatment of hernia, Osgood-Schlatter disease, osteochondritis, osteomyelitis, pathological fractures, congenital weakness whether or not caused by a Covered Accident.
  5. Evacuation costs where You are not being admitted to a Hospital for Treatment or where costs have not been approved by Company prior to travel commencing;
  6. Any costs arising after expiry of the current Period of Insurance; unless this Policy has been renewed for a subsequent 12 months or You were being treated during the period of insurance as a result of an accident.
  7. Any form of treatment or surgery which in the opinion of the Doctors(s) in attendance and NGS can be delayed until your return to your home country.
  8. Any treatment for HIV / AIDS related conditions or illnesses whether pre-existing or diagnosed during or immediately after a covered period under this insurance.
  9. Any expenses incurred after you have returned to your home country unless specified by rider and or home country return coverage has been purchased.
  10. Medical Expenses in excess of a limit stated in the Benefits Schedule.
  11. The amount of the Policy Excess, Deductible or Co-Payment, as stated on the Certificate of Insurance;
  12. Any cost resulting in an illness, Injury or death from the misuse of drugs or being under the influence or effect of alcohol (other than a legally prescribed medication by a licensed medical professional).
  13. Needless self-exposure to peril except in an attempt to save human life.
  14. Intentional or fraudulent acts on Your part or their consequences;
  15. Trips specifically made for the purpose of obtaining medical treatment.
  16. Cosmetic surgery or remedial surgery, removal of fat or other surplus body tissue and any consequences of such Treatment, weight loss or weight problems/eating disorders, whether or not for psychological purposes, unless required as a direct result of an accident which occurs during the Period of Insurance;
  17. Treatment for alcoholism, narcotics, drug and substance abuse/dependency or any addictive condition of any kind and any injury or illness arising from You being under the influence of alcohol, drugs or any other intoxicating substance;
  18. Pregnancy, childbirth whether normal or complicated, including the transfer of a pregnant woman to hospital to give routine childbirth or air travel when You are more than 20 weeks pregnant and was NOT a result of an accident or onset of complications relating from an accident.
  19. Treatment for mental or nervous disorders, including transitional life events, homesickness, fatigue, jet-lag or work related stress; the costs of psychotherapists, psychologists, family therapists or bereavement counselors.
  20. Use of any type of firearm(s) (Defined as any device that discharges a projectile of any type).
  21. Any expenses relating to *search and rescue* operations to find You in mountains, at sea, in the desert, in the jungle and similar remote locations including air/sea rescue charges for evacuation to shore from a vessel or from the sea;
  22. Charges or fees incurred for the completion of Medical Claim Forms;
    - a. Expeditions, and mountaineering and or trekking above 3,500M or 11,500 feet is considered extreme sport and not covered, included and not limited to expeditions to Mt Everest, K2, Kilimanjaro, Antarctica, the Arctic, North Pole and Greenland.
  23. For all claims within Cuba: the insured must pay the service provider at time of service and apply for reimbursement upon return to the US/Country of Residence. Important information for AMERICANS traveling to CUBA. Americans must have US government approval and proper documentation when traveling to Cuba or the claim will be denied.
  24. Travel Limitations: Countries that are restricted are limited to North Korea, Iran, Syria and any other locations that are known to be under duress/alert or pose a higher risk prior to departing for a trip. Should a client or broker be in doubt they should contact DiveAssure for clarification or risk evaluation.

25. In case of a diving accidents in Cyprus requiring hyperbaric treatment, the Insurer will not recognize nor will pay for any services given or associated with HTTC Hyperbaric Therapy Treatment Centre, or any company related to or in all or in part owned or managed by HTTC. Hyperbaric expenses in Cyprus will only be approved and covered when treatment is provided at the Ammochostos General Hospital Hyperbaric Oxygen Therapy Unit, Paralimni, Cyprus. Furthermore, prior to proceeding to receive any medical treatment in Cyprus, please contact NGS to coordinate your hyperbaric treatment.
26. Motorcycle vacations or holidays of any kind.
27. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
28. War Insurrection and Terrorism:  
The Insurer shall not be liable for:
  - a. Nuclear, and Weapons of mass destruction: means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
  - b. Chemical Weapons: mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
  - c. Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
29. **Terrorism:**  
Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

## CLAIMS PROCEDURES

**We wishes you the best of health and safety during your travels and wants you to be secure in a medical situation while traveling abroad.**

In the event of a claim please go to [www.diveassure.com](http://www.diveassure.com) and download the TRAVEL CLAIM FORM.

Required Documentation for all claims:

- All claims must be submitted with proof of travel including flight records
- Medical Records: Doctors Notes Reports, Bills, Receipts including names and addresses.
- Proof of loss and detailed description of loss
- Police Reports (if applicable)
- Baggage Loss/Theft (if applicable)– Airline records MUST INCLUDE confirmation of claim including phone numbers and any applicable reports from the carrier.
- Any additional documentation requested by the Insurer to support your claim.

## ADDITIONAL INSURANCE BENEFITS

### **Disappearance**

If an Insured Person is not found within one (1) year of the disappearance, stranding, sinking or wrecking of any conveyance in which the Insured Person was an occupant at the time of the accident, then it will be assumed, subject to all other terms and conditions of the policy, that he/she has suffered a loss of life under the policy.

### **Exposure**

If as the result of an accident You are caused to be unavoidably exposed to the elements and as a result of the exposure there is a loss, then such loss will be covered under the policy.

**This Plan is insured by: James River Insurance.**

**LAW AND JURISDICTION**

The proper Law and Jurisdiction governing this insurance shall be the administered in the Courts of the European Union and its Courts

**For plan inquiries please contact:  
THE DIVEASSURE ASSOCIATION  
[www.diveassure.com](http://www.diveassure.com)  
Phone: +49(0)32221095966  
[info@diveassure.com](mailto:info@diveassure.com)**