

**DIVE CENTERS AND DIVING PROFESSIONALS
GENERAL LIABILITY INSURANCE
DESCRIPTION of COVERAGE (DOC)**

Ver. 3 (May 21, 2020)

Insured: **Diving facilities and/or diving professionals – members of the DiveAssure association, are covered for the period and scope paid for and indicated in the insurance certificate issued to them.**

Insurer: **CNA Insurance Company Limited, Germany
Im Mediapark 8, 50670 Köln, Germany**

Insurance broker: **Wahler & Co. GmbH Jakob-
Bensheimer-Str.22 68167
Mannheim**

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1. PREFACE:

This is a group policy covering paying members of the DiveAssure Association, subject to the terms, provisions, conditions, limitations and exclusions therein and the General Exclusions and General Conditions of this policy. The insurer will cover the insured for claims made against him/her by third parties or clients alleging Professional, Product and/or General Civil Legal Liability arising out of the covered activity as defined below provided by the insured or by diving professionals employed by the insured or under his direction.

2. DEFINITIONS:

"Accident" - means an unexpected event occurring in a specific time and location that is identifiable and can be studied and verified.

"Country of operation" - means the country provided by **you** as the location of your Diving facility when applying for this Insurance accepted by us and appearing on the Policy Schedule.

"Country of registration" - means your country of permanent residence (or for insured companies where the company operating the diving facility is registered), provided by you when applying for this Insurance.

"Certificate" – means the document issue to you upon registering and paying for this policy and detailing the coverage that is provided to you.

"Commercial diving/diver" – means any diving done for pay other than diving as a recreational diving instructor or dive master, underwater photographer or marine biologist.

"Diving facility" – means dive center, dive club or liveaboard boat.

"Dive Centre" - means the 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 company, Organization or Association of any type providing Diving services.

"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.

Diving must be performed (a) according to the level of certification and (b) in strict adherence to the standards and procedures set up by Your certifying agency (provided it is listed below) for the type and depth of the dive made.

The following certifying agencies are recognized by the Insurers:

| | |
|--------------------|--|
| AAUS – | American Academy of Underwater Sciences |
| ACUC – | American Canadian Underwater Certifications |
| ADID – | Association Des Instructeurs de Plongée |
| ADS – | Association of Diving School (Japan/International) |
| AIDA International | |

| | |
|------------|--|
| ANDI – | American Nitrox Divers International |
| ANMP – | Association nationale des moniteurs de plongée |
| ANIS | |
| BSAC – | British Sub Aqua Club |
| CAUS – | Canadian Association for Underwater Science |
| CEDIP – | European Committee of Professional Diving Instructors |
| CMAS – | Confédération Mondiale des Activités Subaquatiques County of Los Angeles |
| DACS | |
| DIA – | Dive International Agency |
| DDI – | Disable Divers International |
| ERDI – | Emergency Response Diving International |
| EUF – | European Underwater Federation |
| FEDAS – | Federación Española de Actividades Subacuáticas |
| FFESSM – | Fédération Française d’Etudes et de Sports Sous Marins |
| FIAS – | Federazione Italiana Attività Subacquee |
| FII – | Freediving Instructors International |
| FSGT – | Fédération sportive et gymnique du travail |
| GUE – | Global Underwater Explorers |
| HSA – | Handicap Scuba Association |
| IAC – | International Aquanautic Club |
| IAHD – | International Association for Handicapped Divers |
| IANTD – | International Association of Nitrox and Technical Divers |
| IART – | International Association of Rebreather Trainers |
| IDEA – | International Diving Educators Association |
| IDSA – | International Diving Schools Association |
| IMCA – | International Marine Contractors Association |
| ISDA – | International Scuba Diving Academy |
| ITDA – | International Technical Diving Association |
| JP – | Japan Professional Scuba Diving Instructors Association |
| JUDF – | Japan Underwater Diving Federation |
| NADD | |
| NAS – | Nautical Archaeology Society |
| NASE – | The National Academy of Scuba Educators |
| NAUI – | National Association of Underwater Instructors |
| NAUI Tec – | National Association of Underwater Instructors |
| NDL – | National Dive League |
| PADI – | Professional Association of Diving Instructors / PADI TecRec (DSAT) |
| PDIC – | Professional Diving Instructors Corporation International |
| PROTEC | |
| PSAI – | Professional Scuba Association International |
| PSS – | Professional Scuba Schools |
| RAID – | Rebreather Association of International Divers |
| SAA – | Sub Aqua Association |
| SDI – | Scuba Diving International |
| SDSC – | Scientific Diving Supervisory Committee |
| SNSI – | Scuba Nitrox Safety International |
| SSI – | Scuba Schools International / SSI TXR |
| TDI – | Technical Diving International |
| TIDF – | The Israeli Diving Federation |
| TSA – | Trimix Scuba Association |
| UDT – | Universal Diver Training, Inc. |
| VDST – | Verband Deutscher Sporttaucher |
| WASE – | Worldwide Academy of Scuba Educators |
| WRSTC – | World Recreational Scuba Training Council |

“Diving Services” - means the provision of advice and instruction in *recreational diving* including; organizing, supervising, training, escorting or guiding services provided by diving instructors, assistant instructors or underwater guides

“Injury” means bodily injury or Decompression Illness that: (1) occurs while coverage under the Policy is in force with respect to the Insured whose injury is the basis of claim; 2) occurs while the Insured is participating in a Covered Activity; and 3) results directly and independently of all other cause in a covered loss.

“Insurer” or “the Insurer” - means CNA Hardy and/or the local insurer as specified in Your certificate.

“Liveaboard” – means a boat offering accommodation and facilitates recreational SCUBA diving services while traveling aboard for one or more nights.

“Personal Diving Equipment” - means:

- Diving equipment, your property or property in Your control, which feeds compressed or enriched gas
- Floating balance
- Rapid release buckle on the diving appliance
- Belt and on the weights
- Instrument to measure time and to measure depth (one per couple), and
- Warning instrument depletion of gas in the tank.
- Rebreather apparatus.
- Personal diving equipment also includes HOOKAH diving gear property of You or in the Your care, custody or control.

“Recognized Certifying Agency” - means diving organization that provides guidelines and recommendations for safe diving that is recognized by the insurers.

“You”, “Your” or “The Insured” – means:

- a. A Person who has paid the required membership fees and premiums for the protection plan provided herein who is at least 8 years of age but no more than 75 years old and is qualified as a diving instructor, assistant instructor, dive master or assistant/in-training dive master and is the holder of a valid certificate issued by a Recognized Certifying Agency, or
- b. The owners and/or managers of a diving facility providing diving services and other covered activity as defined. Employees and/or volunteers are covered only when performing duties in the covered diving facility under the supervision of the facility management.

3. COVERED ACTIVITY:

Operating as a diving certifying agency, dive center or a diving professional and providing or performing the following services: Organizing and conducting diving and swimming courses (including the rental of water and swimming facilities where diving and swimming can be exercised), maritime tourism activities with diving (including film and photo shoots), swimming and water sports, trade, repair and maintenance work on diving equipment and its accessories as well as rental of diving and water sports equipment, installation and operation of high-pressure compressors, compressed-air pipes and other high-pressure equipment as well as filling and inspection of high-pressure vessels. Participation in exhibitions. Training of divers and dive instructors as well as guidance and supervision of dives, subject to the guidelines of SSI, RSTC (Recreational Scuba Training Council) or applicable ISO standards. Organization and conducting diving related events, Organization of diving and diving trips, including equipment, consultation, authorization and instruction. Planning and execution of non-diving activities without special risk, such as trampoline jumping, water skiing, jet ski, windsurfing, deep sea fishing, quad tours, rafting. Activities such as free-climbing, parachute jumping, kite flying or paragliding, expeditions, etc. are excluded. The condition for insurance coverage is that the insured persons have a corresponding qualification or training for these activities. Diving with non-certified divers who are conducting scuba dive with a dive professional; Organization of dive trips; Maritime tourism activities related with SCUBA diving and in this connection also film and photo shoots; Education of beginners and/or advanced divers and/or diving instructors of all levels and guiding and supervision of dives within the guidelines of the SSI, RSTC Recreational Scuba Training Council and/or applicable ISO standards; Non-diving activities are covered only so far as detailed below.

Warranted:

1. You must have the appropriate qualification and education to undertake all insured activities.
2. You must perform all your duties in strict accordance with the guidelines of your certifying agency.

4. POLICY LIMITS:

| Type of liability | Insurance limit per occurrence | Aggregate benefits per insurance year | Deductible per occurrence |
|--------------------------------------|--------------------------------|---------------------------------------|---------------------------|
| Personal injury | € 20,000,000 | € 40,000,000 | € 150 |
| Property damage (own/rented) | € 20,000,000 | € 40,000,000 | € 150 |
| Product liability | € 20,000,000 | € 40,000,000 | €1,000 - €5,000 |
| Environmental damage | € 10,000,000 | € 10,000,000 | €1,000-€10,000 |
| Staff property | € 1,000,000 | € 2,000,000 | € 50 |
| Goods in care | € 1,000,000 | € 2,000,000 | € 150 |
| Criminal defense costs | € 1,000,000 | € 2,000,000 | None |
| Travel organizing (dive center only) | € 100,000 | € 200,000 | € 500 |
| Loss of reputation - Consulting fees | € 1,000,000 | € 2,000,000 | None |

As far as there are no insurance limits mentioned in the above overview or in the respective parts of this policy, the total insurance sum of this contract applies. The mentioned insurance limits are part of the stated insurance sum, they are not provided separately.

5. GENERAL CONDITIONS**5.1 Contract term**

Start and expiration of insurance: As indicated in your membership certificate

5.2 Activity description

Owning and running of dive centers, diving schools and diving resorts, selling, renting out, distribution, manufacture and repair of diving and sports equipment including clothing, production of standardized training materials for the training of diving instructors and students as well as leasing and rental of sports equipment. Organizing and conducting of Diving and swimming courses (including the rental of water and swimming facilities where diving and swimming can be exercised), maritime tourism activities with diving (including film and photo shoots), swimming and water sports, trade, repair and maintenance work on diving equipment and its accessories as well as rental of diving and water sports equipment, installation and operation of high- pressure compressors, compressed-air pipes and other high-pressure equipment as well as filling and inspection of high-pressure vessels. Participation in exhibitions. Training of divers and dive instructors as well as guidance and supervision of dives, subject to the guidelines of SSI, RSTC (Recreational Scuba Training Council) or applicable ISO standards. Organization of diving and non-diving trips, including equipment, consultation, authorization and instruction.

Where the insured operates and provides diving services on board a boat (otherwise known as "liveaboard"), a cruise ship or on a vessel or marine craft of any kind, coverage shall be limited ONLY to SCUBA diving activities performed solely in-water, No liability will be covered for any other activities or services provided or any activity performed on

board. Such vessel, water craft or ship.

Planning and execution of the following non-diving activities

- a. Water skiing
- b. Jet ski
- c. Windsurfing
- d. Deep sea fishing
- e. Quad tours
- f. Rafting
- g. Kayaks
- h. Stand up paddle
- i. Catamaran
- j. Pedal boats
- k. Cycling (not downhill)
- l. Wildlife observation
- m. Hikes (without rappelling / climbing, abseiling etc.)
- n. Sightseeing tours.
- o. Parasailing
- p. Banana/fun-tube ride
- q. Boom Net
- r. Speed Boat fun ride
- s. Sunset Cruise
- t. Starry Nights
- u. Dolphin watch
- v. Local island experience
- w. Bottom fishing
- x. Water balls
- y. Donut boat
- z. Kite surfing

The condition for insurance coverage is that the insured has corresponding qualification or training for the above activities.

5.3 Jurisdiction

- 5.3.1** The competent jurisdiction shall be exclusively that of the location indicated in the certificate as the 'Country of Operation'.
Where the Insured named in the certificate has his registered offices in another country, then the country where the risk is located the competent jurisdiction will be that of this country ONLY if specified in the certificate as 'Country of registration'.
- 5.3.2** **Country of Operation:** means the country provided by you as the location of your diving facility or the place where you provide services when applying for this Insurance that was accepted by DiveAssure and appears on your certificate.
- 5.3.3** **Country of Registration:** means the country where your company/ies is/are registered as provided by you when applying for this Insurance and ONLY if indicated as such in your certificate.
- 5.3.4** **This policy will not cover any claim made nor any action instituted, in the first instance, within any jurisdiction of the United States of America. The policy will not cover also any judgement or order for the enforcement of any judgement obtained in such territories whether by way of any reciprocal judgement agreement or otherwise.**

5.3.5 This policy does not cover any judgement or order made by any 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.

5.4 Other Insurance or Indemnities – access coverage

The Insurers will seek contribution from any other insurance held by the Insured where:

- 5.4.1 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 affected.
- 5.4.2 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.

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5.5 Age Limit:

This insurance does not cover any claim involving any Person aged 75 or over, unless a medical report with a "Fit-to-dive" certification for the **diving activities** intended to be undertaken, is submitted to **Insurers** who after consultation with their medical officers may accept that the person is fit for **Diving Activity**.

5.6 Deductibles

For this policy the respective agreed deductibles of the Insured are defined in the Policy Limits above. The stated deductibles apply to each insured event. Although the individual deductibles are not mentioned explicitly in the individual parts of this agreement, the amounts specified under "Policy Limits" apply as far as no other deductibles are mentioned as exceptions in the respective parts of this contract.

5.7 Co-insured persons

5.7.1 Employees

In addition to the statutory liability of the Insured the same liability is co-insured

5.7.1.1 of the legal representative of the Insured and persons whom he has employed to manage or supervise the insured company or a part thereof, as well as of those persons to whom entrepreneurial obligations within the meaning of the Social Security Code VII have been transferred at the time of the insurance claim, as well as of specialists for occupational safety (in accordance with the Social Security Code VII), environmental protection officers (agents for protection against emissions, radiation, water pollution, waste disposal and the like), safety officers (according to Social Code VII) and data protection officers, in these characteristics,

5.7.1.2 of all other members of the Insured and employees of foreign companies incorporated into the business of the policy holder at the time of the insured event for damages incurred by them in the performance of their duties, as well as un-paid employees and volunteers - for damages incurred in the performance of their activities in the interest of the insured business.

Claims for damages arising from personal injury, which are accidents at work and occupational diseases in the company of the Insured according to Social Code VII, are excluded. However, legal defense costs for the defense of such claims are co-insured.

5.7.1.3 of the exempted from the services of the Insured former statutory representative of the Insured to the extent of section (a) of this paragraph

and the other members of the company from their previous activities to the extent of section (b) of this paragraph

5.8 Provisional insurance

For risks arising for the Insured after the conclusion of the contract exists insurance coverage within the scope of the contract. Insurance protection begins immediately upon its entry, without the need for a special notification. The restrictive provisions of paragraph 4.1 AHB do not apply. Contrary to paragraph 4.2 AHB the respective insurance premiums of this contract apply.

5.10 Errors and omissions clause

If the Insured omits to report or gives an incorrect or delayed notification, the insurer will not be released from the obligation to provide benefits if the Insured proves that the failure is based on an accidental mistake and has been corrected immediately after his discovery.

In the case of the announcement of a circumstance in which a supplementary premium has to be paid, it must be paid retroactively from the date on which this circumstance occurred.

This clause does not apply to paragraph 4 (liability insurance for product recall costs for manufactures and trading companies), paragraph 5 (liability insurance for product recall costs for automobile parts suppliers), paragraph 6 (environmental liability insurance), paragraph 7 (environmental impairment liability insurance) and paragraph 8 (EnviroPro insurance) and/ or paragraph 9 (special coverage) and paragraph 10 (private liability insurance).

5.11 Contractual liability

5.11.1 Included is also the Insured's liability:

5.11.1.1 as tenant, leaseholder, borrower or lessee contractually assumed

statutory liability of the respective contract partner (landlord, renter, lender, lessor).

5.11.1.2 contractually assumed statutory liability of private-law contents of third

parties, insofar as the assumption of liability is limited to such claims that are verifiably in the original responsibility of the Insured (prior to the assumption of liability), that corresponds to the personal liability of the Insured according to its content and amount and that are not contractual assumption of liabilities in connection with the acquisition or sale of companies, shares and/ or property.

5.11.2 The insurer does not refer to liability-limited agreements before occurrence of the insured case concerning claims of personal injury and/ or material damage (within the general terms and conditions of sale and delivery) between Insured and claimant, if the Insured so requests and if he is obligated to assume liability under the statutory provisions.

5.11.3 Insofar as the Insured and his contracting parties agree to amend their statutory inspection and reprimand obligations pursuant to § 377 HGB (Commercial Code) or corresponding foreign/ international regulations, the insurer does not refer to the exclusion provisions in accordance with para. 7.3 AHB, insofar as the following conditions are met for the respective contractual agreement of the delivery:

- the delivery is carried out only after prior quality control on the basis of the product requirements/ product specifications that were agreed on with the contractual partner. The results of the control have to be documented and saved by the Insured, and

- the respective buyer performs an immediate inspection of the received deliveries for identity, externally recognizable transport damage and other open defects. The duty to promptly notify any deficiencies remains unaffected.
For latent defects, which are discovered at a later date, the obligation of immediate report remains after noticing the defectiveness.
- 5.11.4 If the Insured renounce recourse claims of personal injury and/ or property damage before the insured event occurs, this does not affect the insurance cover. The right to recourse does not relate to damages deliberately caused by the debtor.
- 5.11.5 If, contrary to the statutory time limits, the Insured accepts a warranty period of up to a maximum of three years after delivery, work implementation, completion of the work or after acceptance of the installation, the insurer renounces objection of para. 7.3 AHB.

5.12 Agreement of arbitration court

The agreement of arbitration proceedings does not affect the insurance coverage if they are carried out according to the rules of the international chambers of commerce or the German arbitration procedures in terms of §§ 1025 ff. ZPO (German code of civil procedure).

The Insured is obliged to notify the insurer immediately of the initiation of arbitration proceedings and to allow the insurer to participate in the arbitration proceedings in accordance with the participation of the insurer in proceedings of the ordinary legal process.

5.13 Directors & officers

Due to financial losses resulting from the fact that a current or former member of the supervisory board, the management or executive board of the Insured or a co-insured company is asserted due to an infringement committed in the course of the actions of the board;

5.14 Extended liability

If the insurance contract is terminated solely for reasons of definitive and complete operation and/ or production and delivery termination (not for any other reasons, e.g. change of legal form, termination by one of the contracting parties), the following agreement applies:

In the case of insurance claims by products, work or other services produced and delivered prior to the termination of the insurance contract, insurance coverage is still provided within the scope of this contract for a period of five years after termination of the contract; these insurance claims are treated as if they had occurred in the last insurance year prior to termination of the contract.

In the case of operation and/ or production and delivery termination as a result of insolvency, insurance coverage is only granted to in accordance with paragraph 1.12.1 and b) co-insured persons. This coverage extension does not apply to paragraph 8 (EnviroPro insurance).

6. BUSINESS ACTIVITY and PROFESSIONAL LIABILITY INSURANCES

Insured is the insured's legal liability for damages resulting from services provided, property owned or rented and activity while performing the covered activity.

6.1 Professional Activity

Insured is the insured's legal liability for damages resulting from the professional activity and services provided within the covered activity, subject to the policy's conditions, exclusions and limitations.

6.2 Bodily injury and property damage

Insured is the legal liability of the insured for bodily injury and/or property damage arising

from claims for damages which have occurred during the effectiveness of the insurance.

Excluded are liability claims due to

- 6.2.1 activities related to monetary, credit, insurance, real estate, leasing or similar commercial transactions, from payment transactions of all kinds, from cash management as well as from breach of trust and embezzlement,
- 6.2.2 infringement of industrial property rights and copyrights,
- 6.2.3 non-compliance with deadlines, appointments, estimate of costs and quotations,
- 6.2.4 advice, recommendations or instructions to financially affiliated businesses,
- 6.2.5 activities related to data processing, rationalization and automation, provision of information, translation, travel agency and travel organization. This exclusion does not apply to claims arising from the violation of data protection laws.
- 6.2.6 deliberate deviation from statutory or official regulations, instructions or conditions of the customer or from other deliberate breach of duty,
- 6.2.7 the loss objects, including e.g. money, securities and valuables.

6.3 Damage to property of staff

Included is the legal liability of the Insured for damages resulting from damage and loss of property of employees as well as visitors unless it concerns money, securities, passports, certificates, jewelry or valuables.

6.4 Damage to rented property

Included is the legal liability of the Insured for damage to rented property including all consequential property damage to the following extent:

- 6.4.1 Damage or loss of objects of third parties held temporarily by the Insured (supervision damage). This includes the legal liability of the Insured for damage caused to objects of third parties, including any thereof resulting loss of property, insofar as the Insured temporarily has these items in his possession for his work. It also includes- contrary to para. 2.2 AHB- liability claims due to the loss of objects.
- 6.4.2 Damage to hired (not leased), rented or borrowed objects

This includes the legal liability of the Insured for damage to hired (not leased), rented or borrowed objects, insofar as they are not already insured and insofar as they are not molds and tools of third parties as well as all consequential property damages.

Excluded remain:

- a) claims for wear, tear, excessive use,
- b) recourse claims which are subject to the recourse waiver under the agreement of the fire insurers in case of overlapping damage occurrences
- c) claims covered by another insurance of the Insured or by an insurance concluded in his favor
- d) claims of natural or legal persons who are connected financially or personally to the Insured or the persons referred to in section 1.12.1 a) or who are relatives as defined in para. 7.5 (1) (2) AHB.
- e) claims for damages to real estate.

6.5 Criminal defense cost

In case of a criminal proceeding due to an event, which may result in a liability claim under the insurance cover, the insurer bears the court costs in coordination with and in participation of

the Insured as well as fee-based charges, if applicable also the costs of defense that were in particular agreed on and approved by the insurer. The expenses of the insurer are charged as benefits from the sum insured.

Excluded from the insurance coverage remain fines, penalties and costs for the execution of sentence. If the Insured or a co-insured person is accused of an offense whose intentional as well as negligent perpetration is punishable, insurance coverage applies, as long as the Insured or a co-insured person is accused of negligent behavior. If, on the other hand, the Insured or a co-insured person is accused of deliberately committing such an offense, exists retroactive insurance coverage, insofar as it is not legally established that he/ she has deliberately acted. There is no insurance cover in the case of the accusation of

- a crime in any case,
- an offense that can only be committed deliberately.

If it is legally established that the Insured or a co-insured person deliberately committed the offense, the Insured is obliged to reimburse the insurer for the costs that the insurer paid for the defense against the allegation of deliberate conduct.

7 PRODUCT LIABILITY INSURANCE

The insurer will indemnify the insured according to the terms of this section for legal liability to pay damages, including claimant costs recoverable from the insured as a result of bodily injury or property damage that occurs during the period of insurance and arising out of or from or in connection with products manufactured, sold, used, rented out or serviced by the insured.

7.1 Additional products liability costs and expenses

Following any event which is or may be the subject of indemnity under this section, the insurer will indemnify the insured for costs and expenses that are payable in addition to the limit of indemnity, incurred in respect of any insured event under this section.

7.2 Limitations and exclusions

In addition to the limitations and exclusions applicable to this insured section in clause 6, this insured section excludes and does not cover liability arising out of any product or part thereof which with the insured's knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite;

7.3 Time limitation

Reporting period

Insurance coverage includes the consequences of all insurance cases which are reported to the insurer no later than three years after the termination of the insurance contract. This does not affect the contractual notification obligations.

7.4 Serial damage

Several insurance events occurring during the validity of the contract

- from the same cause, for example from the same construction, production or instructional error, unless there is no internal connection between several identical causes, or
- from supplies of such products which are subject to the same deficiencies, apply irrespective of their actual occurrence as an insured event and at the time when the first of such insurance events has occurred.

7.5 Class action

Coverage for class action is excluded. Nevertheless, a case that would be covered individually under this policy will be covered also if it is brought as a class claim to the extent that it would be covered under an individual claim. A class claim relating to a specific flaw will be seen as one case and will therefore be subject to the relevant limit.

8 ENVIRONMENTAL INSURANCE

The insurer agrees to indemnify the insured according to the terms of this section for legal liability to pay damages, including claimant costs recoverable from the insured as a result of bodily injury or damage arising out of or from pollution occurring during the course of business provided that the pollution is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the period of insurance.

8.1 Additional pollution liability costs and expenses Following any event which is or may be the subject of indemnity under this insured section the insurer agrees to indemnify the insured for costs and expenses which are payable in addition to the limit of indemnity, incurred in respect of any insured event under this insured section.

8.2 Pollution liability limitations and exclusions.

In addition to the limitations and exclusions applicable to this section, this section excludes and does not cover:

- 8.2.1 Liability for damage or denial of access to land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by the insured or otherwise in the insured's care, custody or control.
- 8.2.2 Bodily injury or damage arising out of or from:
 - 8.2.3.1 liability which does not arise out of pollution occurring during the course of the business;
 - 8.2.3.2 in connection with the insured's products.
- 8.2.3 An order to pay or an administrative act relating to imposed payment.

9 LOSS OF REPUTATION COVERAGE:

Insurance coverage exists in the event that the Insured engages consultant in order to protect his business from a loss of reputation as a consequence of an event insured in accordance with the other clauses of the contract, thereby incurring costs.

9.1 Insurance case:

The insured event is defined in the other clauses of the contract.

It must have occurred during the effectiveness of this consultancy insurance.

9.2 Insured costs:

- 9.2.1 Insured are exclusively:
- 9.2.2 costs for the first-time engagement of the consultant in accordance with paragraph as well as costs of third parties in an appropriate and reasonable amount which have been activated on the recommendation of the consultant
- 9.2.3 costs of third parties in consultation with the insurer. Costs are paid during the period of validity of the insurance for a period of not more than 30 days after the consultant's intervention.

9.3 Consultant fees:

The following independent communications consultant may be appointed by the insurer and used by the insured:

Fleishman Hillard

The following telephone numbers are available

In the US and Canada (toll free):

1-866-926-8457

From anywhere in the world (subject to charges)

001-817-826-7000

However, the Insured may also include other independent consultants of his choice. The insurer only pays the costs for this if the Insured has previously notified him of the use of other consultants and the insurer has given his consent in writing.

10 TRAVEL ORGANIZER LIABILITY COVERAGE:

The insurers will cover the legal liability of the Insured in his capacity as defined when providing to clients services as travel organizer within the scope of the contract. The attached conditions and risk descriptions for tour operators apply.

The insurer grants the Insured in his capacity as travel agent insurance coverage in the event that he is claimed for damages by participants in trips organized by him for property damages because of statutory provisions of liability under private law, considering the respective legal proceedings for claimed damages. Insurance coverage also applies to claims for damages that are based on the actions or omissions of the service providers or auxiliary persons (vicarious agents) acting directly or indirectly for the Insured. As an active service provider is defined also the person who issues himself as such.

Insurance coverage for damage to property covers the typical activities of a tour operator, including inter alia:

- a. selecting the service providers and reviewing their services;
- b. compilation of individual performances;
- c. description of services in catalogs or brochures;
- d. processing the travel registration;
- e. organization, reservation and provision of services in accordance with the travel contract;
- f. issuing and sending the travel documents;
- g. procurement of visas, other travel documents and foreign means of payment (if this is explicitly the subject of the travel contract).

The similar personal statutory liability of the owners, representatives, hired employees and the tour guide commissioned by the Insured is insured concerning their professional activities for the Insured. The insurance coverage includes:

- a. the examination of the liability claim,
- b. the fulfillment of justified claims for damages,
- c. the defense of unauthorized claims for damages,

In this context, the insurer bears, in the name of the Insured his own costs, arising from civil disputes.

10.1 Limitation of insurance coverage

If the price of the travel services received is less than the price of the booked travel services, the resulting claims for full or partial repayment of the travel price are excluded from the insurance. However, claims for damages are insured on account of loss of vacation pleasure, loss of income or additional expenses incurred by the traveler.

- 10.1.1 Discovery and reporting period:
The insurance covers the consequences of cases occurring during the insurance period, provided that they are reported to the insurer no later than two years after the termination of the insurance contract.
- 10.1.2 Exclusions
The following characteristics or activities are NOT insured:
- a. operation as travel agent/cies;
 - b. operation of hotels or other accommodation, restaurants, bars and similar businesses;
 - c. carrying out journeys with their own vessels or aircraft; including for this purpose performed sales, reservations and information activities.
- 10.1.3 Deductible
The Insured's deductible in every claim (breach) is 10 % of the compensation approved by the insurer subject to a minimum of EUR 25 and a maximum of EU 500. The Insured is obligated to pay to the insurer the above deductible within 30 days of the insurers written request.
- 10.1.4 Other changes to the General Insurance Conditions (AVB)
- 10.1.4.1 Contrary to paragraph I 1 and 3 AVB (General Insurance Conditions), property damages and the resulting direct consequential damages are not covered by the insurance.
 - 10.1.4.2 Contrary to paragraph I 4.3 AVB (General Insurance Conditions), the mediation of commercial transactions is insured, insofar as this is the typical activity of a tour operator
 - 10.1.4.3 Transition of claims and recourse
Insofar as the insurer has made payments under this agreement, claims against the damage causing service provider are transferred to the insurer. He has the right to assert his expenses against the latter on the grounds of the recourse. The Insured will, on his part, assign his claims against the service provider, who is causing the damage, to the insurer and, in addition, assist the insurer to the best of his abilities in carrying out the recourse.
- 10.1.5 Conduct of case
The insurer determines the possible process management (conduct of a case); he will, however, maintain a constant exchange of information with the Insured and will rely on the experience of the Insured.
- 10.1.6 Additional clause for the conclusion of travel contracts with travel participants with non-German citizenship and/ or domicile abroad If the Insured as travel agent sells travel packages to travel participants, who do not have German citizenship and/ or their domicile in Germany, or as a non-German tour operator sells package tours to travel participants, who have German citizenship and / or their place of residence in Germany, the following additional regulation applies:

11 GENERAL EXCLUSIONS:

Not insured are the following:

- 11.1 Accidents at work due to personal injury which are accidents at work and occupational diseases. This exclusion shall not apply to claims directed against the Insured or his legal representatives and those persons whom he employed for the management or supervision of the company or part of the company. However, in the context of this contract claims are insured that arise out of accidents at work as well as recourse claims by foreign insurers for such insurances from

- work accidents. In any case, claims for occupational diseases of employees who are not subject to the provisions of the German Social Code VII remain excluded from the insurance coverage.
- 11.2 Motor vehicles and watercraft
 - 11.2.1 due to damage caused by the Insured, a co-insured person or a person appointed or commissioned by him by the use of a motor vehicle or a trailer which is subject to compulsory insurance or authorization,
 - 11.2.2 due to damage caused by the policy holder, a co-insured person or a person appointed or commissioned by him by the use of a watercraft or for which they can be hold accountable as keeper or owner of a watercraft, unless it is a matter of watercrafts which are not the property of the Insured, a co-insured person or a person appointed or commissioned by him, insofar as they are used by the Insured for business events.
 - 11.2.3 Contrary to the above, the legal liability of the insured in relation to the use of boats up to 12 meters long, used by the insured in the course of performing the covered activity – is covered.
 - 11.3 Any claim relating to commercial diving as defined.
 - 11.4 Any claim relating to diving done for competition or record breaking.
 - 11.5 Any claim relating to diving in an area where diving is prohibited or deemed dangerous.
 - 11.6 for any claim made by an employer against any INSURED who is employed by or representing such employer.
 - 11.7 Any claim for any obligation for which the insured or any carrier as his/her insurer may be held liable under any worker's compensation law, unemployment compensation or disability benefits law, or under any similar or related law (including occupational disease and cumulative trauma).
 - 11.8 Any claim for bodily injury to any employee of the insured arising out of and in the course of his/her employment by the insured.
 - 11.9 Any claim for liability assumed by an insured under any contract or agreement.
 - 11.10 Any claim for damage to property owned by the insured;
 - 11.11 Any claim for judicial sanctions, punitive and/or exemplary damages, or compensatory damages, whether at common law or by statute – unless the case is covered by this policy.
 - 11.12 any claim for which notice was provided to another insurer prior to the policy period.
 - 11.13 any claim arising out of an event occurring prior to the policy period, if prior to the effective date of the policy, any insured had a reasonable basis to foresee that a claim would be made against them.
 - 11.14 any claim arising out of an event commencing prior to the policy period for which coverage is available under an occurrence-based liability policy issued by any other insurer.
 - 11.15 any claim arising out of invasion of privacy, libel, slander or defamation of character, false arrest, detention or imprisonment, assault or battery, or wrongful entry or eviction, including any allegation that the violation of any civil right caused or contributed to such claim.
 - 11.16 any claim which is directly or indirectly attributed to any failure to comply with any applicable statute, regulation, ordinance, directive or order, provided that the failure to comply is an intentional, willful or deliberate act or omission of the insured.
 - 11.17 any claim arising out of discrimination by the insured, including but not limited to discrimination on the basis of age, color, race, sex, sexual orientation, creed, national origin, marital status or mental or physical disability. However, this exclusion does not apply if instruction is denied for valid safety reasons. Valid safety reasons include, but are not limited to, concern over medical history of a student, disability of a student or determination that a student lacks the physical ability or mental aptitude to dive.
 - 11.18 any claim arising out of infringement of trademark, trade dress, trade name, patent,

- copyright or other intellectual property rights.
- 11.19 any claim based on the insolvency or bankruptcy of any person, firm or organization.
- 11.20 any claim arising out of the performance of a criminal act or caused by the insured while under the influence of alcohol, intoxicants, narcotics or any mind-altering substance.
- 11.21 any claim arising from acts other than those specifically approved and sanctioned by a certifying agency recognized by the Insurers.
- 11.22 any claim arising out of any commercial or industrial diving activities, including but not limited to welding, construction, salvage, repair, maintenance, and inspection or fishing activities. This exclusion does not apply to public safety diving or scientific research activities.
- 11.23 any claim arising out of abuse or molestation. For purposes of this exclusion, abuse or molestation means:
- 11.23.1 Actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by, any insured, an insured's employee, or any other person, or
- 11.23.2 Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any INSURED is or ever was legally responsible and whose conduct could be described by a. above.
- Abuse or molestation includes, but is not limited to, negligent or intentional infliction or physical, emotional or psychological injury/harm
- a. abuse, molestation or harassment of any type, or lewd, immoral or sexual behavior, whether or not any such act is intended to lead to, or culminate in, any sexual act, whether caused by, at the instigation of, at the direction of, or as a result of any act or omission by the insured, his/her employees, patrons, participants, or from any cause whatsoever.
- b. for any claim where an insured intentionally left or permitted any uncertified student to be unattended. This exclusion does not apply to a navigation exercise on the second or subsequent training dives after the insured has evaluated the student's required skills.
- 11.24 any claim where the medical history form of the participant indicates any condition contrary to safe participation in any in-water activities and the participant has not obtained medical approval by a licensed physician based on a medical examination prior to any in-water training or supervision.
- 11.25 any claim where, prior to the initiation of any training or supervision, a participant (or the parent(s) and/or legal guardian(s) of the participant if a minor) has not completed and signed a written release of liability/assumption of risk form developed by and/or approved by the certification agency through which the training or supervision was offered and naming the insured as a released party.
- 11.26 any claim where the written release signed does not include an acknowledgement that the participant (or the parent(s) and/or legal guardian(s) of the participant - if a minor) knows that the dive site may be remote and that a recompression chamber may not be readily available, and they still want to continue their training and assume the risk in the absence of a recompression chamber.
- 11.27 any claim arising out of an event involving any diving activities in which the insured was not an active member in good standing with their certification agency at the time of the event.
- 11.28 any claim arising out of any event involving any training or supervisory dive conducted by the insured that was not in compliance with the standards, procedures and policies of the certification agency that sanctioned the training or supervisory diving activity involved.

- 11.29 any claim arising out of any event involving the insured's conduct of an introductory experience program (any program designed to introduce uncertified divers to recreational SCUBA diving via a supervised, controlled open water experience) that was not in compliance with the standards, procedures and policies of the certification agency that sanctioned the training or diving activity involved.
- 11.30 any claim involving Technical Training and/or Technical Training Dives where the insured is not a technically certified professional or where the insured is a technically certified professional and exceeds depths for which the insured is trained and certified to teach and/or supervise.
- 11.31 any claim involving SCUBA certification provided to anyone under the age of 10, except those courses that are taught in confined water only (e.g. swimming pools) and such may be offered to anyone age 7 and older.
- 11.32 any claim involving an insured who does not have appropriate training and/or does not have all appropriate certifications to teach a course, including a course in First Aid.
- 11.33 any claim involving any liability in respect to access or disclosure of confidential or personal information or data-related liability.
- 11.34 any claim involving the avoidance, failure or negligence of the insured to take out, pay for or renew any form of insurance that if effected would cover it.
- 11.35 any claim involving failure or omission to get covered by any form of insurance or neglecting to effect it properly and adequately or in a timely manner.

12 Making a claim:

If the insured is aware of any circumstances that may give rise to a claim that may be covered by this policy, the Insured and/or his/her legal or personal representatives, must do the following:

1. Inform the insurer IMMEDIATELY upon receipt of any letter, claim, written summons or process
2. Notify the insurer in writing IMMEDIATELY if you have knowledge of any impending prosecution, inquest, fatal accident or ministry inquiry in connection with any accident that may result in a claim.
3. Comply with the policy Claims Conditions and Procedures
4. NOT admit liability or offer or promise any payment or indemnity. Admission of liability without prior approval of the insurer will not bind the insurer in any way.

Please report all claims and incidents using a claim form that can be downloaded from the DiveAssure website. Claim forms should be sent to Roger Pauli at roger.pauli@wahler-co.de. Be sure to send copy (CC) to liability.claims@diveassure.com.

Please note: FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE THE INSURED'S CLAIM. Please refer to the appropriate Section for full details.

The insured must also:

1. Give all information and assistance that the Insurers may require
2. Comply with all reasonable deadlines set by the Insurers
3. 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.

13. Your rights:

Your right to cancel:

If after you have purchased this policy you decide that it does not meet your requirements, please return this policy at once to DiveAssure within 14 days of the date of issue. Please request cancellation in writing explaining your reasons and provide a formally signed letter - authorized by your lawyer or by your accountant in which you declare that

1. No claim has been made against you or brought to your attention
2. You understand that the certificate/s issued to you is not valid and that using it is unlawful.

Upon receipt of the above, the policy will be canceled and the premium will be refunded in full.

Making a complaint:

It is the intention of DiveAssure and of the insurer to provide the insured with the highest level of service. If, however, you are unhappy with any aspect of the service that you receive from us, please contact us:

DiveAssure Association
Roy Pargament, COO
roy@diveassure.com

Please state the nature of your complaint, the agent with whom you have been in touch and in case of a claim; the claim number and the reasons for your dispute or dissatisfaction.

If you are disputing a decision re a claim you made and after taking this action you are still unhappy with our response, please write to CNA – claims appeal officer

If after contacting the above **you** still wish to dispute decisions made by the insurer, **you** can seek assistance from: German federal insurance ombudsman

Coverage under this policy is provided by CNA Insurance Company Limited Germany, with its offices at Im Mediapark 8, 50670 Köln, Germany (the Insurer).