



DIVE ACCIDENT INSURANCE FOR TRAVEL AGENCIES

ida
insurance ltd.



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1 INTRODUCTION

For the purpose of this policy, the **Policyholder** is the **Dive Club/Centre** and the beneficiaries of the policy's benefits are the **Insured** under the policy. This agreement does not give you, as the **Dive Club/Centre**, direct rights under the Policy of insurance but enables the **Insured** to receive the benefits described below. Strict compliance with the terms and conditions of this agreement is required if the **Insured** is to receive its benefits.

2 DIVING RISKS INSURANCE

This diving and associated risks insurance policy is underwritten by IDA Insurance Limited (the **Insurer**). This policy, the **Policy Schedule** and any **Endorsements** are based on the information the **Policyholder** and/or the **Insured** provided **Us** and form the contract of insurance between **You** and **Us**. Each **Insured** should read this policy, **Policy Schedule** and any **Endorsements** carefully, keep them in a safe place and refer to them should a policy service be required or a claim occurs.

3 BASIS OF COVERAGE

The **Insurer** will (unless specified to the contrary) provide EACH **Insured** person named in the **Policy Schedule** with insurance in the manner described in each section of this policy, subject to the terms, provisions, conditions, limitations and exclusions therein and the General Exclusions and General Conditions of this policy.

THIS IS NOT a private medical insurance policy and only gives cover during a diving activity. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence, no without charge public service available or no other, more specific health or travel insurance cover. **We** also reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **You** will be expected to allow **us**, or **our** representatives, unrestricted access to all **Your** medical records and information.

This insurance policy has been issued on a non-advised basis. This means that **We** have not provided **You** with any recommendation as to the suitability of the policy and it is **Your** responsibility to decide whether this policy meets **Your** requirements.

4 HOW TO MAKE A CLAIM

If there are any circumstances that may give rise to a claim under this policy, the **Insured** (or his/her legal or personal representatives) must in respect of any claim contact **Our** claims office as soon as practicable at:

IDA Insurance Ltd - Claims Department

DAN Building, Level 1

Sir Ugo Mifsud Street,

Ta 'Xbiex,

XBX 1431

Malta

Telephone: +356 2016 1600

Email: claims@idassure.eu

1. Provide details of such circumstances and request a claim form ensuring that **Your** DAN membership number or the insurance policy number stated in the **Policy Schedule** is quoted whenever contacting the claims handler.
2. Complete and return the claim form together with all documentation requested by **Us**. All claims must be substantiated by receipts, valuations, medical, police or other report(s) as may be applicable and requested by the **Insurer**. The **Insurer** will only be able to process the claim once all requested documentation has been provided. Please note that in certain circumstances more immediate action is required to ensure that **Your** claim is not prejudiced.

In respect of **Medical Expenses** Claims, the **Insurer** via its **24/7 Emergency Operating Centre** must be notified PRIOR TO:

1. The Insured being admitted as an inpatient at any hospital, clinic or nursing home;

2. Any hospital transfer being arranged or return home costs incurred;
3. Any other costs being incurred.

In respect of all claims, **YOU MUST ALSO:**

1. Provide all information and documentation that the **Insurer** may require and comply with all deadlines set by the **Insurer**.
2. Comply with all deadlines set by any court of law for the disclosure of information, evidence and documentation.

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

Please refer to the appropriate Section for full details.

All payments will be made to **You** in Euro €.

Costs incurred in other currencies will be converted into Euro € for reimbursement at the rate of exchange applicable as at the date on which **You** pay those costs. For currencies required to pay invoices, the daily rate for traded currencies will be the official rate of exchange published by the European Central Bank. Wherever the European Central Bank has no published exchange rate for the currency of the invoice, an alternative, reputable exchange rate mechanism shall be used, at the discretion of the **Insurer**.

5 HOW TO REGISTER A COMPLAINT

It is **Our** intention to provide an excellent service to all **Insured** persons. However, **We** recognise that there may be occasions when **You** feel that this has not been achieved. If **You** are dissatisfied with any aspect of the service that **You** receive, in the first instance please contact:

Complaints Management Function

IDA Insurance Limited
DAN Building, Level 1
Sir Ugo Mifsud Street
Ta' Xbiex
XBX 1431
Malta

Or send an email for the attention of the Managing Director to: info@idassure.eu

If **You** are still dissatisfied, **You** may seek assistance from:

Office of the Arbiter for Financial Services

1st Floor
St. Calcedonius Square
Floriana
FRN 1530
Malta

Further information can be found at: <https://financialarbiter.org.mt>

You may also seek assistance from the Consumer Complaints Authority of **Your Country of Operation** of the **Policyholder**.

Further information can be found [here](#)

The existence of this complaint procedure does not affect any right of legal action **You** may have against IDA Insurance Limited (the **Insurer**).

6 ARBITRATION

If any difference shall arise as to the amount to be paid under this insurance policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties, in accordance with the statutory provisions in force in Malta.

Alternatively, **You** can access the Online Dispute Resolution (ODR) platform at: <https://ec.europa.eu/consumers/odr>

The ODR platform is designed to facilitate communication between **You**, the **Insurer** and a dispute resolution body. A dispute resolution body is an impartial organisation or individual that helps consumers and traders resolve disputes without going to court. Under European law, alternative dispute resolution (ADR) can be used for any dispute arising from a contract between an **Insurer** and consumer, whether the product was bought online or offline or whether **You** and the **Insurer** are based in the same or in different EU countries.

The ODR platform only uses dispute resolution bodies approved by their national governments for quality standards relating to fairness, transparency, effectiveness and accessibility. The ODR platform also makes the process of ADR easier by providing automated translations between all EU languages, as well as information and support throughout. **You** may only pursue a right of action against the **Insurer**, where a difference has been referred to arbitration and an award made.

1 DAN EUROPE FOUNDATION

This diving and associated risks insurance policy has been issued by the **Insurer** to **You**, a DAN Europe Foundation member resident in the countries and **Territories** that are the responsibility of DAN Europe Foundation. It is DAN Europe's understanding that all citizens or residents of the territories included in the list of the DAN Europe countries (available on www.daneurope.org) can subscribe to and become members of the Foundation. However, citizens of, or residents in, countries outside the European Union or European Economic Area, whilst being entitled to purchase membership benefits and services, may be restricted from purchasing insurance products. If **You** are a citizen of or resident in these countries, **You** are recommended to contact the **Insurer** prior to purchasing membership and insurance to confirm what membership and insurance benefits **You** are entitled to and to ensure that **Your** membership documents are correctly issued.

2 INSURER INFORMATION

All cover under this policy is provided by IDA Insurance Limited (the **Insurer**) which is registered in Malta (No. C36602).

IDA Insurance Limited is authorised and regulated by the Malta Financial Services Authority and operates throughout the European Union and the European Economic Area under freedom of services authorisation.

3 RECIPROCAL HEALTH AGREEMENT

When travelling to, or within, European Union Countries **You** are strongly advised to obtain a European Health Insurance Card (EHIC), which will entitle **You** to benefit from the reciprocal health agreements which exist between European Union countries.

4 TRAVEL WARNINGS BY THE GOVERNMENT OF YOUR COUNTRY OF RESIDENCE

This insurance does not provide any cover in respect of any Journey to a destination where the Government of an EU or EEA country where you are resident has advised against travel. If you are unsure whether there is a travel warning for your destination, please check with the appropriate office of your Government.

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY.
Wherever these words or phrases appear in **bold italic type** in this insurance policy they will have these meanings:

1. **24/7 Emergency Operating Centre**

Means the assistance services provided by the Contractor engaged by **Us** to provide a 24/7 emergency contact service to **You**.

2. **Accident**

Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:

- a. Barotrauma and decompression illness (including suspected decompression illness if diagnosed by **Us**).
- b. Asphyxia of a non-pathological origin.
- c. Acute poisoning or envenomation caused by the ingestion or absorption of substances.
- d. Drowning.
- e. Exposure hypothermia or frostbite directly resulting from a mishap to a conveyance, including being shipwrecked or stranded, that is otherwise unavoidable.
- f. Sunstroke or heatstroke.
- g. Injuries and traumas in general, including when caused by marine life, occurring anywhere in the world.

3. **Bodily Injury**

Means identifiable physical injury which:

- a. Is caused by an **Accident**; and
- b. Solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured** within twelve months from the date of the **Accident**.

5. **Country of Residence**

Means **Your Country of** permanent **Residence** provided by **You** when applying for this Insurance policy. This should be the country in which **You** are eligible to receive public, free-of-charge health services.

8. **Diving Activity/Diving Activities**

Means:

- a. **Recreational** with scuba or rebreather apparatus from the moment **You** lift **Your** assemble Buoyancy Compensator Device / underwater breathing apparatus to wear it and enter water, until **You** totally exit water and **Your** assembled Buoyancy Compensator Device / underwater breathing apparatus is placed on the ground.
- b. **Freediving** or **Snorkelling**, from the moment **You** completely enter until **You** exit water.

9. **Diving Bodies**

Means recognised national controlling organisations, whether or not affiliated to R.S.T.C. or C.M.A.S., subject to National, European and International laws, norms and regulations, that establish and publish guidelines and recommendations for safe diving practice.

10. **Emergency Medical Assistance**

Means any request made for **Emergency Medical Assistance** via the **24/7 Emergency Operating Centre**.

11. **Endorsement**

Means any alteration made to the Insurance Policy which has been agreed by **Us** in writing.

12. **Excess**

Means the amount of money that the **Insured** will pay towards a claim as stated in the **Policy Schedule**.

13. **Freediving**

Means breath-holding **Diving Activity** without the use of breathing apparatus.

14. **Gross Negligence**
Means an action or omission that represents an extreme disregard for either **Your** own safety, or for the safety of others to whom **You** owe a reasonable duty of care. This includes, but is not limited to: undertaking **Diving Activities** without holding the requisite certification and/or level of experience required for that type of activity; voluntary and unjustified breach of standards of the **Diving Body** that authorises you to teach; the use of any breathing apparatus that has not been maintained in accordance with the manufacturer's specifications.
15. **Policy Schedule**
Means the insurance document providing written confirmation of cover for insurance to the **Policyholder** or to the **Insured** and confirming those details declared to us before the commencement of any insured **Diving Activity**.
16. **Insured/You/Your**
Means the Beneficiary who will benefit from this policy, as being the Policyholder's client as being insured.
17. **Insurer/We/Our/Us**
Means IDA Insurance Limited, DAN Building, Level 1, Sir Ugo Mifsud Street, Ta' Xbiex, XBX 1431, Malta.
19. **Medical Expenses**
Means expenses necessarily incurred by **You** for medical, hospital, surgical, manipulative, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire and other medical evacuation expenses from the location of the **Accident** to the nearest reasonable treatment centre, but not including pharmaceuticals purchased by **You** as an outpatient.
20. **Mental Illness**
Means a condition characterised by the presence of symptoms such as delusions, hallucinations, disorder of thought form, disturbance of mood, or sustained or repeated irrational behaviour, which impairs, either temporarily or permanently, the mental functioning of a person. Examples of **Mental Illness** include, but are not limited to, phobias, stress, depression, anxiety disorders, schizophrenia, eating disorders, addictive behaviour and panic attack.
21. **Period of Insurance**
Means the **Period of Insurance** stated in the **Policy Schedule**.
23. **Policyholder**
Means the **Travel Agency** as defined in this section.
23. **Travel Agency**
defined as the **Policyholder**, means a private retailer that provides private travel arrangements and tourism related services to the **Insured**
24. **Pre-Existing Medical Condition**
Means any medical condition for which **You** have already received medical advice or treatment prior to purchasing this insurance.
26. **Recreational Diving**
Means **Diving Activities** carried out by the **Insured**, whether as a student or not, including:
 - a. Compressed air diving.
 - b. Enriched air "nitrox" diving with fixed percentages up to 40% oxygen.
 - c. Cavern / Cave and Wreck Diving as long as the **Insured** is appropriately trained and certified and the penetration dives are conducted within the natural light zone of a cavern / cave and wreck and the entrance is visible at all times within 40 metres from the surface, including vertical and horizontal distances.
27. **Snorkelling**
Means in-water activity with the use of a mask, snorkel and fins.

28. Terrorism

Means the use of violence for political ends and includes any use of violence for the purpose of putting the public, or any section of the public, in fear. In any action, suit or other proceedings where the **Insurer** alleges that, by reason of the provisions of this clause, any loss, destruction or damage is not covered by this Insurance policy, the burden of proving such loss, destruction or damage is covered shall be upon the **Insured**.

Words in the masculine gender shall include the feminine.

APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY.

1. This insurance does not cover any:

- a. Person aged 75 or over, unless the policy specifically confirms this in writing
- b. Loss, damage, **Bodily Injury**, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured** or breach of any law or enactment by the **Insured** or arising out of **Your Gross Negligence**.
- c. Claims arising out of any **Pre-Existing Medical Condition**.
- d. Claims arising if at the time of purchasing this insurance the Insured:
 - i. Is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance.
 - ii. Have had a cancerous, cardiovascular, cerebrovascular, renal, respiratory, psychiatric or mental condition.
 - iii. Have had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months.
 - iv. Have been taking continuous medication and have had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated.
 - v. Have any medical conditions for which the Insured is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation.
 - vi. Have been advised of a terminal prognosis.
- e. Claim caused by or arising from:
 - i. Wilfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment.
 - ii. **Mental Illness**.
 - iii. Myocardial infarction and its consequences, hernias and the breaking of subcutaneous tendons, unless such diseases are the consequence of an insured external and violent cause.
 - iv. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof.
 - v. Epidemic and pandemic diseases of any kind.
- f. Death, injury, illness or disablement directly or indirectly resulting from, or consequent upon, the **Insured's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the Insured's own criminal act.
- g. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation **Incident** to war.
- h. Warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack.
- i. Insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by governmental or martial authority in hindering or defending against any of these.
- j. Discharge, explosion or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.
- k. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action, or to address ongoing Terrorist Action.

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APPLICABLE TO ALL SECTIONS OF THE INSURANCE OTHER THAN AS STATED HEREIN TO THE CONTRARY.

1. Precautions

The **Insured** MUST:

- a. Take all reasonable precautions to prevent anything happening which may give rise to a claim under this insurance policy and take all requisite steps for safeguarding and recovering any property insured.
- b. Not book or undertake the **Diving Activity** against medical advice.

2. Insurer's Rights in the event of a Claim in respect of all Sections

- a. The **Insurer** shall be entitled, but not bound, to take over and conduct in the name of the **Insured** the defence or settlement of any claim, or to prosecute in the name of the **Insured** for its own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- b. The **Insurer** shall be entitled at any time, in its own name or in the name of the **Insured**, to take action to effect the recovery of all or any part of a claim for emergency **Medical Expenses**, or for securing reimbursement in respect of any claim settled, and the **Insured** shall give the **Insurer** all information and assistance required.

3. Claims

If there are any circumstances that may give rise to a claim under this policy, the **Insured** must follow the procedure 'How to Make a Claim', detailed in Key Information.

4. Fraud or Misrepresentation

If any claim is in respect fraudulent or if there is a misrepresentation or concealment of information by the **Insured**, or any person acting on behalf of the **Insured** to obtain benefits under this insurance policy, all benefits hereunder shall be forfeited.

5. Contracts (Rights of Third Parties) Clause

Neither this insurance policy nor any document issued pursuant to this insurance policy shall confer any benefits on any third parties. No third party may enforce any term of this insurance policy or of any provision contained in any document issued under this insurance policy. This clause shall not affect the rights of the **Insured** (as assignee or otherwise) or the rights of any loss payee.

6. Jurisdiction

The applicable law shall be the law of Malta, unless the **Policyholder** is an EU/EEA resident, in which case the applicable law shall be that of the **Country of Operation** of the **Policyholder**.

7. Pre-existing Medical Conditions

If the consequences of an **Accident** are aggravated by any **Pre-Existing Medical Condition** which **You** had before the **Accident** occurred, the amount of compensation payable in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

8. Uninsured Expenses

If any costs and/or expenses not covered by this insurance policy have been incurred by the **Insurer** on the **Insured's** behalf or any additional or increased costs and/or expenses incurred by the **Insurer** as a result of the **Insured's** failure to comply with the terms, provisions, conditions and limitations of this insurance policy, then the **Insured** shall repay all such costs and/or expenses to the **Insurer** within 30 days of his/her being requested to do so by the **Insurer**.

9. Other Insurance or Indemnities

This insurance policy is a secondary insurance policy which covers **Accident** not covered by another insurance policy. Any other insurance policy that **You** also hold covering the same risk is considered 'Primary Insurance'.

1. The **Insurer** will seek indemnity from any other insurance held by the **Insured** where:
 - a. There is in force insurance covering the same claim, in which case this policy shall apply only in excess of any amount paid under such other insurance, or which would have been paid thereunder had this policy not been effected.
 - b. The **Insured** also seeks to obtain indemnity in respect of the same claim from any other insurance, in which case the **Insurer** will not be liable to pay more than their proportionate share of any such claim, costs and expenses in connection therewith.

10. Data Protection

Personal Information – The **Insurer** in its role as Data Controller may collect, hold and process personal and sensitive data regarding the **Insured** (known as the data subject) for particular purposes as allowed by law. All data will be managed in accordance with the (EU) Regulation 2016/679 GDPR. By accepting this policy, the **Insured** consents to the **Insurer** processing this information and, where required by the **Insurer**, passing this information to third parties in accordance with (EU) Regulation 2016/679 GDPR in order to fulfill its obligations under the policy. The **Insured** may request a copy of the Policy of the Data Controller / Processor, and exercise his/her rights as a data subject in accordance with the (EU) Regulation 2016/679 GDPR.

11. Sanctions

No insurer shall be deemed to provide cover, and no insurer shall be liable to pay any claim, or provide any benefit hereunder, to the extent that the provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

DIVING RISKS

The **Insurer** hereby agrees that if an **Accident** occurs during a **Diving Activity** within the **Period of Insurance** then **We**, the **Insurer**, will pay to, or on behalf of, the **Insured** reasonable **Medical Expenses** incurred as a result and the death or disability benefits after the total claim shall be substantiated.

You will be covered during **Recreational Diving** for the following expenses as long as, in **Our** opinion following consultation with **Our** Medical Officers, these expenses are medically necessary and the costs reasonable.

In respect of coverage under this Section, the definition of **Diving Activities** is deemed to include:

- a. Assembly/disassembly and checking of diving equipment.
- b. Kitting up with and kitting off from diving equipment.
- c. Loading and unloading of diving equipment onto a means of transport for the purpose of directing oneself towards or from a dive location.
- d. Embarkation or disembarkation onto/from a dive boat.

1 EMERGENCY MEDICAL EXPENSES & REPATRIATION

1. **Medical Expenses** the **Insured** will have to pay or which **We** may elect to pay on the **Insured's** behalf. These expenses must be for first aid, medical, surgical, hyperbaric and hospital or clinic charges, emergency dental treatment, emergency transport by ambulance (or other rescue service to take **You** to the hospital or clinic), nursing home and nursing costs.
2. Rescue costs following a diving related accident only (including cave diving).
3. Extra accommodation (room costs only) and travel expenses in case of disruption of travel plans following an indemnifiable diving related **Accident**, for the **Insured** and up to one travelling companion or travel partner.

Furthermore, if as a result of an **Accident**:

4. **Our** Medical Officers consider prescribing specialised Medical Care including early post-acute care, rehabilitation and post-traumatic stress therapy, **We** will indemnify **Insured** for these treatment costs up to the limits stated in the **Policy Schedule** and within the **Country of Operation** of the **Policyholder**.
5. If the **Insurance Certificate** indicates "Repatriation" as included, **We** will pay for emergency medical repatriation of an insured convalescing patient and repatriation of an insured's mortal remains with **Our** prior approval and confirmation in writing.

3 EXCLUSIONS APPLICABLE TO COVERAGE SECTION: DIVING RISKS

This Section does not cover any **Accident** directly or indirectly arising out of, or consequent upon or contributed to by:

1. The **Insured** engaging in or taking part in any activity:
 - a. For naval, military or air force services or operations.
 - b. For spearfishing with the use of breathing apparatus of any kind, or carried out in an area where such activity is a breach of local regulations.
 - c. For professional fishing.
 - d. For record breaking attempts of any type, apart from those records which are inadvertently broken through participation in an official, organised competition.
 - e. Outside the definitions of **Recreational Diving**.
 - f. Related to Commercial Diving and **Professional Diving**.
2. Use of underwater transport craft whether or not under the control of or being used by the **Insured**, except for underwater scooters for individual use.
3. Pregnancy of the **Insured** and its consequences.

4 CONDITIONS APPLICABLE TO COVERAGE SECTION: DIVING RISKS

1. If an **Insured** shall engage in any of the excluded **Diving Activities** which expose the **Insurer** to greater risk, without first notifying the **Insurer** and obtaining its written agreement to the amendment of this Section (subject to the payment of such additional premium as the **Insurer** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising therefrom.
2. Should the national health service not provide medical services for **Accidents** arising from **Diving Activities**, **Your Medical Expenses** shall be incurred by us. Nevertheless, **we** reserve the right to organise a transfer from a private medical facility to a public facility where appropriate.
3. If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
4. Notice must be given to the **Insurer** as soon as reasonably practicable of any **Accident** which causes or may cause Medical Expense and the **Insured** must as early as possible place himself under the care of a duly qualified medical practitioner. Prior to considering a claim for death benefits, a 'cause of death' certificate and an autopsy report will need to be provided to us whenever **we** consider it necessary.
5. **We** shall not incur any telephone, mobile, internet costs or other expenses incurred to prepare or submit a claim against **Us**.