General information and overview of benefits available under the dive card/travel card

The information which follows provides you with an initial overview of the insurance benefits included under the aqua med dive card. This information is not conclusive. For the full policy terms, please refer to the respective card policy agreed in each case (this also includes the agreed sums insured and the names of the insured person(s)) and to the aqua med conditions of insurance (containing the legally applicable precise definitions), which comprise both a General Part (General Conditions of Insurance (GIC)) and the Specific Conditions of Insurance for Overseas Health Insurance (THI) and Diving Accident Insurance (DAI). Should you have any queries, the insurer ACE European Group Limited will be happy to assist.

1. Type of insurance: The aqua med dive card includes a travel health insurance and a diving accident insurance. The travel card only includes a travel health insurance.

2. Insured risk	**Description**	**Benefits**	**3. Excluded perils** (extracts) **4. Exclusions & limitations of cover** (extracts)
Travel Health Insurance for up to 56 days			
Specific benefits for divers	- hyperbaric hamber therapy - other treatment costs following a diving accident in your home country	unlimited max. € 15,000 *(sub-sec. 2.4.2 DAI)*	Exclusions *(sub-sec. 6 AVB + 3 THI)* cf. below
Travel health insurance as per Conditions of Travel Health Insurance (THI)	- dental treatment	max. € 350 *(sub-sec. 2.1.2.1.10 THI)*	Exclusions *(sub-sec. 6 AVB + 3 THI)* pre-existing illnesses, alcohol & drugs, health screening, cosmetic treatment, practitioners of alternative medicine etc.
	- psychiatric treatment	max. 30 sessions (outpatient) or 60 days (inpatient) *(sub-sec. 3.14 THI)*	
	- guarantee to meet the costs of hospital charges subject however to approval	max. € 12,500 *(sub-sec. 2.1.2.2.4 THI)* unlimited	
	- search, rescue or recovery operations	max. € 10,000	
	- standard repatriation of mortal remains or overseas funeral	max. € 7,500 *(sub-sec. 2.1.4 THI)*	
	- ambulance and repatriation expenses	unlimited	
	- other expenditure on treatment overseas	unlimited	
Diving accident insurance (DAI)			
Diving accident insurance as per Conditions of Diving Accident Insurance (DAI)	Sports diving accidents occurring worldwide, i.e. when putting on and removing diving equipment, when loading and unloading diving equipment, when embarking and disembarking, during a dive, during breaks between dives on the dive boat, during the process of filling the scuba tanks. The dive card professional offers cover for professional diving also.	Disability benefit € 25,000 increasing in increments up to 225%, i.e. € 56,250 in case of total disability Benefit in the event of death € 5,000 *(sub-sec. 2 Accident Insurance Conditions)*	Excluded perils *(sub-sec. 1.3 & 1.4 & 4 DAI)* sickness & signs of physical wear & tear (e.g. back conditions, strokes, heart attacks); deliberate self-harm (including suicide). Limitation / exclusions *(sub-sec. 3 & 4 DAI)* Reduction in benefits if sickness caused the consequences of the accident to be made worse. alcohol, drugs, emotional reactions; dives - during which provisions of the accident prevention regulations for diving work (Taucherarbeiten) are grossly negligently disregarded; - in which the generally accepted recommendations of major sports diving organisations are disregarded - during which breathing gases other than compressed air or nitrox are used and the diver has had no training for this. - made for explosive substances.
General exclusions *(sub-sec. 6 GIC)*: acting with intent, committing a crime, various occupational risks, e.g. artists, combat divers/army divers.			

5. The amount of your premium, when you need to pay it and what happens if you miss a payment or make a late payment

The annual premiums are as follows:

dive card basic	**45.00 €**	dive card professional	**139.00 €**
dive card family	**98.00 €**	travel card	**25.00 €**

- The initial premium is not due until 2 weeks after you receive the dive card, together with all the contractual documentation.
- If you have made arrangements with aqua med to pay by direct debit, please ensure you have sufficient funds in your account to permit the agreed payments to be collected.
- If you fail to pay the initial premium on time, the benefits under the dive card and the insurance coverage specified therein can only start to be provided once we have received the late payment - and aqua med may withdraw from the policy.
- If you fail to pay a subsequent premium on time, aqua med will send a reminder. If you then fail to pay within 2 weeks, the benefits under the dive card, and your insurance coverage, shall cease and the dive card policy shall be terminated.

6.-7. Obligations are duties which you must perform without fail (at the time of the conclusion of the contract, during the contract term, and whenever benefits are paid) to ensure that you do not forfeit the insurance coverage in full or in part.

8. Your obligations during the contract term and consequences of any breach of these obligations *(sub-sec. 10 GIC)*

If you change your address or your name, please let aqua med know, so that that any correspondence can be forwarded to you on a timely basis.

Otherwise, all communications shall be deemed to have been received by you 3 days after their dispatch.

9. Your obligations after an insured event and consequences of any breach of these obligations *(sub-sec. 4 & 5 GIC & Specific Conditions of Insurance)*

- Notify aqua med as soon as possible
- Consult a physician as soon as possible and follow his instructions
- Any accidental death must be notified to aqua med or ACE within 48 hours.

This might otherwise lead to the forfeiture of the insurance coverage in full or in part.

10. Inception and expiry of your insurance coverage *(sub-sec. 3 GIC & 1.3 THI)*

- Inception: when the card policy with aqua med becomes valid.
- Expiry: when the card policy expires. The overseas health insurance expires on the 57th day of travel. If you are unable to return home earlier than this for medical reasons, coverage is extended for up to 180 days.

11. Options for terminating the aqua med card policy

The card policy runs for 1 year and the policy will be automatically renewed for a further year unless notice of termination is given no later than 2 weeks prior to the policy expiry date.

aqua med (version 01/2009)

Insurance Conditions and General Contract Information, including Information on Data Processing

This English translation may be used for information purpose only, the German version prevails in case of litigation.

Part 1

General Insurance Conditions and Contract Information

The General Insurance Conditions apply in addition to all other Special Conditions of Insurance set out below, which form the basis of the insurance contract.

The insured persons

1 Who is insured and where?

1.1 Customers with a valid aqua med contract and where applicable with corresponding contracts other insured persons (e.g. family members) are insured.

1.2 As the insurer, ACE European Group Limited, Direktion für Deutschland, provides the contractually agreed insurance benefits.
The benefits agreed are set out in the following Special Conditions of Insurance.

2 What are the legal relationships between the parties to the contract?

2.1 The insured persons may claim benefits under the insurance by contacting ACE directly with-out aqua med's consent. We will make payment directly to the insured person or, in the event that the insured person is deceased, to his heirs or beneficiaries.

2.2 aqua med is the policyholder and is therefore ACE's contractual partner. Aqua med is solely entitled to exercise any other rights arising from the contract.

2.3 Insurance claims may be neither transferred nor pledged prior to maturity without our con-sent.

The term of cover

3 When does the insurance cover commence and terminate?

3.1 Duration of the insurance cover
Insurance cover exists for as long as your aqua med contract is valid.
Insurance cover for individual benefits may be subject to time limits. Please take note of the information contained in the Special Conditions of Insurance.

3.2 Suspension of insurance cover during military deployments
Insurance cover for the insured person will be suspended as soon as he commences service in a military or similar formation involved in a war or warlike deployment between the countries of China, Germany, France, Great Britain, Japan, Russia or the USA. Insurance cover will be rein-stated as soon as we receive your notification of the end of service.

The insured event

4 What must be done if an insured event occurs? (Obligations)
Without your cooperation we will be unable to provide our benefits.

4.1 Within the meaning of this contract, an insured event is an event which causes a loss covered by the insurance.

4.2 Assistance benefits are provided by aqua med. In order to allow for the best possible treatment and if necessary a direct billing declaration it is advisable to inform aqua med as early as possible in the event that benefits be-come payable.

4.3 The obligations to be met following the occurrence of an insured event are as stated in Clause 4.4 and in the Special Conditions of Insurance.

4.4 In principle, there is an obligation:

4.4.1 to avoid or mitigate the loss, where possible;

4.4.2 to inform us immediately, in a truthful and complete manner, of all the details of circum-stances which could result in an obligation to provide any benefit;

4.4.3 to complete truthfully the "Notification of an insured event" form sent to you by us and to return it to us without delay;

4.4.4 any additional relevant information requested by us must be truthfully provided;

4.4.5 to permit us to conduct any reasonable investigation into the cause of the loss and into the amount of benefit to be provided by us;

4.4.6 to follow our instructions;

4.4.7 to arrange for the production of documents re-quested by us to verify the claim, particularly invoices for costs and medical certificates;

4.4.8 to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory health insurance, trade associations and authorities to issue all the information required for an assessment of the risk for which a benefit is to be provided and of the obligation to provide such benefit.
You may at any time request that data only be collected where consent has been obtained for each individual collection.

4.4.9 to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and to have the report certified;

4.4.10 to inform us of the existence of other insurance providing cover for the insured event in question and of claims made and indemnity payments received under such insurance, and to inform us of other third parties' obligations to provide compensation.

4.5 There are further deadlines which must be met for individual types of benefit and these are as set out in the Special Conditions; however, they do not refer to obligations, but rather to prerequisites which must be met before a claim can be made.

5 What are the consequences of a failure to meet obligations?

5.1 If an obligation provided for in Clause 4 is intentionally breached, you will forfeit insurance cover. In case of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence. These two conditions shall only apply if we have drawn your attention to

such legal consequences by means of a separate communication in writing.
If you can prove that you did not breach the obligation through gross negligence, you will retain insurance cover.
You will also retain insurance cover if you can prove that the breach of the obligation did not cause either the occurrence or determination of the insured event or the determination or scope of the benefit payable. This does not apply if you have acted fraudulently in breaching the obligation.

5.2 These provisions apply irrespective of whether we exercise any right to give notice to which we are entitled as the result of the breach of a pre-contractual duty of disclosure.

5.3 If aqua med is not informed in a timely manner in the event that benefits become payable, then aqua med shall not be held responsible for any delay or hindrance with the provision of the benefits.
This also applies in relation to:
Lo mismo se aplicará cuando se dieran las circunstancias siguientes

- acts of war or civil war;
- civil disturbances, strike, rioting, terrorism or other acts of violence;
- government agency orders;
- disasters.

6 When is there no insurance cover or restricted insurance cover? (Exclusions & Restrictions)

6.1 Apart from the restrictions and exclusions listed in the Special Conditions of Insurance, there is on principle no insurance cover for losses:

6.1.1 caused deliberately by the insured person;

6.1.2 which the insured person causes as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;

6.1.3 including their consequences as well as for accidents which are caused either directly or indirectly by acts of war or civil war.
There will however be insurance cover if the insured person is unexpectedly affected by acts of war or civil war whilst travelling abroad.
The insurance cover will expire at the end of the seventh day following the outbreak of a war or civil war in the territory of the state in which the insured person is staying
The extension does not apply to travel to or through states in whose territory war or civil war is already being waged. Neither will it apply to active participation in war or civil war or for losses or accidents caused by nuclear, bio-logical and chemical weapons and in connection with any war or warlike conditions between China, Germany, France, Great Britain, Japan, Russia or the USA.

6.1.4 caused by atomic energy;

6.1.5 during the practice of the following professions / occupations:

- artist, stuntman, animal tamer;
- persons who work underground in the mining industry;
- detonation and clearance personnel, as well as munitions detection personnel;
- professional, contract and licensed sports-man (including racing driver and jockey);
- military diver or other diver employed by the Federal Armed Forces or any other army;
- work for or on behalf of a commercial operation (e.g. builder, oil rig worker, civil engineering works, recovery of people or goods etc.), excepting diving schools;

6.1.6 and, unless carried out under appropriate professional contracts, during the practice of the following professions / occupations:

- police diver and fire brigade diver;
- professional diver;
- diver in commercial search and rescue operations.

However, commercial divers, such as diving instructors, diving teachers, underwater photographers, biologists or professional divers with similar occupations, are insured if the type of occupation is declared on the application.

6.2 Treatments in clinics whose invoices we have excluded from reimbursement for significant reasons are not insured.

6.3 Insured benefits which are covered under both the aqua med diver accident insurance policy and the aqua med overseas travel health insurance policy may only be settled under one policy and not under both policies simultaneously.

7 What applies to claims against third parties

7.1 If indemnity can be claimed for an insured event under another insurance contract (e.g. health insurance, statutory social insurance benefits, other insurers or persons), the other contract will take precedence over this insurance contract.
If the insured event is notified to ACE first, we shall provide advance benefits.

7.2 If the insured person as a citizen and/or resident of the European Union travels within the European Union, the said insured person must arrange for the issue by his health insurance fund of a form E111 or of the European Health Insurance Card prior to departure.

8 When are benefits payable?

8.1 If our obligation to provide a benefit is established in principle and as regards the amount, then payment of the benefit must be made within two weeks unless stipulated to the contrary in the Special Conditions.

8.2 Our obligation will be deemed to have been met once the amount in Euros has been transferred to a European financial institution.

8.3 Interest is payable on the indemnity at a rate of 5 percentage points above the base rate of the ECB p.a. if we or any organisation commissioned by us fail(s) to pay such indemnity within one month of the due date.

9 In which currency are benefits paid?

We pay insurance benefits in Euros (€).
Costs incurred in other currencies will be converted into € at the rate of exchange applicable on the day on which we receive the supporting documentation. For currencies required to pay invoices, the daily rate for traded currencies will be the official rate of exchange in Frankfurt, whilst the rate from the latest edition of "Währungen der Welt", published by the Deutsche Bundesbank, Frankfurt, will apply to non-traded currencies unless you present a document supplied by your bank supporting the fact that you purchased such currencies at a less favourable rate.

Other provisions

10 What must be observed when communicating with us?

What happens if you change your address?

10.1 All notices and declarations intended for us should be sent to

- aqua med or
- the headquarters/ head office of ACE.

10.2 If you fail to notify us of a change of address, the dispatch of a registered letter to the last address known to aqua med will suffice for the purposes of a declaration of intent to be made to you. The declaration will be deemed to have been delivered three days after the dispatch of the letter.
The same applies if you should change your name.

General contract information

11 Information about the insurer

11.1 **Address**
ACE European Group Limited
Direktion für Deutschland
Registered in the companies register under number: HRB Frankfurt 58029
Lurgiallee 10, 60439 Frankfurt am Main.
Telephone:+49 (0)69 75613 0
Facsimile: +49 (0)69 75613 252 www.aceeurope.de

11.2 **Company's head office**
The Company's head office is in London, United Kingdom.

11.3 Legal form:
Limited (Ltd.), private limited company under English law.

11.4 **Legal representative**
The legal representative of ACE European Group Limited, Direktion für Deutschland, is Dr. Dankwart von Schultzendorff, Frankfurt.

11.5 **Principal business activity**
Operating in all classes of property and personal insurance (but not life insurance or substitute health and legal expenses insurance), reinsurance business and provision of all kinds of insurance.

12 Information on the insured benefits

12.1 **Main features / Legal basis**

12.1.1 The basis of the insurance contract between aqua med and ACE consists of these insurance conditions incorporating our tariff provisions, the insurance policy received by aqua med and the Insurance Contract Act as amended.

12.1.2 This insurance policy insures you when you are abroad for accidents and illness and / or, depending on the contract, for diving accidents providing the benefits which are agreed and defined in the Special Conditions of Insurance and which become payable in accordance with Clause 8. ACE provides the insurance benefits which are contractually agreed with aqua med within the scope of these insurance conditions.

12.2 **Period of validity**
We may change these insurance conditions at any time.

12.3 **Which law is applicable?**
German law applies to this contract.

12.4 **Which court has jurisdiction?**

12.4.1 The place of jurisdiction for all claims against ACE arising under the insurance contract will be Frankfurt am Main. If you are a natural person, the court in whose district you have your place of residence when the claim is brought or, in the absence of such place of residence, your customary place of abode, also has local jurisdiction.

12.4.2 If you are a natural person, claims against you arising under the insurance contract must be brought before the court that has jurisdiction over your place of residence or, in the absence of such place of residence, your customary place of abode. If you are a legal person, the court of jurisdiction will be where you have your registered office or your place of business.

12.4.3 If your place of residence, registered office or place of business is in a country outside the European Union, Iceland, Norway or Switzerland, the place of jurisdiction will again be Frankfurt am Main.

13 Complaints

13.1 **Ombudsman**
ACE is a member of the Insurance Industry Ombudsman Scheme (Verein Versicherungs-Ombudsmann e.V.). You may therefore (with the exception of Overseas Health Insurance) access the free of charge, out-of-court arbitration procedure. The Insurance Ombudsman can currently consider cases with an amount in dispute of up to € 80,000.00.
We undertake not to refer matters to court and to accept the ombudsman's ruling for decisions up to an amount of €5,000.00.
Your right to choose to take legal action remains unaffected by this.
The insurance ombudsman can be contacted
atbeschwerde@versicherungsombudsmann.de
Postfach 080632, 10006 Berlin.

13.2 **Supervisory authorities**

13.2.1 **Supervisory authorities responsible**
ACE European Group Ltd. is regulated by the Financial Services Authority (FSA),
25 The North Colonnade, Canary Wharf,
London E14 5HS, www.fsa.gov.uk
The German Office is regulated by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungen),
Graurheindorfer Str. 108, 53117 Bonn. www.bafin.de.
Tel.: +49 (0)228 41080.

13.2.2 **Right of complaint**
You may also address complaints to the Federal Financial Supervisory Authority using the above contact details.

Data Processing Information Sheet.

14 Preliminary remarks

Today, insurance companies can only work with the aid of electronic data processing (EDP). This is the only way in which contractual relationships can be handled correctly, quickly and economically. EDP also offers the insured community better protection from misuse than the former manual system.
Processing personal data which has been provided to us is regulated by the Federal Data Protection Act (BDSG), according to which the processing and use of data is only permitted if the BDSG or another statutory provision allows it or if the person concerned has agreed.
The BDSG always allows the processing and use of data if this takes place within the scope of the specific purpose of a contractual relationship or of a mutual trust similar to a contract or if it is necessary for protecting the justified interests of the party storing the data / storage place and there are no reasons for assuming that the affected person's interests worth protecting do not outweigh the exemption from processing or use.

15 Declaration of consent

Irrespective of this requirement to rank interests in individual cases and with a view to a secure legal basis for data processing, a declaration of consent in accordance with the BDSG has been included in your insurance application. This applies beyond the termination of the insurance contract and ends either upon refusal of the application or upon your revocation, which can be given at any time, except with life insurance and accident insurance.
If the declaration of consent is completely or partially deleted when the application is made, this could possibly lead to the contract not being concluded. Despite revocation or the complete or partial deletion of the declaration of consent, data may be processed and used within the limits allowed by statute as set out in the preliminary remarks.

16 Declaration of discharge from the duty of confidentiality

In addition, the disclosure of data which, as in the medical profession, is subject to professional confidentiality, requires the express consent of the affected party (discharge from the duty of confidentiality). With life, health and accident insurance (personal insurance), the application or the notice of claim / benefit therefore also contains a clause discharging the parties from the duty of confidentiality.
Some important examples of the processing and use of data are set out below.

16.1 **Data storage by your insurer**
We store data necessary for the insurance contract. Firstly, this consists of your information from the application (application data). In addition, actuarial data relating to the contract is held such as customer number (partner number), insured amounts, term of insurance, premium, bank details and, if necessary, third party details, e.g. broker, loss adjuster or doctor (contract data). In the case of an insured event, we store your loss information and, if necessary, we also store third party information, e.g. the degree of incapacity determined by a doctor.

16.2 **Disclosure of data to re-insurers**

In the interests of its policyholders, an insurer will always take into consideration any adjustment to the risks it has assumed. For this reason, we cede part of the risks to both domestic and foreign reinsurers in many cases.
These reinsurers also require corresponding actuarial information from us, such as policy number, premium, type of insurance coverage and risk, risk loading and, in individual cases, your personal details. If reinsurers participate in the risk assessment and loss adjustment, they will also be provided with the appropriate documents.
In individual cases the reinsurers use further reinsurers, to whom they also disclose corresponding data.

16.3 Disclosure of data to other insurers

According to the Insurance Contract Act, the insured must inform the Insurer of all circumstances which are relevant to the risk assessment and loss adjustment when making an application, upon any endorsement to the policy and in the event of loss. This includes e.g. information relating to previous illnesses and insured events or information about other similar insurance policies (applied for, existing, rejected or cancelled). In order to avoid insurance fraud, to clarify possible inconsistencies within the insured's information or in order to close gaps in the assessment of accrued losses, it may be necessary to ask other insurers for information or to provide corresponding information upon request.
An exchange of personal data between the insurers is also necessary in certain circumstances (double insurance, statutory subrogation and loss sharing agreements). This entails the disclosure of data relating to the affected person such as name and address, car registration number, type of insurance coverage and risk, or information relating to loss, such as amount of loss and date of loss.

16.4 Central reference system

When examining an application or a loss, it may be necessary either for the purposes of risk assessment, for further clarification of the facts or for avoiding insurance fraud, to make enquiries of the responsible trade association or of other insurers. It may also be necessary to respond to corresponding enquiries made by other insurers. For this reason, there are central reference systems, that can be pursued with the aid of the respective system, i.e. only if specific preconditions are fulfilled.
Example: accident insurers:

- notification of considerable breach of the pre-contractual duty of disclosure,
- refusal of benefits due to intentional breach of duty in an insured event, due to feigning an accident or the consequences of an accident,
- extraordinary cancellation by the insurer after providing benefits or commencing proceedings for benefits.

Purpose: Risk assessment and uncovering insurance fraud.

16.5 Data processing by aqua med

aqua med processes and uses your personal data within the scope of this contract. As a medical establishment, aqua med employees and aqua med doctors are subject to medical confidentiality according to §203 of the German Criminal Code. Only such personal data which are necessary for the administration of the contract and processing benefit payments are therefore forwarded to ACE.
Expressly no medical information is forwarded, particularly if this has been provided to aqua med in advance e.g. within the scope of medical emergencies.
aqua med is legally and contractually obliged to observe the provisions of the BDSG and its specific duties of confidentiality (e.g. medical professional confidentiality and data secrecy).

17 Further information and explanations of your rights

As the affected party under the Federal Data Protection Act, you have a right to information and, under certain conditions, a right to the correction, barring or deletion of the data stored in your file, in addition to the aforementioned right of revocation.
Please contact your insurer's data protection officer for any further information or explanations. Always contact your insurer as well with any request for information, correction, barring or deletion of data stored by the re-insurer.

Specific Conditions of Insurance (Part 2 - 3)

The following Specific Conditions of Insurance take precedence over the General Insurance Conditions.

Part 2

Conditions of Overseas Health Insurance

The Overseas Health Insurance Conditions apply to health insurance with emergency assistance services in case of accident/injury, illness and death, and of other emergencies abroad.
They apply exclusively in conjunction with the General Insurance Conditions.

1 What is insured when and where?

1.1 The object of the insurance is the reimbursement of costs accrued by the insured person during a journey abroad as long as a third party (e.g. another insurer, statutory health insurance)

- is not under an obligation to provide benefit or
- disputes his obligation to provide benefit or

has provided benefit but this was not enough to settle the costs.

1.2 The national territory in which the insured person has his usual place of residence is deemed not to be abroad.

1.3 The insurance cover is valid for journeys abroad with a duration of up to 56 consecutive days. If the journey abroad lasts for longer than 56 consecutive days, the insurance cover automatically expires as of the 57th day.
If it is not possible to undertake the return journey by the agreed time due to medical reasons, the obligation to provide benefit will extend for a maximum of 180 days.

2 What benefits are insured?

2.1 Illness / Accident / Injury / Death

2.1.1 Scope of cover

2.1.1.1 Insurance cover exists upon the occurrence of a medical emergency, i.e. bodily injury or a sudden and unforeseen illness suffered by the insured person during a journey abroad necessitating immediate inpatient or outpatient treatment by a recognised doctor which cannot be postponed until he has returned to his country of residence.
Your attention is drawn to the exceptions in Clause 3.

2.1.1.2 Pregnancy
Examinations and medical treatment due to pregnancy are also insured events if there is an unforeseen acute worsening of the health of the mother or of the unborn child.

2.1.1.3 Within the scope of the contract, we pay for types of medical examinations or methods of treatment and medically prescribed medication, which:

- are predominantly recognised by conventional medicine;
- have proved to be just as successful as conventional medicine in practice or which are used because no conventional methods or medication are available. However, we are entitled to reduce our benefits to the amount that would have accrued had available conventional methods and medication been used;
- correspond to the usual health insurance standard in the host country (if Germany is the host country costs corresponding to the scale of fees for doctors for outpatient treatment; shared wards without optional extras in hospitals; no private treatment).

2.1.1.4 The insured event begins with the damage to health and ends when, according to medical opinion, there is no longer any need for treatment.
A new insured event occurs if treatment needs to be extended to an illness or the consequences of an accident not causally connected to that which was previously treated.

2.1.2 **Insured benefits**
If the insured person falls ill or suffers an accident, the following benefits shall be provided.

2.1.2.1 **Treatment costs**

2.1.2.1.1 Reimbursement of the costs of medically reasonable treatment as a result of an illness or accident/injury.
The following are deemed to be treatment within the meaning of this provision:

2.1.2.1.2 medical diagnosis and treatment;

2.1.2.1.3 medically prescribed medication and dressings. Food, nutritional supplements and cosmetic preparations are not deemed to be medication even if they are medically prescribed;

2.1.2.1.4 medically prescribed radiation, light and other physical treatments;

2.1.2.1.5 medically prescribed aids which become necessary as a consequence of an accident and are used in the treatment of the accident consequences;

2.1.2.1.6 X-ray diagnosis;

2.1.2.1.7 inpatient treatment insofar as this is provided in an institution which is generally recognised as a hospital in the country in which the insured person is staying, which is under constant medical administration, has adequate diagnostic and therapeutic facilities at its disposal, works according to the scientific methods generally recognised in the country of residence and keeps medical records;

2.1.2.1.8 transport to and from the nearest hospital or doctor appropriate for the treatment;

2.1.2.1.9 operations;

2.1.2.1.10 analgesic dental treatment including simple fillings (in Germany up to 1.7 times the dental or medical fee schedule) and, in the event of damage to dental prostheses, measures for repairing the chewing function and for the protection and preservation of the remaining dental substance;

2.1.2.1.11 in the event of a diving accident, the costs for hyperbaric chamber treatment as well as the costs of any extended hotel stay necessitated by the hyperbaric chamber treatment shall be borne,

2.1.2.2 **Hospital stays;**

2.1.2.2.1 Making contact between the treating doctor and the General Practitioner as well as transferring information between the doctors concerned;

2.1.2.2.2 informing relatives as desired;

2.1.2.2.3 referral to a specialist doctor with a bedside consultation if this is medically necessary;

2.1.2.2.4 guarantee of meeting the hospital's costs (see 2.1.2.1.7), limited to the agreed sum;

2.1.2.2.5 in the event of a serious accident, unexpected serious illness or if your hospital stay lasts longer than 10 days: meeting the travel or flight costs (economy class) for one return journey to the hospital for one person close to the insured person. Accommodation costs shall not be met.

2.1.2.3 **Transport of the patient**

2.1.2.3.1 Organisation

- of the patient transport set out under Clause using a medically appropriate means of transport;
- of accompaniment by a person close to the insured person, if this is technically feasible.

2.1.2.3.2 Meeting the costs up to the agreed sum for the medically reasonable transport of the insured person by means of a medically appropriate means of transport (ambulance or aircraft), if necessary under normobaric conditions. The decision as to whether the insured person is transported by land or air shall be made by aqua med in coordination with the treating doctor. The following are insured:

- transport to and from the nearest doctor, hospital, specialist hospital, treatment centre or hyperbaric chamber appropriate for treatment;
- return transport to the nearest appropriate hospital to the residence of the insured person as soon as such return transport is medically advisable and reasonable as well as transport for any transfers necessary for this.

2.1.3 **Search, rescue or recovery operations**

2.1.3.1 Organisation of searches for and rescue / recovery of injured persons, insofar as such operations are not undertaken by local authorities or other aid organisations.

2.1.3.2 Meeting costs up to the agreed sums for search, rescue or recovery operations organised by public or private rescue services if fees are usually charged for such services.

2.1.4 **Death**
If the insured person dies whilst travelling during the term of the contract, the following alternative benefits shall be provided:

2.1.4.1 <u>Repatriation</u>
Organisation and meeting the costs of the repatriation of the remains.

2.1.4.2 <u>Funeral</u>
Organisation and meeting the costs of the funeral abroad.

3 In which cases is insurance cover excluded?

In addition to the exclusions set out at Clause 6 of the General Insurance Conditions, no insurance cover exists for:

3.1 illnesses, including their consequences, which had already been diagnosed (including suspected diagnosis) or of which the insured person already had knowledge before the start of the journey as well as accidents which occurred before the start of the journey and their consequences.
In derogation from this, there is an obligation to provide benefit for treatment to relieve any acute worsening of health which may occur unforeseen during the journey;

3.2 losses if there is a high probability that these were foreseen by the insured person;

3.3 treatment abroad which was the sole reason or one of the reasons for undertaking the journey;

3.4 foreseeable or planned examinations for pregnancy, childbirth or abortion and the consequences of these procedures. However, the treatment of pregnancy complications such as treatment for miscarriage or premature birth is insured;

3.5 losses which are attributable to causes of which the insured person had knowledge before the start of the stay abroad;

3.6 treatment or accommodation necessitated by long-term illness or the need for nursing care or accommodation;

3.7 spa and sanatorium treatments and rehabilitation measures;

3.8 outpatient treatment in a spa or health resort. The restriction is waived if the treatment is necessitated by an accident which occurred at that location. It shall be waived in cases of illnesses if the insured person was only staying at the spa temporarily and not for the purposes of treatment;

3.9 withdrawal measures including withdrawal treatment;

3.10 alcohol, drug or solvent abuse or insured events which occur as a result of being under the influence of alcohol or drugs (with the exception of the benefits set out at 2.1.4);

3.11 abortions, unless medically indicated;

3.12 examinations or treatment for disorders of or damage to the reproductive organs unless such treatment is necessitated by an accident;

3.13 treatment by spouses, parents or children as well as by members of the host family with which the insured person is staying. Substantiated material expenses will be refunded;

3.14 psychoanalytical and psychotherapeutic treatment.However, psychiatric treatment for acute psychiatric illness is insured;

3.15 treatment aids (e.g. glasses, insoles, compression stockings etc. as well as health requisites such as heat lamps and thermometers);

3.16 certificates, reports and examinations for the purposes of obtaining a residence permit;

3.17 preventive examinations and check-ups (e.g. cancer screening, vaccinations, laboratory screening and allergy tests);

3.18 cosmetic treatments (including e.g. acne, hair loss, mole and wart removal);

3.19 dental prostheses, pivot teeth, inlays, crowns and orthodontic treatment;

3.20 computed tomography, magnetic resonance imaging and scintigraphy, unless consent has been given by the insurer or aqua med;

3.21 physiotherapy unless after an accident;
3.22 treatment by practitioners of alternative medicine;
3.23 expenses incurred by methods of treatment and medication which are not generally scientifically recognised either in the country of residence or in the country in which the insured person is staying;
3.24 treatments or other measures which exceed what is medically necessary. In such a case we are entitled to reduce the benefit to a reasonable amount.

4 What applies to the provision of insured benefits?

4.1 **Financial benefits**

4.1.1 We are only under an obligation to provide benefit if
- the original invoices or
- copies with confirmation as to benefits granted from another insurer are presented and the requested evidence, particularly officially certified translations, are provided. These documents become our property.

4.1.2 All documents must contain the forename and surname of the person receiving treatment as well as the name of the illness and the individual medical services with dates of treatment. Receipts must clearly indicate the medication prescribed, the price and confirmation of payment. In the case of dental treatment, the evidence must identify which teeth were treated and the treatment carried out on them. Benefits provided or refused by other insurers must be substantiated in accordance with Clause 4.1.

4.1.3 Costs incurred will be refunded after deducting any savings made, refunds etc.

4.1.4 We are entitled to provide benefits to the person delivering or remitting the proper evidence.

4.1.5 Translation costs may be deducted from the benefits.

4.1.6 Benefits paid by third parties shall be deducted from benefit payments arising from this contract according to Clause 7 of the General Insurance Conditions.

5 What must be observed following an insured event? (Obligations)

5.1 **In addition to the obligations set out under Clause 4 of the General Insurance Conditions the insured person shall:**

5.1.1 inform us of any hospital treatment within 10 days of its commencement;

5.1.2 claim insurance benefits from us in writing;

5.1.3 be examined by a doctor instructed by us if so requested;

5.1.4 report any instances of theft, robbery or loss of travel funds and travel documents to the appropriate authorities.

5.2 **Consequences of breach of obligations**
Please refer to Clause 5 of the General Insurance Conditions for the consequences of breach of obligations.

Part 3

Conditions of Diver Accident Insurance

The Conditions of Diver Accident Insurance only apply in conjunction with the General Insurance Conditions

Scope of the insurance

1 What is insured?

1.1 We provide insurance cover for accidents which the insured person suffers during the period of validity of the contract.

1.2 The insurance policy covers accidents which occur worldwide and only applies in the event of accidents:

1.2.1 which are directly linked with sports diving, i.e.:
- putting on and removing diving equipment;
- on the direct route from the diving base or the place at which the diving equipment is stored to the dive access point or boarding the means of transport which carries the diver to the dive site, and back;
- loading and unloading the diving equipment into or out of the means of transport directly before or after a dive;
- embarking or disembarking the means of transport directly before of after a dive;
- during a dive in all waters;
- during the breaks between two dives on the dive boat;
- during the process of filling the scuba tanks.

1.2.2 and if agreed whilst carrying out the profession of diver including the direct route to and from the place of work. Insurance cover lapses if the normal duration of the route is extended or the route itself is interrupted by purely private and commercial actions (e.g. by purchasing, visiting public houses for private reasons).
Professional accidents are those deemed to be accidents within the meaning of the Social Security Code (Sozialgesetzbuch) VII as work-related accidents within the meaning of the civil service law regulations (Beamtenrechtliche Versorgungsvorschriften). In the event of doubt the decision of the statutory accident insurance provider or the agency responsible for work-related accidents shall be binding.

1.3 It is deemed an accident if the insured person involuntary suffers a health impairment due to an external event which suddenly affects his body (accident event).

1.4 It is also deemed an accident:

1.4.1 if, due to excessive exertion on the limbs or the spine:
- a joint is sprained or
- muscles, tendons, ligaments or joint capsules are strained or torn;

1.4.2 **and:**
- drowning or asphyxia occurs under water;
- damage to health typical to diving (decompression sickness, barotrauma) occurs without being able to establish an accident event;

1.4.3 as well as if gas mixtures in a scuba tank which have accidentally been wrongly composed are inhaled.

1.5 We refer to the provisions relating to the restrictions of benefits (Clause 2.3 below), uninsurable occupations (Clause 6.1.5 of the General Insurance Conditions), the exclusions (Clause 4 below) and the reduction of insured amounts from the age of 70 (Clause 5). These apply for all types of benefit.

2 What types of benefit are agreed?

The agreed types of benefit are described below. The agreed insured amounts can be found on the documents issued upon the conclusion or extension of the contract.

2.1 **Disability benefit**

2.1.1 **Requirements for this benefit:**

2.1.1.1 The physical or mental capacity of the insured person is impaired permanently (disability) as the result of an accident.
An impairment is permanent if it is likely to exist for more than three years and no change to the person's condition is envisaged.
The disability:
- occurred within a year of the accident; and
- was determined by a doctor in writing within fifteen months from the date of the accident and has been claimed for by you from us by submitting a medical certificate.

2.1.1.2 No entitlement to disability benefit exists if the insured person dies as the result of an accident within one year from the date of the accident.

2.1.2 **Type and amount of benefit:**

2.1.2.1 We shall pay the invalidity benefit as a capital sum at the agreed insured amount.

2.1.2.2 The basis for the calculation of the benefits is the insured amount and the degree of disability caused by the accident.

2.1.2.2.1 In the event of loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disability shall apply exclusively:
In case of partial loss or the partial impairment of function, the corresponding portion of the respective percentage applies.

2.1.2.2.2 For other body parts and sensory organs the degree of disability is assessed according to the degree of impairment of the normal physical or mental capacity as a whole. Only medical aspects are considered in doing this.

Arm	80%
Arm up to above the elbow joint	75%
Arm below the elbow joint	70%
Hand	70%
Thumb	25%
Index finger	15%
Other finger	10%
Leg	
above the middle of the thigh	80%
up to the middle of the thigh	70%
below the knee	60%
up to the middle of the lower leg	55%
Foot	50%
Big toe	10%
Other toe	5%
Eye	60%
if however the vision in the other eye	
had already been lost before the accident	100%
Hearing in one ear	35%
if however the hearing in the other ear	
had already been lost before the accident	100%
Hearing in both ears	100%
Sense of smell	10%
Sense of taste	10%
Voice	100%

2.1.2.2.3 If affected body parts or sensory organs or their functions were already permanently impaired before the accident, the degree of disability is reduced by the previous degree of disability. This is to be assessed according to Clause 2.1.2.2.1 and Clause 2.1.2.2.2.If several body parts or sensory organs are impaired by the accident, the degrees of disability assessed according to the above provisions shall be added together. However, an amount of more than 100 percent shall not be taken into account.

2.1.2.2.4 225 percent sliding scale for disability
If the resultant degree of disability is

- 25 percent or less, there is no increase in the insurance benefit
- 26 to 50 percent, each percentage point above 25 will be doubled;
- over 50 percent, each percentage point above 50 will additionally be tripled.The effect of this supplement on the amount of the disability benefit is broken down as follows:
  If the insured person dies
- due to causes unrelated to the accident within one year following the accident or
- due to any cause later than one year following the accident, and if a claim for disability benefit had arisen, we shall provide benefit according to the degree of disability which would have been the basis for calculation according to the medical evidence.

Deg.disab. due to accident	Insurance benefit	Deg.disab. due to accident	Insurance benefit	Deg.disab. due to accident	Insurance benefit
from %	to %	from %	to %	from %	to %
26	27	51	78	76	153
27	29	52	81	77	156
28	31	53	84	78	159
29	33	54	87	79	162
30	35	55	90	80	165
31	37	56	93	81	168
32	39	57	96	82	171
33	41	58	99	83	174
34	43	59	102	84	177
35	45	60	105	85	180
36	47	61	108	86	183
37	49	62	111	87	186
38	51	63	114	88	189
39	53	64	117	89	192
40	55	65	120	90	195
41	57	66	123	91	198
42	59	67	126	92	201
43	61	68	129	93	204
44	63	69	132	94	207
45	65	70	135	95	210
46	67	71	138	96	213
47	69	72	141	97	216
48	71	73	144	98	219
49	73	74	147	99	222
50	75	75	150	100	225

2.2 Accidental death benefit

2.2.1 Preconditions for the benefit:
The insured person has died as a result of the accident within one year.
We refer to the special duties according to Clause 6.1.3 below.

2.2.2 Amount of benefit:
The death benefit shall be paid in the sum of the agreed insured amount.

2.3 Rescue costs

2.3.1 Preconditions for the benefit:

2.3.1.1 The insured person had suffered an accident or there was a threat of an accident or an accident was expected due to the specific circumstances.
Costs have accrued for the rescue, recovery or the search for the insured person.

2.3.1.2 A third party (e.g. another insurer)

- is not under an obligation to provide benefit or
- disputes his obligation to provide benefit or
- has provided benefit but this was not enough to settle the costs.

2.3.1.3 Your additional expenses for the return journey to your place of residence as a result of your injury if such additional costs are attributable to medical orders or were unavoidable due to the type of injury.

2.3.1.4 In the event of an accident abroad the additionally accruing costs for the journey home or accommodation for any minor children or your life partner if such persons are travelling with you.

2.3.1.5 In the event of death occasioned by the accident, the costs of repatriation to the last permanent residence.

2.3.2 Type and amount of benefit:
We reimburse costs up to the agreed amount for:

2.3.2.1 search, rescue or recovery operations organised by public or private rescue services if fees are usually charged for such services;

2.3.2.2 the medically ordered transportation of the injured person to hospital or to a specialist hospital or to an appropriate treatment centre;

2.3.2.3 transportation for transfer between hospitals, e.g. to a hospital near to the place of residence or to an appropriate treatment centre.

2.4 Treatment costs

2.4.1 Preconditions for the benefit:

2.4.1.1 You must be medically treated as a result of a diving accident.

2.4.1.2 A third party (e.g. another insurer)

- is not under an obligation to provide benefit or
- disputes his obligation to provide benefit or
- has provided benefit but this was not enough to settle the costs.

2.4.2 Type of benefit
We reimburse the costs of necessary medical treatment occasioned by a diving accident, including the costs of hyperbaric chamber treatment both inland and abroad.

2.4.3 Amount of benefit:

2.4.3.1 The amount of benefit is limited to a total of the sums issued upon the conclusion or extension of the contract.

2.4.3.2 If you have several accident insurance policies with ACE, the agreed hyperbaric chamber costs can only be claimed under one of these contracts.

3 What are the implications of illnesses or infirmities?

As an accident insurer, we provide benefits for consequences of accidents. If illnesses or infirmities have contributed to the damage to health or consequences of such damage to health caused by an accident event, then reductions shall be made as follows:

- in the event of disablement, the percentage of the degree of disability shall be reduced;
- in the event of death, the amount of benefit shall be reduced.

Such reductions shall be made according to the proportion of the illness or the infirmity.
However, if the proportion of contribution amounts to less than 25%, the reduction shall not be applied.

4 In which cases is insurance cover excluded?

In addition to the exclusions provided for in Clause 6 of the General Insurance Conditions the following exclusions apply:

4.1 **No insurance cover exists in the following cases:**

4.1.1 Accidents suffered by the insured person as a result of mental disorders or impaired consciousness, even if these are due to drunkenness, as well as accidents suffered as a result of strokes, epileptic fits or other seizures which affect the insured person's entire body.
However, insurance cover exists if these disorders or seizures were caused by an accident event covered by this contract.

4.1.2 Accidents occurring during the following dives:

4.1.2.1 dives during which the recommendations of internationally accepted organisations for recreational diving or provisions of the professional association's (Berufsgenossenschaft) "Taucherarbeiten" (diving work) accident prevention regulations are intentionally or grossly negligently disregarded;

4.1.2.2 if the generally accepted recommendations are disregarded during cave, wreck and ice diving;

4.1.2.3 dives during which breathing gas other than compressed air or oxygen enriched air (Nitrox) is used unless the diver can prove that he has had training for this and the dive was for the purpose of training for diving with gas mixtures.
However, decompression with pure oxygen up to a maximum of 6 meters water depth is insured even without corresponding further training.

4.1.2.4 Dives for the purpose of diving for explosive materials;

4.2 **The following injuries are also excluded:**

4.2.1 Damage to intervertebral discs as well as bleeding from internal organs and brain haemorrhages.
However, insurance cover exists if an accident event according to Clause 1.3 or 1.4 covered by this contract is the predominant cause.

4.2.2 Damage to health caused by radiation.

4.2.3 Infections.

4.2.3.1 These are also excluded if they are caused:

- by insect stings or bites; or
- by other minor skin or mucous membrane injuries

through which pathogens entered the body either immediately or at a later time.

4.2.3.2 Insurance protection exists however for:

- rabies and tetanus; and
- infections where the pathogens enter the body through accident injuries which are not excluded in accordance with Clause 4.2.3.1.

4.2.4 Poisoning as a result of taking solid or liquid substances through the gullet.

4.2.5 Abnormal disorders as a result of psychical reactions, even if these are caused by an accident.

5 How does the insured amount reduce upon attaining the age of 70?

Up until the expiry of the insurance year in which the insured person attains the age of 70, insurance cover exists with the agreed insured amount. After this the contract automatically continues with the insured amounts reduced by 50%.

The Insured event

6 What must be observed after an accident (obligations)?

6.1 The following obligations exist in addition to the obligations contained in Clause 4 of the General Insurance Conditions:

6.1.1 Following an accident which is expected to result in an obligation to provide benefit, you or the insured person must immediately:

- consult a doctor;
- follow the doctor's orders; and
- notify us.

6.1.2 If doctors are instructed by us, the insured person must also be examined by such doctors. We shall bear the necessary costs including any loss of earnings which may result.

6.1.3 If death results from the accident, we must be informed of this within 48 hours of notification, even if we have already been informed of the accident.
If necessary, we shall be given the right to have a post-mortem examination carried out by a doctor instructed by us.

6.2 Further deadlines must be observed for individual types of benefit. However, these deal with prerequisites for making claims and not with obligations.

7 What are the consequences of non-observance of obligations?

Please refer to Clause 5 of the General Insurance Conditions for the consequences of breach of obligations.

8 When are the benefits payable?

8.1 We are obliged to state in writing within one month for a disability claim within three months if and for what amount we admit a claim. The time limits commence upon the receipt of the following documents:

- evidence of the circumstances of the accident and the consequences of the accident;
- for disability claims, evidence of the completion of the treatment is also required if this is necessary for the assessment of the disability.

We shall bear any medical fees incurred by you in order to substantiate your claim for benefit.

8.2 If we accept the claim or if we have come to an agreement with you as to the cause and the amount, we shall provide the benefit within two weeks.

8.3 If initially only the causes for the obligation to provide benefit are determined, we shall make appropriate advance payments at your request.
Within one year from the date of the accident, disability benefit can only be claimed up to the amount of an agreed sum for death if treatment has not been completed.

8.4 **Reassessment of disability**

8.4.1 Both you and we are entitled to have the degree of disability reassessed annually for no longer than up to three years after the accident.

8.4.2 This right must be exercised

- by us together with our declaration as to our obligation to provide benefit in accordance with Clause 8.1;
- by you before the expiry of the time limit set out at Clause 8.4.1.

8.4.3 In order to be able to exercise your right to reassessment of disability in accordance with Clause 8.4.1 within the time limit according to Clause 8.4.2, you must provide us with the opportunity to instruct a doctor to examine the insured person in sufficient time before the expiry of the time limit set out at Clause 8.4.1. Your declaration that you wish to exercise this right should therefore reach us within three months from the date of our declaration of our obligation to provide benefit in accordance with Clause 8.1 and at the latest by three months before the expiry of the time limit in accordance with Clause 8.4.2.
If the final assessment results in a higher disability benefit than we have already provided, an annual interest of 5% is to be paid on the additional amount.