Application form aqua med dive card

Personal data:

First name: _____ Tel.: _____

Last name: _____ Fax: _____

Date of birth: _____ ❍ m ❍ f E-Mail: _____

Street address: _____ Association, No.: _____

Country, Postcode, City: _____ Language: ❍ DE ❍ GB ❍ IT ❍ FR ❍ ES

May we let you have the latest news? ❍ yes ❍ no May we address you informally? ❍ yes ❍ no

Choose your dive card: **Please submit a separate application for each dive card! Prices are per year.**

❍ **dive card basic (45.– €)** ❍ **dive card family (98.– €)*** (upgrade to professional versions on request)

❍ **dive card professional (139.– €)** ❍ **additional travel card (25.– €)*** (for non-diving partners & children)

*Only with dive card family or travel card: Additional insured family members: Dive4all / VP1201191

First name & last name: _____ Date of birth: _____

First name & last name: _____ Date of birth: _____

First name & last name: _____ Date of birth: _____

Do you want your policy to start immediately? ❍ yes* ❍ later, on _____

*If the services to be provided start immediately, prior to the expiry of the time limit for cancellation, my right of cancellation pursuant to § 312d III No.2 BGB shall cease to exist.

Do you practise any underwater activities on a commercial basis? If so, please tick the appropriate box (in this case, we recommend the dive card professional so that you are covered by liability insurance for your underwater activities):

❍ Diving instructor/assistant ❍ UW-photographer/guide ❍ UW-biologist/archaeologist ❍ Other: _____

How did you learn about the dive card?:

❍ Diving school/instructor ❍ Internet ❍ Trade show ❍ Magazine: _____ ❍ Other: _____

Declaration of consent under the data protection laws

I hereby consent to the collection, processing and use of my data and health data for the purposes of the acceptance and administration of this policy, for administrative processing and accounting by aqua med, including through the intermediary of and together with its distribution partners and, where applicable, for disclosure to the insurers ACE European Group Limited and R+V Allg. Versicherungen AG. I have taken note of the "aqua med information concerning data protection and release from the duty of non-disclosure" overleaf.

_____ _____

Date Signature

Choose a payment method:

❍ via direct debit (only Germany or Austria)

Holder of account: _____ Account number: _____

Bank: _____ Bank code: _____

❍ via credit card

Cardholder: _____ ❍ Mastercard ❍ Visa

Card number: _____ valid until: _____

I hereby give aqua med a direct debit authorisation/the right to bill my credit card, valid for the duration of contract.

_____ _____

Date Signature

❍ via Invoice To this payment method we add a handling fee of 3.– € per year.

aqua med
a trademark of Medical
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CEO and medical director:
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Commercial register HRB 20515
Bremen direct court
St.-Nr.: 71 580 02250 • USt-IDNr.: DE219056749

Apotheker- und Ärztebank
Bank code: 300 606 01
Acct.: 0 105 350 115
IBAN: DE16 3006 0601 0005 3501 15
BIC: DAAEDEDD

I. aqua med information concerning data protection and release from the duty of non-disclosure

1. Information on the use of your data

In order to conduct the contractual relationship, specifically when claims are paid, we and the insurers affording the insurance benefits included on your card require personal data from you. The collection, processing and use of such data is strictly governed by statute. Pursuant to § 34 of the Federal Data Protection Act ("BDSG"), you may at any time request information concerning your stored personal data from

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Am Speicher XI 11 • 28217 Bremen
Tel.: +49 421 22227-10 • info@aqua-med.eu

and may examine most of the data (except for health data acquired as the result of claims payments) at customer.aqua-med.eu.

You may moreover be entitled to arrange for the correction of your data where it is incorrect or incomplete. You may be entitled to arrange for the deletion or blocking of your data if the collection, processing or use thereof proves to be prohibited or no longer necessary.

2. Consent to the collection, processing and use of data/health data

The collection, processing and use of your personal data is governed by the BDSG and other data protection regulations, as well as the special provisions of the German Insurance Act. The rules of conduct applicable in the German insurance industry complement the statutory provisions and more closely define them, particularly with reference to the insurance industry sector.

If we or the insurer collect, process or use data concerning your health, then your consent is moreover required under the data protection laws where such data is not processed in the context of a health insurance policy. In addition, in certain cases we and the insurer require a release from the duty of non-disclosure before collecting or disclosing your health data. Other data protected under § 203 of the German Criminal Code (“StGB”) will be regarded as health data in terms of the duty of non-disclosure.

We would remind you that the consent forms found overleaf are an essential requirement for the administration of your policy with aqua med and the insurer, ACE European Group Limited. Should you fail to complete and return these forms, aqua med will as a rule be unable to conclude the contract or examine the insurer's duty to provide benefits.

Your health data may be collected, processed and used whenever such data is required to administer a policy, and more specifically to provide assistance services in case of an emergency, to examine the duty to provide benefits, and to prevent insurance fraud.

3. Consent to the disclosure of your health data by aqua med and the insurance carrier

As part of the process of administering your policy, your health data may be disclosed in the following cases: to the insurer ACE Eu¬ropean Group Limited whenever accidents have occurred and claims are paid in connection with foreign travel health insurance, to the extent that within the ACE Euro¬pean Group Limited group, certain procedural steps in the course of the business are centralised at another group company, health data is exchanged with other insurance carriers with whom you have concluded insurance contracts or filed insurance applications, health data is passed on to reinsurers, contractors, acting under instruction, are commissioned to undertake data processing, or service providers are retained and given direct responsibility for performing data processing or other tasks. Where data has been exchanged with other insurance carriers, the insurance carrier in question will notify you of this on an ad hoc basis.

4. Examination of the duty to provide benefit

In order to provide aqua med assistance services or to examine the insurer’s duty to provide benefits, aqua med or the insurer, ACE European Group Limited, may need to check the information concerning your current state of health, which was provided by you in order to substantiate claims or which is contained in documentation submitted (e.g., invoices, prescriptions, expert opinions) by or in communications from a physician or other member of the medical profession. Such a check will be made only where necessary and provided you have consented to the collection of the data and have released the offices holding your relevant health data from their duty of non-disclosure. You may make such statements at a later date on a case-by-case basis.

II. Important notice:

The application form applies to divers resident in the EU or Switzerland. The contractual language is German, and the contractual currency is the euro. The laws of the Federal Republic of Germany apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

The policy shall commence on expiry of the period of cancellation. If you have indicated (by checking the box) that we should provide the service as quickly as possible, then the policy will commence when we receive the application. The policy period is one (1) year, and the policy will be automatically renewed for a further year unless we receive written notice of termination at least two weeks prior to the expiry of the contract.

If you wish to pay by bank transfer rather than by direct debit or by means of a credit card, then we will levy a charge of EUR 3 per annum for the additional expense. If payment is not made within 10 days or if the bank/credit card debit is dishonoured due to insufficient funds or misrepresentation, then any entitlement to indemnity shall cease until the full payment, including a EUR 10 processing fee, is received.

Any changes in address must be immediately notified. This agreement is subject to the conditions of insurance (as of January 2010), which you may download from our website (www.aqua-med.eu) or request from us at any time. (01/2010)

III. Customer's (consumer's) right to cancel in connection with distance sales

1. If the person placing the order is a consumer, then where goods are supplied or services provided through distance selling (pursuant to § 312b (1) German Civil Code (“BGB”)), the person placing the order is entitled pursuant to § 355 BGB to revoke his statement of intent to conclude the contract. The consumer may retract the statement concerning his willingness to enter into a contract within a period of 14 days, without giving reasons, by giving written notice (e.g. letter, fax, email) or – if the article is supplied to him prior to the expiry of this time limit – by returning the article. If this notice is not given until after the contract has been concluded, then the time limit is one month. The time limit starts to run once the written notice of cancellation has been received, but– in cases involving contracts that must be concluded in writing – not before the consumer has equally been provided with a contractual document, his written application, or a copy of the contractual document or application, nor before the goods are received by the recipient (where similar goods are delivered on a recurring basis, then not before receipt of the first part delivery), nor before we have fulfilled our obligations to provide information as defined in Article 246 § 2 in conjunction with § 1 (1) and (2) of the Introductory Act to the Civil Code ("EGBGB") as well as our duties under § 312e (1) sentence 1 of the BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the notice of cancellation is sufficient for the purposes of compliance with the time limit for cancellation. The notice of cancellation must be sent to the nominated address of the seller.

2. Unless otherwise prescribed by law, there will be no right of cancellation as defined in item 1 above with respect to distance sales contracts

- for the delivery of goods which were produced in accordance with customers' specifications or were clearly tailored to personal needs, or which by their nature are not suitable for return shipment or which could spoil quickly or have passed their expiry date,

- which are concluded in the form of a sale by auction (§ 156 BGB).

3. In the event of valid cancellation, the goods or services received by both parties must be returned and, where applicable, any accrued benefits (e.g., interest) surrendered. If the person who has ordered them cannot return to us the goods or services received, either in whole or in part, or can do so only in a deteriorated condition, then they must provide us, where applicable, with compensation. Where articles have been supplied, the above will not apply if the article has deteriorated as the result of its being viewed – just as for example you are given the opportunity to view an article in a store. If the article has deteriorated as the result of its use and such use was in accordance with all applicable terms and conditions, then you will not be required to provide compensation.

4. Any articles capable of being packaged for shipment must be returned to us at our risk. The person who ordered the goods is responsible for meeting the costs of the return shipment where the goods delivered are the same as those ordered and the price of the article to be returned does not exceed an amount of EUR 40, or where – in case the price of the article is indeed higher – the said person has as of the date of cancellation not yet paid the consideration or the contractually agreed instalment. Otherwise, the return shipment shall be at no charge to the person who ordered the goods. Arrangements will be made for any articles which cannot be packaged for shipment to be collected from the latter.

5. With respect to distant sales contracts covering services to be provided, the right of cancellation of the person who ordered the services will expire prematurely if the contract has – at the express request of the latter – been performed in full by both parties before the person who ordered the services exercised his right of cancellation.