

WORDING – DIVE PRO

COVERAGE DETAILS		
SECTION	INSURED LIMIT(S) / AMOUNT INSURED	APPLICABLE EXCESS
Section A	Employer's Civil Liability NOT COVERED	
Section B	Civil Liability for Operations 4.000.000 EUR each and every incident or series of incidents arising from the same original cause without limit during the Policy period.	500 EUR each and every one of the accidents or series of accidents arising from the same original cause.
Section C	Product liability (basis of claims) NOT COVERED	
	Civil liability for pollution NOT COVERED	

APPLICABLE CONDITIONS AND EXCLUSIONS
According to the attached General Conditions of Civil Liability for Maritime Trade. Section C Retroactive date: Limitation and Exclusion of Penalties Clause attached Marine Cyber Endorsement LMA5403 attached War and Terrorism Exclusion Endorsement NMA2918 attached Additional activities included: The activity includes, but is not limited to: a) The ownership or occupation of premises by the insured, including incidental maintenance and repair; b) The organization of social and recreational activities, dining and welfare for the benefit of employees; c) Fire, first aid and ambulance services; d) The provision of recreational diving services and those recreational water sports declared in the insurance application and expressly accepted by the insurer and any first aid required as a result; e) The activities of the insured declared in the description of activities of the insurance certificate, and an integral part of, this policy and as otherwise agreed by the insurer Coverage under this policy is subject to compliance with the condition precedent that all recreational diving activities are carried out in accordance with the rules, guidelines and recommendations for safe diving as established by the Authorised Diving Association. In particular, any participant who suffers from a pre-existing medical condition prior to the dive must provide a copy of his or her certificate of fitness to practice diving duly signed by a doctor, which certificate must be kept by the insured; or in relation to certified divers, the insured must be able to demonstrate compliance with all applicable local regulations for the purpose of assessing such divers.

Use of equipment, compressor and supply of air or respiratory gas systems:

The insurer shall indemnify the insured against legal liabilities for bodily injury or damage arising from the use of diving equipment and the supply of air and breathing gases, as well as those resulting from the loading, servicing and inspection of cylinders.

Use and handling of respiratory gas compressors:

The insurer undertakes to indemnify the insured against any liability arising from or resulting from:

a) the use of any breathing gas compressor owned or operated by the Insured in connection with the Insured's offering as a recreational diving instructor in the event that the Insured has no other insurance covering the claim;

It is a suspensive condition of the insurer's liability;

- i) that any equipment shall be regularly maintained in accordance with the manufacturer's guidelines or equivalent practices;
- ii) that the insured has the appropriate certifications and licenses to handle and use such equipment and is competent in the use and handling of such equipment.

Cloakroom / Dressing Rooms / Equipment Storage: The insurer shall indemnify the insured in respect of damage to belongings stored in any cloakroom/dressing room/equipment storage owned or used by the insured, subject to the following exclusions:

any sum in excess of 10,000 Euros for any and all losses;

b) the first 250 Euros for each and every claim, provided that the insured meets the following conditions:

c) there must be a attendant on duty at all times when the cloakroom is in use, or it must be properly locked if the premises are vacated.

d) a disclaimer notice is prominently displayed in or near the cloakroom/dressing room/equipment storage

Participant vs. Participant:

The Insurer shall indemnify the Insured in respect of bodily injury or damage caused to a participant by another participant during any event organised by the Insured, provided that:

- a) such participant is not entitled to compensation under any other policy; and
- b) The Insurer shall not be liable for any payment in excess of the compensation limit provided for in the Insurance Coverage.

Suppliers:

The insurer shall indemnify any company that provides clients to the insured, when the insured so requests, although only to the extent that the liability arises solely from the work performed for the supplier by the insured, and provided that:

- a) the Supplier, as if it were the Insured, observes and complies with the terms and conditions of this Policy and is bound by them to the extent that they are applicable; and
- b) the insurer's liability under this clause in no way increases the limit of compensation; and
- c) the supplier is not indemnified by any other insurance or in any other way.

Property in the care, custody and control of the insured The insurer undertakes to extend coverage under insured sections A, B and C to indemnify the insured with respect to liability arising from or arising from:

- a) damage to the personal effects (including vehicles and their contents) of the insured's employees, directors, officers, visitors or guests; or
- b) damage to the premises including the contents, elements and accessories of the lessor which are not owned by the insured but are leased or rented by them in the performance of the activity, always excluding liability arising from any contract or agreement which would not have been entered into in the absence of such contract or agreement; or
- c) contractual liability arising from an agreement requiring that insurance be maintained in force in respect of loss to or damage to such facilities and their fixtures and fittings;

d) damage to premises or the contents thereof which are not owned, rented or leased by the insured or are otherwise in the custody or control of the insured but which are temporarily occupied by the insured for the purpose of carrying out work outside the premises but for which this clause does not provide any compensation for damage to that part of the premises on which the insured is working and which arises from such work outside the premises.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

- A) Any loss, liability or costs and expenses arising from or arising out of, or caused directly or indirectly by commercial diving/professional diving.
- b) Any loss, liability or costs and expenses arising from or caused directly or indirectly by a diving accident when it has not been verified by a medical certificate or declaration signed by the participant that he or she is physically fit to practice diving.
- c) All activities that are not carried out in accordance with the applicable regional and/or local regulations and the rest of the rules, guidelines and recommendations for safe diving established by an Authorized Diving Association that constitute the custom in the practice of diving.
- d) Exclusion of communicable diseases JL2020-013 as attached
- e) War and Terrorism Exclusion Endorsement NMA2918 (08/10/01) as attached

WARRANTIES

Warranties are important provisions contained in your policy and must be followed exactly at all times. A Warranty is a commitment by you that something will or will not be done or that a certain fact is true. Any breach of a Warranty may result in suspension of some or all of your coverage from the date of the breach until the breach has been cured. If the breach increases the risk of a loss occurring, claims may not be paid during the suspension period. If the breach can be cured, your insurance coverage will resume from the date the cure occurs.

THEREFORE, WE DRAW YOUR ATTENTION TO THE FOLLOWING WARRANTIES:

Guarantee of the subcontractors of good faith as attached

PRECEDENT OF THE CONDITION

Suspensive Conditions are things you must do or not do, either before the Insurance can begin (i.e. Condition Suspensive to the Contract) or before the Insurer becomes liable for a particular loss (i.e. Condition Suspensive to Liability). Failure to comply with Suspensive Conditions may result in a claim being denied if the failure results in an increased risk of a loss occurring. If the breached provision defines the risk as a whole, the policy may be invalid or the insurer may pose different conditions or premiums.

ENDORSEMENTS/CONDITIONS

Please take particular note of any additional conditions, endorsements or exclusions included in the insurers' policy schedule. Endorsements contained in your policy schedule detail modifications made by insurers to the coverage offered under the standard policy wording.

THEREFORE, WE DRAW YOUR ATTENTION TO THE FOLLOWING APPLICABLE CONDITIONS/ENDORS/EXCLUSIONS:

No other than that which may exist in this document or in the wording that forms part of this contract

TERRITORIAL LIMIT

Countries of the European Union

COURTS OF JURISDICTION COVERED

Countries of the European Union
SUBJECTIVITIES
If the coverage provided is provided by insurers/reinsurers subject to certain requirements, failure to comply may result in the coverage not being in force. Please contact us immediately if you are unsure of the meaning of subjectivity or are unable to comply.
No other than that which may exist in this document or in the wording that forms part of this contract

ENDORSEMENT OF EXCLUSION OF WAR AND TERRORISM NMA2918 (08/10/01)

Notwithstanding anything to the contrary contained in this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of any nature caused directly or indirectly by, resulting from or in connection with any of the following, regardless of any other cause or event contributing simultaneously or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purposes of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes, including with the intent to influence any government and/or to frighten the public or any section of the public.

This endorsement also excludes losses, damages, costs or expenses of any nature caused directly or indirectly by, as a result of or in connection with any action taken to control, prevent, suppress or in any way related to (1) and/or (2) above.

If the Insurers claim that, due to this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be on the Insured.

In the event that any portion of this endorsement is determined to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject to all terms, clauses and conditions of this insurance.

MARINE CYBER SUPPORT

1 Subject only to paragraph 3 below, in no event shall this insurance cover any loss, damage, liability or expense directly or indirectly caused or contributed to by or arising out of the use or operation of, as a means of inflicting damage, any computer, computer system, computer program, malicious code, computer virus, computer process or any other electronic system.

2 Subject to the conditions, limitations and exclusions of the policy to which this clause is attached, the indemnity recoverable hereunder shall not be impaired by the use or operation of any computer, computer system, computer software program, computer process or any other electronic system, if such use or operation is not a means of inflicting damage.

3 Where this clause is endorsed in policies covering risks of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting for a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launching system and/or guidance and/or firing mechanism of any weapon or missile.

LMA5403

November 11, 2019

EXCLUSION OF COMMUNICABLE DISEASES

This (re)insurance excludes coverage for:

- 1) any loss, damage, liability, cost or expense arising directly from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;
- 2) any liability, cost or expense to identify, cleanse, detoxify, eliminate, monitor or evaluate a Communicable Disease;
- 3) any liability or loss, cost or expense arising from, any loss of income, loss of rent, business interruption, loss of market, delay or any indirect financial loss, however described, resulting from a communicable disease or the fear or threat of a communicable disease.

As used in this endorsement, a communicable disease means any disease, known or unknown, that can be transmitted by any substance or agent from any organism to another organism where:

- (Yo) the substance or agent includes, but is not limited to, a virus, bacteria, parasite or other organism or any variation or mutation of any of the foregoing, whether considered living or not, and
- (ii) the method of transmission, whether direct or indirect, includes, but is not limited to, human contact or touch, airborne transmission, transmission by bodily fluids, transmission to or from or through any solid object or surface or liquid or gas, and
- (iii) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities or the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value or safety of use of property of any kind.

All other terms, conditions and limitations of the (re)insurance remain the same.

JL2020-013

October 21, 2020

LIMITATION AND EXCLUSION CLAUSE OF PENALTIES JL2010/005 (15/09/10)

No (re)insurer shall be deemed to provide coverage and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, the payment of such claim or the provision of such benefit exposes such (re)insurer to any sanctions, prohibitions or restrictions under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

Good faith guarantee for subcontractors

It is a Guarantee of this Policy that all bona fide subcontractors engaged by the Insured have, in full force and effect during the term of their contract with the Insured, the following insurances:

1. Employers' liability insurance in respect of their legal liability for Injury to any person in the employment of the subcontractor, including any master labourer or labour-only subcontractor or person supplied or employed by them.
2. Liability insurance in respect of your legal liability for injury or damage with a compensation limit of at least EUR 1,000,000 for any event or series of events arising from an original cause.
3. Marine Liability Insurance regarding your legal liability for damage to ships and others third party property under their care, custody or control, with an indemnity limit of at least 1,000,000 EUR any event or series of events arising from an original cause.

It is an additional condition that:

- i. Such insurance contains a Principal Indemnity clause.

ii. The Insured shall have obtained and retained a copy of written evidence of such insurance.

For the purposes of this Addendum, the term 'bona fide subcontractors' means any subcontractor engaged by the Insured to supply labor and materials for the purposes of the contract.

All other terms, clauses and conditions remain unchanged.

All other terms and conditions of this policy remain unchanged.

Extension for Regulatory Environmental Liability

This Policy extends to indemnify the Insured in all sums for which he is legally responsible for acts of repair or prevention, for environmental damage when such liability arises from a legal or regulatory provision, subject to the following conditions:

A. That the contamination is a direct result of a sudden, specific and identifiable event that occurred during the Insurance Period

B.

The compensation provided for in this extension excludes and does not cover any amount accrued or related to,

(i) expenses incurred for the prevention of an imminent threat of environmental damage to a land or water environment owned, leased or under the custody and control of the Insured or

(ii) costs of primary, supplementary or compensatory repair for damage caused to a land or water environment owned, leased or under the custody and control of the Insured or

(iii) expenses of eliminating any significant risk of adverse effects to human health in a land or water environment owned, leased or under the custody and control of the Insured or

(iv) expenses for improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water required by law, or

(v) expenses for the prevention of an imminent threat of damage to the environment, without such damage having actually occurred or

(vi) any amount exceeding the insured limit of €1,000,000 per claim and period of validity of the insurance. This sum shall be the maximum that the insurer will pay, including defence costs and expenses, during the period of validity of the insurance.

For the purposes of this extension, prevention expenses shall be understood as those sums that the insured is obliged to pay for the prevention of an imminent threat of environmental damage in accordance with the provisions of any applicable legal or regulatory provision.

