

Insurance Conditions and Exclusions

CONDITIONS PRECEDENT

It is a condition precedent to the liability of the Underwriters that the Insured Person is in good health and free from any physical defect of infirmity at inception of this Insurance.

PROVISOS

1. No daily compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment were made for daily compensation, the amount so paid shall be in addition to any lump sum becoming payable of the same **Accident**.
2. The total sum payable under this Insurance in respect of any one or more **Accidents** shall not exceed in all any one Period of Insurance, the largest sum insured under any one of the items contained in the Schedule of Compensation, or added to this Certificate by Endorsement other than provided in 1, above.

DEFINITIONS

In this Insurance:-

1. **"BODILY INJURY"** means identifiable physical injury which
 - a) is sustained by the Insured person
 - b) is caused by an **Accident**, and
 - c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment render necessary by such injury, occasions the death or disablement of the Insured Person within twelve calendar months from the date of the **Accident** by which the injury is caused.
2. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place during the period of insurance and includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
3. **"LOSS OF LIMB"** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
4. **"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

5. **“TEMPORARY TOTAL DISABLEMENT”** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation and shall be payable during such disablement from the date on which the Insured Person first became disabled but not beyond the number of weeks shown in the Schedule of Compensation.

EXCLUSIONS

This Insurance does not cover Death or Disablement:-

- a) Whilst the Insured Person is engaged or taking part in Military, Air Force or Naval Service of Operations (other than Reserve or Volunteer Training).
- b) Directly or indirectly caused or contributed to by intentional self-injury, disease or natural cause, suicide or attempted suicide, provoked assault, duelling or fighting (except in bona fide self defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
- c) Occasioned by or occurring whilst he is in a state of insanity temporary or otherwise.
- d) Whilst the Insured Person is engaged or taking part in aeronautics or aviation, other than as a passenger.
- e) whilst the Insured Person is riding or driving in any kind of race.
- f) Whilst the Insured Person is engaged or taking part in mountaineering or rock climbing (normally involving ropes and/or guides and/or special equipment) or winter sports.
- g) Arising out of any loss or destruction of or any damage to any property whatsoever or any loss of expenses whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- h) notwithstanding exclusion g) above whilst work involving exposure to ionising radiation generally will be excluded from cover, but the certificate is extended to cover the following types of inspection or testing activities:-
 - (Gamma) Flooded Member Detection/Inspection
 - Neutron Back Scatter Inspection, and
 - Any other radiographic inspection or testing technique approved for use by diving personnel in the UKCS of the North Sea
- i) Consequent on war, invasion or civil war, except whilst the travelling outside the United Kingdom or Ireland.
- j) In any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this Insurance the burden of proving the contrary shall be upon the Assured.

- k) resulting from dives conducted as part of research which are outwith the established parameters regulated by international and domestic law, industry standards and Codes of Practice.
- l) the Insured Persons deliberate exposure to exceptional danger (except in attempt to save human life), or the Insured Person's own criminal act, or the Insured Person's being under the influence of alcohol or drugs as per the current limits set for drink driving and subsequent testing rules.
- m) any claim(s) made by an Insured Person on the basis that they are unfit to dive due to "personal anxiety and concern" (or similar condition) will not constitute a valid claim falling within the terms of this Insurance and will therefore not be entertained by Underwriters.

Notwithstanding exclusion i) and j) above this Certificate covers claims caused or contributed to by:

- War, invasion, acts of foreign enemies, hostilities or war-like operations whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law;
- an act of terrorism

However this Extension does not cover such claims;-

- (i) Whilst the person insured is training or serving in any capacity as a member of the Armed Forces or whilst engaging in any of the aforementioned events;
 - (ii) Caused or contributed to by:
 - (a) War, whether declared or not, between any of the following countries, namely China, France, the United Kingdom, the Russian Federation and the United States of America, or
 - (b) War in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged, or
 - (c) The use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s)

If the Underwriters allege that any claim is not covered by this extension the burden of proving the contrary shall be upon the Assured.

Definition

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

CONDITIONS

1. Immediate notice must be sent to the Underwriters of any **Accident** to the Insured Person, which causes or may cause, death or disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified and registered practitioner.

In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical advisor or advisors appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the Insured Person.

2. Any fraud, misstatement or concealment by an Insured Person if unknown to the Assured either in the proposal on which this Insurance is based or in relation to any matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any fraud, mis-statement or concealment by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
3.
 - a) Any medical certificate submitted in support of a claim made against this Insurance by Diving Personnel must be issued by a Doctor approved by the Health and Safety Executive to carry out medical examinations on divers under the Diving Operations at Work Regulations 1981.
 - b) Any medical certificate submitted in support of a claim made against this Insurance by Non-Diving Personnel must be issued by a medical doctor in line with medical guidelines for offshore (topside) personnel.
 - c) If an Insured Person covered under this Insurance makes a claim for Permanent Total Disablement Benefit then they will be required to attend a Medical Examination to be carried out by a Doctor specified below. Such Doctor's opinion regarding the claimed Permanent Total Disablement will be binding upon Underwriters, the relevant Assured and the National Union of Railway/Maritime and Transport Workers.

The Names and addresses of the Specified Doctors are:-

Dr. JR Broome,
The Tower, Elsdon,
Newcastle-Upon-Tyne,
Northumberland NE19 1AA
Park,

Dr. Phil Bryson,
Diving Diseases Research Centre,
The Hyperbaric Medical Centre,
Research Way, Tamar Science
Plymouth PL6 8BU

Dr. Stephen J. Watt,
University Medical School,
Department of Environmental and
Occupational Medicine
Foresterhill,
Aberdeen AB24 2ZD

Surg. Cdr. Dr. R. Ramaswami,
Institute of Naval Medicine,
Alverstoke, Gosport,
Hampshire PO12 2DL

4. For the avoidance of doubt, it is the responsibility of the Insured Person covered by this Insurance to submit claims to the relevant Assured within 14 days of the vessel returning to port UNLESS the Person is so incapacitated as to make this impracticable and it is a condition of this Insurance that notice must be given by the Assured to the Underwriters on an urgent basis, of any claim by or on behalf of an Insured Person within the meaning of this Insurance.

CLAIMS

All claims to be reported to:-

HOULDER INSURANCE SERVICES LIMITED

MICHAEL'S HOUSE, 10-12 ALIE STREET, LONDON E1 8DE

Telephone No:(0) 20 7980 3800

Fax No: (0) 20 7980 3965

OPERATIVE TIME

The period for which cover will be provided for under this Insurance is from the time the Insured Person leaves his home address to report for work with an Assured under the terms of the Offshore Diving Industry Agreement, anywhere in the world, during the whole time away and until return to home.

It is warranted that Insured Persons will travel directly from their home address to their place of Employment and, on completion of work, return directly to their home address.