



# dive card • overview of worldwide services

	dive card basic	dive card family	dive card professional
Fee / year	60 €	130 €	160 €
<b>Assistance services</b>			
24/7 medical emergency hotline	✓	✓	✓
Professional emergency management	✓	✓	✓
Storage of medical data	✓	✓	✓
<b>Foreign travel health insurance (56 days per trip)</b>			
Medically reasonable treatments	✓ unlimited	✓ unlimited	✓ unlimited
Costs of patient and return transport	✓ unlimited	✓ unlimited	✓ unlimited
Search, rescue or recovery operations	✓ 10.000,- €	✓ 10.000,- €	✓ 10.000,- €
Costs of repatriation in the event of death	✓ unlimited	✓ unlimited	✓ unlimited
<b>Diving accident insurance (365 days per year)</b>			
Hyperbaric chamber treatment	✓ unlimited	✓ unlimited	✓ unlimited
Emergency transport to a hyperbaric chamber	✓	✓	✓ Student Protect: 10.000,- €
Other medical costs inland	✓ 15.000,- €	✓ 15.000,- €	✓ 15.000,- €
Other medical costs abroad	✓ unlimited	✓ unlimited	✓ unlimited
Costs of patient transport	✓ unlimited	✓ unlimited	✓ unlimited
Search, rescue or recovery operations	✓ 10.000,- €	✓ 10.000,- €	✓ 10.000,- €
Costs of repatriation in the event of death	✓ unlimited	✓ unlimited	✓ unlimited
Invalidity (max.)	✓ 56.250,- €	✓ 56.250,- €	✓ 56.250,- €
Benefit in the event of death	✓ 5.000,- €	✓ 5.000,- €	✓ 5.000,- €
<b>Liability insurance (365 days per year)</b>			
Divers' personal liability insurance (200 excess; abroad: 56 days per trip)	✓ 150.000,- €	✓ 150.000,- €	✓ 150.000,- €
Diving instructors' liability insurance	✗	✗	✓ 5.000.000,- €
Student Protect (max. 6 months)	✗	✗	✓

The insurance benefits are provided by Chubb European Group SE, German address, and/or R+V Versicherung AG (valid for customers domiciled in the EU). Contractual partner and insurance provider for clients domiciled in Switzerland/Liechtenstein are Chubb Insurances (Switzerland) AG and UNIQA Versicherung AG. For details see the insurance conditions ([www.aqua-med.eu](http://www.aqua-med.eu)).

# Diving accident insurance, divers' personal liability insurance and overseas health insurance

## Information sheet on insurance products

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**Chubb European Group SE** – Directorate for Germany

Companies register number HRB Frankfurt 58029, Legal representative: Andreas Wania. Chubb European Group SE is subject to the authorization and regulation of the "Autorité de contrôle prudentiel et de résolution" (ACPR) and, in Germany, also to the regulations of the Federal Financial Supervisory Authority (BaFin) for conducting business activities, which may differ from the French regulations.

## Product: Insurance benefits within the scope of the dive cards

This sheet information is for information purposes only and gives you a short overview of the essential contents of your insurance. **For complete information and the agreed insurance benefits, please refer to your contract documents.** In order to be completely informed, please read all documents.

## What type of insurance is this?

This product contains, depending on the chosen dive/travel card, an overseas health insurance and/or a diving accident insurance and a divers' personal liability insurance. This information sheet only applies to the benefits provided by Chubb.



### What is insured?

#### Overseas health insurance:

- ✓ In case of illness or accident while staying abroad for a maximum of 56 consecutive days.
- ✓ Meeting the costs of medically reasonable treatment as a result of an illness or accident/injury: unlimited
- ✓ Costs of patient and return transport: unlimited
- ✓ Costs of repatriation in the event of death: unlimited
- ✓ Search/rescue/recovery operation: €10,000

#### Diving accident insurance:

- ✓ Accidents are covered worldwide.
- ✓ Hyperbaric chamber treatment: unlimited
- ✓ Search/rescue/recovery operation: €10,000
- ✓ Disability cover including progression: max. €56,250
- ✓ Benefit in the event of death: €5,000
- ✓ Other medical costs inland: €15,000

Insurance cover 365 days per year at home and abroad.

#### Divers' personal liability:

- ✓ Should you cause personal or property damage during a dive: up to €150,000.
- ✓ Abroad: Journeys with a duration of a maximum of 56 consecutive calendar days per trip

#### Student Protect:

- ✓ Hyperbaric chamber treatment: unlimited
- ✓ Emergency transport to a hyperbaric chamber: €10,000

#### What are the sum insured?

The types of services and the sums insured can be found above under the respective product components. For the exact sums insured, please refer to the document "Overview of services".



### What is not insured?

#### Overseas health insurance:

- ✗ Treatments, which were a reason for the journey or of which you had knowledge before the start of the journey.
- ✗ Losses if there is a high probability that these were foreseen by the insured person.

#### Diving accident insurance:

- ✗ Accidents as a result of mental disorders or impaired consciousness, even if these are due to drunkenness or drug use.
- ✗ Accidents during dives if the rules of the internationally accepted organisations are disregarded.

#### Divers' personal liability insurance:

- ✗ Claims which exceed the scope of the insured person's statutory liability.
- ✗ Loss events suffered by relatives who live together with the insured person as a household.

Please refer to the insurance conditions for details and exclusions.



### Are there limits of coverage?

- ! Once the insured person attains the age of 70, the contract automatically continues with insured sums reduced by 50 percent (only with regard to the diving accident insurance).
- ! Losses due to excessive alcohol or drug abuse.



## Where am I insured?

- ✓ With the diving accident and divers' personal liability insurance, you have insurance cover at home and abroad (worldwide). With the overseas health insurance, you have insurance cover abroad (worldwide).



## Which obligations do I have?

- ✓ Assistance benefits are provided by the Medical Helpline Worldwide GmbH (hereinafter 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 become payable.
- ✓ You have to claim benefits under the insurance conditions by contacting Chubb or aqua med in writing.
- ✓ You have to avoid everything and anything leading to unnecessary costs (duty to mitigate loss).
- ✓ To verify the claim, you have to send in original invoices and, if necessary, release all treating doctors from their duty of secrecy.



## When and how do I pay?

- ✓ The dive/travel card fee is to be paid by SEPA direct debit, by credit card or by invoice after the contract is concluded. The amount is determined by the chosen dive/travel card contract.



## When does the cover begin and when does it end?

- ✓ Insurance cover exists for as long as your contract with aqua med is valid. Insurance cover for individual benefits may be subject to time limits.



## How can I cancel the contract?

- ✓ The insurance cover is bound to the dive/travel card and cannot be cancelled separately.
- ✓ The insurance cover will cease with a written cancellation of the dive/travel card sent to aqua med.

# Insurance conditions

## aqua med Insurance Conditions and General Contract Information

Chubb Dive Insurance General Insurance Conditions  
Version: 05/2021

*This English translation may be used for information purposes only. The German version prevails in the event of litigation.*

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# Insurance conditions

## aqua med Insurance Conditions and General Contract Information

Chubb Dive Insurance General Insurance Conditions

Version 05/2021

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# Part I. 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.

## Insured persons

### 1. Who is insured and where?

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- 1.1 Customers of Medical Helpline Worldwide GmbH (hereinafter aqua med) with a valid confirmation of cover (e.g. dive card) and where applicable with corresponding contracts other insured persons (e.g. family members or participants in special amateur training programmes) are insured.
- 1.2 As the insurer, Chubb European Group SE, Direktion für Deutschland, provides the contractually agreed insurance benefits.  
The benefits agreed are set out in the following Special Conditions of Insurance and the “Benefits and Insured Sums” summary annexed to these insurance conditions.

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

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- 2.1 The insured persons may claim benefits under the insurance by contacting Chubb directly with-out aqua med’s consent. Chubb 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 Chubb’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 consent.

## The term of cover

### 3. When does the insurance cover commence and terminate?

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- 3.1 Duration of the insurance cover  
Insurance cover exists for as long as your contract with aqua med 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 reinstated 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)

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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 become 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 circumstances 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 and to return it without delay;
  - 4.4.4 to truthfully provide any additional relevant information requested by us;
  - 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 cancel or interrupt a journey for medical reasons (see Clause 2.1.2.3); the decision to cancel or interrupt a journey must be made together with us;
  - 4.4.7 to follow our instructions;
  - 4.4.8 to arrange for the production of documents requested by us to verify the claim, particularly invoices for costs and medical certificates;
  - 4.4.9 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.
  - 4.4.10 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;
  - 4.4.11 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?

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- 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 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:
- 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)

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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, biological 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 nuclear energy;

6.1.5 caused due to professional activity during work-related trips for or on behalf of a commercial company as its owner or employee.

However, the following are insured:

- commercial divers, such as diving instructors, diving teachers, underwater photographers/biologists or professional divers with similar occupations and police divers, fire brigade divers and divers for commercial search and rescue services are insured if the type of occupation is declared on the application;
- temporary jobs, for instance as part of "work and travel", an internship abroad or marginal employment (monthly salary roughly within the threshold for marginal employment in Germany);
- professional activity in diving schools.

Claims which arise in the context of the following jobs/activities are excluded in any case:

- 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 sportsman (including racing driver and jockey);
- commercial diver;
- military diver or other diver employed by the Federal Armed Forces or any other army.

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.

6.4 This insurance policy shall not be valid if trade or financial sanctions or any other statutes and / or regulations prohibit Chubb from providing insurance cover; this also applies but is not limited to claims payments. All other conditions of the insurance contract remain unchanged.

## 7. What applies to claims against third parties

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7.1 If indemnity can be claimed for an insured event from third parties (e.g. health insurance, statutory social insurance benefits, other insurers or persons), this will take precedence over this insurance contract.

If the insured event is reported to us first, we are entitled to refer the matter to the lead insurer.

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 the European Health Insurance Card prior to departure.

## 8. When are benefits payable?

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- 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?

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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?

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- 10.1 All notices and declarations intended for us should be sent to
  - aqua med or
  - the headquarters/ head office of Chubb.
- 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. Identity of the insurer

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- 11.1 Company's head office  
Chubb European Group SE  
La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France  
Registration number 450 327 374 RCS Nanterre
- 11.2 Office responsible for this contract  
Chubb European Group SE  
Direktion für Deutschland  
Baseler Straße 10, 60329 Frankfurt am Main  
Handelsregisternummer: HRB Frankfurt 58029

## 12. Address for service/name of authorised representative

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Chubb European Group SE  
Direktion für Deutschland  
Baseler Straße 10  
60329 Frankfurt am Main  
Telephone +49 69 75613 0  
Fax +49 69 746193  
info.de@chubb.com  
www.chubb.com/de

The legal representative of Chubb European Group SE, Direktion für Deutschland, is Andreas Wania, Frankfurt.

## 13. Principal business activity

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Operating in all classes of property and personal insurance (but not life insurance and substitute health insurance), reinsurance business and provision of all kinds of insurance.

## 14. Insurance Conditions/key features of the insurance benefit

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- 14.1 Legal relationships between the parties to the contract  
The insured persons are customers of Medical Helpline Worldwide GmbH in accordance with Clause 1.1. General Insurance Conditions. The existence of the insurance is subject to a valid contract between you and aqua med.  
As the insured person, you may claim benefits under the insurance by contacting Chubb directly without requiring aqua med's consent. Chubb will make payment directly to you or your heirs or beneficiaries.  
aqua med is the policyholder and is therefore Chubb's contractual partner. Aqua med is solely entitled to exercise any other rights arising from the contract.
- 14.2 Key features of the insurance benefit
- 14.2.1 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. Chubb provides the contractually agreed insurance benefits within the scope of these insurance conditions
- 14.2.2 Chubb European Group SE is a subsidiary of a US parent and Chubb Limited, a NYSE listed company. Consequently, Chubb European Group SE is subject to certain US laws and regulations, in addition to EU, UN and national sanctions restrictions, which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Crimea.
- 14.3 Total price/costs  
The premium is contained in the contract concluded between you and aqua med and shall be satisfied by payment of the same.

## 15. Period of validity

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We may change these conditions of insurance at any time for new contracts, but not for existing ones.

## 16. Applicable law

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German law applies to this contract.

## 17. Court with jurisdiction

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The place of jurisdiction for all claims against us arising under the insurance contract shall 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.

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.

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.

## 18. Complaints/supervisory authorities

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### 18.1 Chubb

You can contact Chubb for complaints relating to your insurance benefits. Contact us at:

Chubb European Group SE  
Direktion für Deutschland  
Baseler Straße 10, 60329 Frankfurt am Main  
or contact Chubb directly at:

kundenzufriedenheit@chubb.com  
Fax: +49 69 75613-4125

Please describe precisely in your complaint what you are dissatisfied with and what you expect from us. Please provide your premium number and any benefit /claim number.

Chubb will reply to your complaint within 10 working days. In complex cases you will receive an interim reply.

### 18.2 Ombudsman

Chubb is a member of the Insurance Industry Ombudsman Scheme (Verein Versicherungs-Ombudsmanne.V.).

If you are a consumer or in a consumer-like position, you may use the free out of court dispute resolution procedure. Your right to choose to take legal action remains unaffected by this. You can find more details at [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de).

The Insurance Ombudsman can currently consider cases with an amount in dispute of up to € 100,000.00. Chubb undertakes not to refer matters to court and to accept the ombudsman's ruling for decisions up to an amount of €10,000.00. The insurance ombudsman can be contacted at: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)  
Postfach 080632, 10006 Berlin.

### 18.3 Responsible supervisory authorities

Chubb European Group SE is subject to the authorisation and supervision of "Autorité de contrôle prudentiel et de résolution (ACPR) 4", Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 and the German branch is also subject to the regulations of the Federal Financial Supervisory Authority (BaFin) for carrying out business activities, which may differ from the French regulations. You may address complaints to BaFin. Your right to choose to take legal action remains unaffected by this.

BaFin examines, for example, whether an insurer complies with the legal requirements but cannot make binding decisions on individual disputes.

BaFin can be contacted at:

Graurheindorfer Strasse 108, 53117 Bonn. [www.bafin.de](http://www.bafin.de). Telephone: +49 228 41080.

## Privacy notice

We use personal information which you supply to in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our Master Privacy Policy, available here <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask us for a copy of the Privacy Policy at any time, by contacting us at **[dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)**.

# Specific Conditions of Insurance (Part II -IV)

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

## Part II. 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.

## Scope of the insurance

### 1. What is insured when and where?

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- 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 registered their place of residence with us shall not be deemed 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?

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#### 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 medically indicated hotel stays if treatment in a hospital is no longer necessary but the patient is unable to return home due to medical reasons (prior approval from aqua med is necessary);
- 2.1.2.1.9 transport to and from the nearest hospital or doctor appropriate for the treatment;
- 2.1.2.1.10 operations;
- 2.1.2.1.11 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;

### 2.1.2.2 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 2.1.2.3.2 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 or 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;
  - the accompaniment of the insured person by a person close to such insured person if medically necessary and approved by aqua med in advance;
  - return transport of the insured person to their home country including any additional costs incurred for the return journey or accommodation for accompanying minor children and any accompanying life partner if agreed with aqua med in advance.
  - medically indicated flight upgrades as long as these are approved by aqua med in advance

### 2.1.2.4 Search, rescue or recovery operation

- 2.1.2.4.1 Organisation of searches for and rescue/recovery of missing, injured or deceased persons, insofar as such operations are not undertaken by local authorities or other aid organisations.
- 2.1.2.4.2 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.

- 2.1.2.4.3 If the insured person dies whilst travelling during the term of the contract, the following alternative benefits shall be provided:
- 2.1.2.4.4 Repatriation  
Organisation and meeting the costs of the repatriation of the remains.
- 2.1.2.4.5 Funeral  
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, including treatment for premature babies, as long as the journey was not undertaken against valid flight regulations or medical advice;
- 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 2.1.2.4.3);
- 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 insurerare 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.
- 4.1.3 Benefits provided or refused by other insurers must be substantiated in accordance with Clause 4.1.
- 4.1.4 Costs incurred will be refunded after deducting any savings made, refunds etc.
- 4.1.5 We are entitled to provide benefits to the person delivering or remitting the proper evidence.
- 4.1.6 Translation costs may be deducted from the benefits.
- 4.1.7 Benefits paid by third parties shall be deducted from benefit payments arising from this contract according to Clause 7 of the General Insurance Conditions.

## The insured event

## 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 III. Conditions of Diver Accident Insurance – if agreed

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 diving, i.e.:
- putting on and removing diving equipment;
  - on the direct route from the diving base or the place where the diving gear is put on to the dive access point 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 or after a dive;
  - during a dive in all waters;
  - during the surface intervals between two dives on the dive boat;
  - during the process of filling the scuba tanks.
- Diving within the scope of participation in amateur competitions is also insured to the extent mentioned above as long as such competitions are held in accordance with valid association guidelines.
- 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 or as work-related accidents within the meaning of the civil service law regulations (BeamtenrechtlicheVersorgungsvorschriften). 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 (e.g. 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 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:

Hand	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 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%

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.

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.

2.1.2.2.4 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

2.1.2.2.5 225 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:

Degree of disability due to accident	Insurance benefit	Degree of disability due to accident	Insurance benefit	Degree of disability 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

2.1.2.3 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.

2.2 Death benefit

2.2.1 Preconditions for the benefit:

The insured person has died as a result of the accident in accordance with Clause 1.1 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/transport 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.

2.3.2 Type and amount of benefit:

We reimburse costs up to the agreed amount for:

2.3.2.1 search, rescue or recovery operations for missing, injured or deceased persons 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 transfers between hospitals or to the nearest suitable treatment centre;

2.3.2.4 in the event of death caused by an accident the costs for repatriation to the last place of residence registered with us.

## 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, at home and abroad

- the costs of oxygen and decompression chamber treatment incurred as a result of an accident and
- treatment costs for any injury that was demonstrably caused by a diving accident and is typical to diving

### 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 Chubb, 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 case:

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 or drug use, 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"

4.1.2.2 (diving work) accident prevention regulations or similar public companies are intentionally or grossly negligently disregarded;

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

4.1.2.4 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 or 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.

4.1.2.5 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.
- 4.2.3.3 Poisoning as a result of taking solid or liquid substances through the gullet.
- 4.2.3.4 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 percent.

## 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?

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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.

## Part IV. Special Conditions for Divers Personal Liability Insurance - if agreed

The Special Conditions and Risk Descriptions for Divers Personal Liability Insurance (BBR TPHV) shall only apply in conjunction with the General Insurance Conditions.

### Scope of the insurance

#### 1. What is insured?

---

Insurance cover exists for circumstances whereby a loss event occurring during the validity of the insurance contract

- personal injury, i.e. the death, injury or other damage to health suffered by persons or
- property damage, i.e. the destruction of or damage to property

and a third party makes a claim for compensation against the insured person under private law statutory liability provisions for such events.

#### 2. What is covered?

---

##### 2.1 Insured risks

Within the scope of the following provisions, the insurance cover extends to the statutory liability of the insured person as a private individual during dives.

##### 2.2 Commencement and end of the insurance cover

Insurance cover only exists during the dive. This includes any necessary preparation directly before the dive and the post-dive period directly after the dive.

##### 2.3 Uninsured risks or risks with restricted insurance

###### 2.3.1 Professional and other activities

The risks of a business, profession, service or office (including honorary office), particularly any paid or unpaid work as a diving instructor, dive guard etc. are excluded.

###### 2.3.2 Motor vehicles, aircraft and watercraft

Liability as the owner, possessor, keeper or operator of a motor vehicle, aircraft or watercraft for losses caused by the use of such vehicle or for damage caused to such vehicle is not insured, even in connection with dives

###### 2.3.3 Statutory liability arising from dives during which the recommendations of internationally accepted organisations for recreational diving are intentionally or grossly negligently disregarded is not insured.

#### 3. What benefits are provided up to what amount?

---

##### 3.1 Type of benefits

The insurance cover includes:

###### 3.1.1 investigating liability;

###### 3.1.2 defending unfounded compensation claims;

###### 3.1.3 indemnifying the insured person against justified liability for damages;

Liability for damages is justified if the insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. We shall only be bound by admissions made and settlements reached by the insured person without our consent if there would have been a claim even without such admission or settlement.

If the insured person is found to be liable for damages and the decision is binding on us, we must indemnify such insured person against the third party claim within a period of four weeks.

###### 3.1.4 defence counsel's costs in accordance with the fee scale or greater if expressly agreed with us for the appointment of defence counsel as desired or approved by us for the insured person in a criminal prosecution due to an insured event which may result in a liability claim for which insurance cover exists;

###### 3.1.5 the provision of a security or bond for the insured person if the insured person has a statutory obligation to provide security for an annuity owing as the result of an insured event, or if the enforcement of a court ruling against the insured person can be prevented by providing a security or a bond;

- 3.1.6 the conduct of litigation in the name of the insured person should an insured event result in litigation regarding the claim between the insured person and the claimant or the latter's successor in title.  
The litigation costs shall be met by us.

### 3.2 Amount of benefits

#### 3.2.1 Maximum limit per loss event

- 3.2.1.1 Our indemnity benefit is limited to the agreed insured sums for each insured event.  
This also applies if the insurance cover extends to several parties liable to pay indemnity.  
Several losses arising at the same time and from the same cause are treated as one loss event.  
The agreed insured sums and excesses per insured person are set out in the "Benefits and Insured Sums" summary annexed to these insurance conditions.  
The total amount of benefit for all insured events in one insurance year is limited to twice the agreed insured sum per insured person.
- 3.2.1.2 We provide benefits for indemnifying substantiated claims or defending unsubstantiated claims including claim interest, loss mitigation, experts', lawyers' and court fees, arbitration and mediation costs and party compensation limited to the insured sums specified in the policy. If the substantiated liability claims arising from an insured event exceed the insured sum, we are entitled to discharge ourselves from providing further benefits by paying the insured sum and a portion of the hitherto incurred costs corresponding to the insured amount.
- 3.2.1.3 If the insured person is obliged to pay an annuity to the claimant and if the cash value of the annuity exceeds the insured sum or the remaining amount of the insured sum after the deduction of any other benefits arising from the same insured event, then the annuity to be paid shall only be refunded in the ratio of the insured sum or the remaining amount thereof to the cash value of the annuity. When calculating the proportional value, the cash value of the annuity and the amount of cover shall be determined in accordance with the declaration in the form of a business plan made to the responsible regulatory authority relating to this matter.

#### 3.2.2 Limit to additional costs attributable to the insured person

If the settlement of a liability claim by acknowledgement, satisfaction or settlement requested by us fails due to the conduct of the insured person, then we shall not be obliged to pay any additional expenses for indemnity, interest and costs accruing from the time of the insured person's refusal.

#### 3.2.3 Other liability insurance policies

Any other existing insurance cover shall take precedence over this Divers Private Liability Insurance. This means that we shall only provide benefit if and insofar as no benefit is available under any other insurance contract (subsidiarity).

## 4. Temporary stay abroad

---

Statutory liability for insured events occurring abroad is included unless the stay abroad is longer than 56 days.

## 5. When is there no insurance cover? (Exclusions)

---

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

- 5.1 if they exceed the scope of the insured person's statutory liability due to the contract or express commitments;
- 5.2 arising from losses as a result of hunting;
- 5.3 arising from wear and tear and damage that is likely to be expected;
- 5.4 arising from loss events suffered by relatives of the insured person who live together with the latter as a household;

Relatives are deemed to be spouses/life partners, parents and children, adoptive parents and children, parents-in-law and children-in-law, step-parents and step-children, grandparents and grandchildren, siblings, foster parents and foster children (persons who are associated with each other in a long-term family-like relationship such as that of parents and children).

- 5.5 by legal representatives of persons without legal capacity or of parties with restricted legal capacity;
- 5.6 due to losses to third party property and all pecuniary losses resulting from such property losses if the insured person has rented, leased or borrowed such property or has acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody;

- 5.7 which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or Xrays) and with laser and maser radiation;
  - 5.8 caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such;
  - 5.9 resulting from the exchange, the transmission or the provision of electronic data as long as this relates to:
    - 5.9.1 the deletion, suppression, destruction or modification of data;
    - 5.9.2 non-recording or failed saving of data;
    - 5.9.3 the disturbance of access to the electronic data exchange;
    - 5.9.4 the transmission of confidential data or information;
  - 5.10 resulting from losses arising from the infringement of personality rights or name rights;
  - 5.11 resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination;
  - 5.12 resulting from bodily harm arising from the transmission of an illness suffered by the insured person.
- In this case, insurance cover exists if the insured person proves that he acted neither intentionally nor grossly negligently.
- 5.13 arising from collective risks due to losses that are proven to relate to acts of war, other hostile acts, uprising, civil disturbances, general strike, illegal strike or relating directly to instructions or actions of public authorities. The same applies to losses caused by force majeure if elementary forces of nature were involved.
  - 5.14 as a result of indemnity of a punitive nature, particularly punitive or exemplary damages.

## The insured event

### 6. What must be done if an insured event occurs? (Obligations)

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In addition to Clause 4 of the General Insurance Conditions, the insured person has the following obligations upon the occurrence of an insured event:

- 6.1 Notification of loss
  - 6.1.1 We must be informed of every insured event without delay, even if no claim for compensation has yet been made.
  - 6.1.2 The insured person must also inform us without delay if a liability claim is brought against the insured person or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or the dispute is announced to the insured person by a court.
- 6.2 Default summons/orders
 

The insured person must enter an objection or any otherwise necessary legal challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from Chubb are not necessary.
- 6.3 Conduct of litigation
 

If a liability claim against the insured person is brought before a court, then he must allow the litigation to be conducted by Chubb. Chubb shall instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer full authority and must provide all required information and requested documents.
- 6.4 Authorisation
  - 6.4.1 Chubb shall be deemed to be authorised to make any declarations on behalf of the insured person which it believes to be appropriate for the settlement or defence of the claim.
  - 6.4.2 If the insured person is granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then he is obliged to allow Chubb to exercise this right on his behalf.
- 6.5 Consequences of breaches of obligations
 

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