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# CMAS Wording

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## General Definitions

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type. Additional definitions appear in Sections A and B.

### 1 INSURED

“INSURED“ means CMAS silver members, **excluding persons domiciled in the United States of America**, participating in and traveling to/from and while at a covered Underwater Recreational Activity stated in the Schedule of Benefits, whose names have been submitted to the Administrator on a monthly basis.

### 2 CLOSE RELATIVE/S

“CLOSE RELATIVE/S” means spouse, co-habiting partner and/or any other person recognised as the lawful partner of the **Insured** under common law, fiancé(e), son, daughter, step-child, parent, parent-in-law, brother, sister, brother-in-law or sister-in-law.

### 3 EXPATRIATE

“EXPATRIATE” shall mean an **Insured** who resides outside their **Home Country**.

### 4 HOME COUNTRY

“HOME COUNTRY” shall mean:

- (a) the country of the **Insured** permanent place of residence; or
- (b) in respect of Expatriates covered under this Insurance, **Home Country** shall mean the country of expatriation for the purpose of the **Insured** employment.

### 5 OPERATIVE TIME

“OPERATIVE TIME” means while participating in and traveling to/from and while at a covered Underwater Recreational Activity stated in the Schedule of Benefits.

### 6 TERRORIST ACTIVITY

“TERRORIST ACTIVITY ” means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

### 7 ADMINISTRATOR

“ADMINISTRATOR“ shall mean **Balticfinance**.

### 8 EXCESS

“EXCESS“ shall mean the amount of Covered Expenses which is the **Insured** responsibility to pay before benefits are payable.

### 9 ILLNESS

“ILLNESS” means sickness or disease of the **Insured** which first manifests itself during the **Operative Time** and occasions the total disablement of the **Insured** within twelve months after manifesting itself.

## Cover Sections

### 1 Section A - Personal Accident

If the Insured Person sustains **Bodily Injury** caused by an **Accident** during the **Operative Time** this Section shall pay according to Section A of the Schedule of Benefits after the total claim shall be substantiated under this Section.

Provided always that:

1. a benefit shall not be payable under more than one of the items of Section A of the Schedule of Benefits in respect of the consequences of one **Accident**, to any one **Insured**.
2. The total sum payable under this Section in respect of any one or more claims to any one **Insured** shall not exceed in all in the largest sum insured in respect of that **Insured** under any one of the items contained in Section A of the Schedule of Benefits or added to this Section by endorsement in respect of that **Insured**.
3. If an event involves the death of the **Insured** within one year following the date of the **Accident** and prior to the definite settlement of the benefit for disablement, there shall be paid, instead of the benefit provided for disablement under Items 2 to 7 of Section A of the Schedule of Benefits, the benefit provided in the case of death, where applicable.

#### 1.1 Definitions Applicable to Section A

In this Section:

1. “**BODILY INJURY**” means identifiable physical injury which
  - (a) is caused by an Accident, and
  - (b) solely and independently of any other cause, except illness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured within twelve months from the date of the Accident.

**Bodily Injury** shall also include:

- (a) death or disablement arising from exposure to the elements as the result of an Accident covered hereunder,
  - (b) disappearance. If the **Insured** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the **Insured** has sustained **Bodily Injury** and that such injury has caused the Insured Person’s death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **Insured** is subsequently found to be living.
2. “**ACCIDENT**” means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Operative Time**.
3. “**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the **Insured** from attending to his usual business or occupation and which lasts twelve months and at the end of that period is beyond hope of improvement.
4. “**LOSS OF A 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 hand, arm or leg.

## 1.2 Exclusions Applicable to Section A

This Section does not cover death or disablement directly or indirectly resulting from or consequent upon or in any way caused or contributed to by:

1. **Terrorist Activity** involving 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).
2. **Illness**.

## 2 Section B - Medical Expenses, Evacuation / Repatriation Expenses, Travel Expenses

This Section shall pay in respect of **Medical Expenses, Evacuation/Repatriation Expenses and Travel Expenses** necessarily incurred as a result of the **Insured** sustaining accidental bodily injury during the **Operative Time** up to the Sum Insured for Section B of the Schedule of Benefits.

### 2.1 Definitions Applicable to Section B

In this Section:

1. **“MEDICAL EXPENSES”** means the reasonable cost of medical, surgical, specialists’ fees, hospital, nursing home, nursing attendance charges, X-rays, costs of physiotherapy, massage, manipulative or therapeutic treatment, charges made for hyperbaric chamber Treatment resulting from a covered diving incident, surgical and medical requisites given or prescribed by a registered qualified medical practitioner, including the cost of medical supplies and ambulance hire. Medical Expenses shall include **dental expenses** arising from treatment following accidental bodily injury up to a sub-limit of EUR 2,500 each **Insured** each year. **Dental expenses are only eligible for professional athletes while in pool activities only**
2. **“EVACUATION/REPATRIATION EXPENSES”** means the reasonable cost of evacuating the **Insured** to the most suitable medical facility, away from the **Insured’s** location or repatriation to their **Home Country** including the cost of medical attendants, where recommended by the Medical Emergency Assistance Service Company in conjunction with a registered qualified medical practitioner.
3. **“TRAVEL EXPENSES”** means accommodation and travel expenses of an **Insured’s Close Relatives** if a **Close Relative’s** presence with the **Insured** is necessary because the **Insured** is hospitalised outside of his **Home Country** for a period of 7 consecutive days or more unless such hospitalisation is of a life-threatening nature in which case cover shall apply for a period of 30 consecutive days.
4. **“RETURN OF MORTAL REMAINS”** – means the reasonable Covered Expenses incurred up to the maximum stated in the Schedule of Benefits to return the **Insured’s** remains to his **home country** if the **Insured** should die.

### 2.2 Exclusions Applicable to Section B

Underwriters shall not be liable for claims:

1. for a journey which is booked or commenced by the **Insured Person**:
  - (a) contrary to medical advice, or
  - (b) to obtain medical treatment, convalescent care, or
  - (c) after they have been told that they may not have long to live.
2. in respect of expenses incurred in the **Insured Person’s Home Country**;
3. arising from childbirth, pregnancy or any medical complications resulting therefrom incurred within 2 months of the estimated date of delivery;
4. in respect of expenses incurred more than 24 months after the date the first expense was incurred
5. in respect of expenses which are recoverable under any other private hospital medical expenses insurance to which the **Insured** is entitled to indemnity;

6. directly or indirectly resulting from or consequent upon **Terrorist Activity** as more fully stated in Exclusion 1 of Section A.
7. directly or indirectly resulting from or contributed to by any sexually transmitted disease. However, claims directly or indirectly resulting from or contributed to by Chlamydia, Gonorrhea, Syphilis and/or Herpes Genitalis contracted by the **Insured Person** as a result of a rape will be covered under this Insurance, subject to the terms, conditions and limits hereof.
8. arising directly or indirectly from any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, anxiety and/or depression.
9. for the **Excess** amount stated in Section B of the Schedule of Benefits.

### 2.3 Emergency medical assistance service

In the event of a serious medical emergency and/or evacuation or repatriation the **Insured** should contact the following Assistance Company:

This services provided by **HEALIX**

Assistance can include

- (a) guarantees for payment of hospital or doctors' fees, when appropriate;
- (b) multilingual assistance;
- (c) repatriation to the **Insured Person's Home Country** by air ambulance or scheduled air service and necessary escort by a medical attendant;
- (d) travel arrangements for relatives, friends or business associates of the **Insured Person**.
- (e) on arrival in the **Insured Person's Home Country**, an ambulance service to hospital or place of residence.

**The prior approval and consent of the Assistance Company and/or any of their appointed agents must be obtained before medical emergency and/or repatriation/evacuation expenses are incurred.**

## 3 Section C - Loss or Damage of Scuba diving Equipment

This Section shall reimburse the **Insured** for loss or damage to scuba diving during the **Operative Time** equipment checked with a **Common Carrier** provided the **Insured Person** has taken all reasonable measures to protect, save and/or recover his property at all times. The equipment must be owned by and accompany the **Insured** at all times. Benefits will be paid to the maximum stated in the Schedule of Benefits. This insurance will pay the lesser of the following:

1. The actual cash value (cost less proper deduction for depreciation at the time of loss);
2. The cost to repair or replace the article with material of a like kind and quality

This coverage is secondary to any coverage provided by a **Common Carrier**. You must furnish proof of that full reimbursement has been obtained from the airline

### 3.1 Definitions Applicable to Section C

In this Section:

**"COMMON CARRIER"** shall mean any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

### 3.2 Extension to Section C

This Section is extended to cover scuba diving equipment lost or damaged during search and rescue only during the **Operative Time** which occurs during search and rescue only.

## 4 Section D - Personal Liability

This Section shall pay up to the Sum Insured for Section D of the Schedule of Benefits if the **Insured Person** becomes legally liable to pay any sums as damages as a result of:

1. accidental bodily injury or illness of any person
2. accidental loss of or damage to the property of a Third Party.

which occurs during the **Insured**.

The Underwriters will in addition pay claimants costs and expenses for which the **Insured** or **Insured's** personal representatives are legally liable in connection with an incident giving rise to a claim during the **Insured** and all other costs and expenses incurred with the Underwriters written consent.

### 4.1 Exclusions Applicable to Section D

Underwriters shall not be liable for

1. any claim resulting from:
  - (a) bodily injury or illness to any member of the **Insured's** immediate family or household;
  - (b) bodily injury to any person(s) with whom the **Insured** is travelling, irrespective of whether such person(s) is covered under this Insurance or not;
  - (c) loss or damage to property and/or money belonging to or in the custody or control of the **Insured** or his immediate family;
  - (d) the ownership, co-ownership, possession or use by the Insured Person of any land or buildings;
  - (e) or arising out of the ownership, co-ownership, possession, use or whilst under the control of the **Insured** of any vehicle, aircraft or watercraft (other than those that are hand propelled or sailing craft in territorial waters);
  - (f) liability assumed by the **Insured** by agreement unless such liability would have attached to the Insured Person in the absence of such agreement;
  - (g) the practice of a profession or occupation of an **Insured** or the supply of goods and services by an **Insured**.
2. costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.
3. costs incurred where the **Insured** becomes legally liable to pay any such sums as damages arising out of war or civil war other than where such damages result from accidental bodily injury or illness to any person.

### 4.2 Conditions Applicable to Section D

No admission of liability or offer, promise or payment shall be made without the prior written consent of Underwriters. Underwriters shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for compensation or damage against any other person. The **Insured** shall give all information and assistance that may be required.

## General Exclusions

Additional Exclusions apply in Sections, A, B, C and D Underwriters shall not be liable under this Insurance for claims in respect of or directly or indirectly consequent upon:

1. nuclear reaction, nuclear radiation or radioactive contamination;
2. the Insured engaging in flying of any kind other than as a passenger;
3. the Insured's suicide or attempted suicide, wilful self-injury or intentional self-injury, psychiatric disorders, being in a state of insanity or the Insured's own criminal act;
4. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
5. the Insured being under the influence of alcohol or drugs unless such drugs are prescribed by medical practitioner;
6. any condition for which the Insured has sought advice, diagnosis, treatment or counselling or of which the Insured was or should reasonably have been aware at the effective date of the Insured's coverage hereunder, or for which the Insured has been treated at any time prior to such effective date.

This exclusion shall not apply if such condition has been without the necessity of medical consultation or treatment for 24 consecutive months prior to the effective date of the Insured's coverage hereunder.

7. an Insured over 80 years of age unless cover in respect of such Insured has been agreed by Underwriters and the appropriate additional premium paid.



## General Conditions

Additional conditions apply in Sections A, B, C and D.

1. It is a general condition of this Insurance that an Insured Persons does not commence a trip
  - (a) after receipt of a terminal prognosis.
  - (b) against the advice of a registered qualified medical practitioner.
  - (c) while receiving in-patient treatment or awaiting such treatment.
  - (d) with the intention of obtaining medical treatment during an Insured Trip.
2. On the happening of any event likely to give rise to a claim under this insurance written notice thereof shall be given:
  - (a) in respect of a serious medical emergency and/or evacuation or repatriation as insured by Section B Emergency Medical Assistance Service cover immediately to:

HEALIX  
Phone: +49 461 160 63 63
  - (b) in respect of all other claims:

as soon as reasonably practicable to the Administrator:.

Balticfinance  
Werkstraße 12  
24955 Harrislee  
Germany  
Phone: +49 461 16063 0  
E-Mail: [cmas@balticfinance.com](mailto:cmas@balticfinance.com)  
[www.balticfinance.com](http://www.balticfinance.com)
3. The Insured shall as soon as possible following bodily injury sustained for which insurance is provided hereunder, place himself under the care of and follow the advice of a registered medical practitioner. There shall be no claim under this insurance should the Insured fail to follow such advice or treatment prescribed.
4. No sum under this insurance shall carry interest and Underwriters shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this insurance.
5. All words appearing in the gender of one sex shall be taken to include both sexes.
6. Any fraud, concealment, or deliberate mis-statement by an Insured 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.
7. All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.
8. This contract shall be governed by and construed in accordance with the laws of Guernsey, and each party agrees to submit to the exclusive jurisdiction of the courts of Guernsey.
9. The following cancellation condition shall only apply:

Other than as provided herein this Insurance may be cancelled by the Insured at any time in writing via the Administrator, stating when such cancellation shall take effect. In the event of cancellation, premium is due to Underwriters as follows:

- (a) on a pro rata basis for the period that Underwriters are on risk; or
  - (b) in full, in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Insurance.
10. Underwriters shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
  11. To the extent the Underwriter pays for a loss suffered by an Insured, the Underwriter will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help the Underwriter to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Underwriter may require. If the Underwriter takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Underwriter.
  12. Please be aware that this is not a general health insurance policy but an interim travel medical programme intended for use while away from the Insured Person Home Country.