

## Guide to the policy conditions

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## UNDERWATER SPORTS INSURANCE CONDITIONS

KOV OWS

*In case of doubt or discussion, the stipulations in the Dutch version shall apply.*

The special conditions below apply only if the policy schedule shows that this part is also insured. If provisions of these special conditions differ from the provisions of the applicable general KOV ALG conditions, the provisions of these special conditions will prevail.

### Art. 1 Definitions of terms

#### 1.1 Underwater sports equipment

Underwater sports equipment is understood to mean one's own or hired underwater sports equipment comprising scuba sets, wet suits, diving masks, lead weights and lead belts, buoyancy control jackets, flippers, snorkels and diving equipment (depth gauges, manometers, diving computers, diving watches, diving compasses and knives).

#### 1.2 The insured

The person stated on the policy schedule, who is residing in the Netherlands and who has a valid diving certificate, which has been issued by a qualified body. In addition, the insured must have health insurance and a valid certificate of medical fitness for diving.

### Art. 2 Period of cover

Within the period of validity of the insurance, the cover period starts in each case as soon as the insured:

- a. and/or his/her own underwater sports equipment leaves his/her home and ends as soon as the insured (and/or his/her own underwater sports equipment) returns to it;
- b. takes receipt of the hired underwater sports equipment from the person renting it and ends as soon as the hired underwater sports equipment is returned to the person renting it.

### Art. 3 Territorial scope of the insurance

The insurance applies during the outward and inward journey from and to the place of diving during the diving itself all over the world, including the Netherlands.

### Art. 4 Extent of the cover

#### Underwater sports equipment

- 4.1 That insured is damage to or loss of the underwater sports equipment, regardless of the



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cause, subject to that determined in article 5.

#### **Medical costs**

4.2 Costs of requiring a decompression tank, both in the Netherlands and abroad.

### **Art. 5 Underwater sports equipment exclusions**

There is no right to compensation in the case of:

- 5.1 Damage caused by slow-working weather influences or other influences (except for natural disaster), wear and tear, the nature of or a defect in the underwater sports equipment.
- 5.2 Other damage other than that to the insured property itself.
- 5.3 Damage such as disfigurement, scratches, dents, spots, etc. unless the insured equipment can no longer be used due to the damage.
- 5.4 Use during professional diving.
- 5.5 Equipment that is not approved and regularly checked by a diving centre certified to do so.

#### **Clause regarding care**

No right to compensation exists with respect to the underwater sports equipment if:

- 5.6 The insured (or the person from whom the insured receives help) has not observed the normal care necessary to prevent theft, loss, misplacement or damage.
- 5.7 The underwater sports equipment was left unsupervised in an improperly secured room.
- 5.8 The insured could and should have in fairness taken better measures under the given circumstances. Better measures to prevent theft from a vehicle mean in any case that the underwater sports equipment:
  - a. was left in a vehicle such that it was not visible from the outside in an individually lockable boot of a car or in a boot/loading space that was covered with a rear shelf, roll-cover or other similar facility in a car with a third or fifth door, including a station wagon;
  - b. was left in a camper, delivery van/van or caravan such that it was not visible from the outside, unless it was kept in a suitable properly installed facility;
  - c. was not left in the vehicle other than during a short stop during a journey from and to the fixed place of residence.

### **Art. 6 Special obligations**

When the insured sends items by public transport or another form of transport, the insured must, upon their receipt, check whether the insured items are still in a good state and whether anything is missing.

If the insured notices any damage or loss, the insured must immediately report this to the transport company. For this official report, the insured must submit a statement to the company.

If the insured does not fulfil this obligation, the company will not pay any compensation.

### **Art. 7 Claim settlement**

#### **Valuation of the underwater sports equipment**

In the event of loss/damage, the value of the insured property is determined as follows:

- a. for items that are not older than 2 years: the current new value;

- b. for items older than 2 years: the current market value.

New value is understood to mean the amount required to buy new items of the same type and quality.

Current market value is understood to mean the new value, minus an amount for a reduction in value due to ageing or wear and tear.

For items of everyday use, no amount will be compensated that is higher than the item originally cost.

### **Damages**

In the case of non-repairable damage, loss, misplacement or theft, the insurance company compensates the value determined. In the case of repairable damage, the insurance company reimburses the costs of repair up to maximum the value determined minus the value of the remains.

The insurance company is entitled to pay the damages in kind.

## **Art. 8 Compensation**

In the case of damage, the following payments apply:

- a. for all the underwater sports equipment, the amount insured per insured person as described on the policy schedule;
- b. costs of requiring a decompression tank as secondary cover at cost price in the context of current provisions, e.g. a health insurance.

However, with the following maximum compensation:

- c. for diving watches: € 910 per event;
- d. for depth gauges, manometers, diving computers, diving watches, diving compasses together: € 1,750 per event.

## **Art. 9 Payment of compensation**

The insurance company will pay the compensation to the insured, unless the insurance company has said that the compensation will be paid to someone else.