

DIVING ACCIDENT INSURANCE FINNISH DIVERS FEDERATION







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1. INTRODUCTION

This document describes the benefits provided to **you** by virtue of **you** being a valid Finnish Divers' Federation Member, who is a beneficiary in a group insurance policy issued to the Finnish Divers' Federation by **IDA Insurance Limited** (policy number: 20200101-SP-FDF).

Information about the insurer

Benefits under the policy of insurance issued to the Finnish Divers' Federation are underwritten by **IDA Insurance Limited**, with registered offices at DAN Building, Level 1, Sir Ugo Mifsud Str, Ta' Xbiex, XBX1431, Malta, info@idassure.eu. IDA is an insurance company authorised and regulated by the Malta Financial Services Authority and specialising in risks connected with Diving Activities. IDA operates throughout the European Union and the European Economic Area under freedom of services.

The Policies issued by IDA are distributed through **VING Insurance Brokers Ltd**, with registered offices at DAN Building, Levels 2/3, Sir Ugo Mifsud Str, Ta' Xbiex, XBX1431, Malta.

IDA Insurance Limited and VING Insurance Brokers Ltd are subsidiaries of the **DAN Europe Foundation**. These two specific companies insure transparency of management, efficiency in services, and full respect of European directives in the insurance field, always remaining faithful to the fundamental ideals of the DAN Europe Foundation.

Policyholder

Finnish Divers' Federation (Sukeltajaliitto Ry), Valimotie 10, 00380 Helsinki, Finland.

Cover Validity

This cover provides compensation for Injuries resulting from unforseen events during Diving Activities, including matches, competitions, training or travel immediately related to them.

This document describes all details of benefits, conditions and exclusions in relation to the cover and is the basis on which all claims you make will be settled.

You can find all information about the insurance product you selected on the Insurance Certificate.

The words used in this introduction have the meaning described in the Definitions, which should be referred to.



2. DEFINITIONS

Unless specifically stated otherwise, the words and expressions shown below have the corresponding meaning whenever they are used in this Policy and in any related document or certificate. Words used in one gender shall include all other genders and words in the singular shall include the plural and vice versa.

Accident	a sudden, unexpected, violent and external event which occurs at a time and place that can be precisely specified and which causes ascertainable injuries or death. "Accident" includes, but it is not limited to:	
	 a. barotrauma and decompression illness; b. asphyxiation unrelated to any disease; c. acute intoxication or poisoning due to the ingestion or absorption of substances; d. drowning or almost drowning; e. hypothermia from exposure or frostbite; f. injuries and traumas in general, including those caused by marine flora and marine fauna; and g. external otitis with the exclusion of recurrence. 	
Beneficiary	Your heirs or the other subjects specifically designated by You to whom We must pay the death benefit provided for by the Policy	
Broker	the insurance intermediary or agent acting between Us and the Policyholder.	
Certification	the certificate issued by a Diving Body that qualifies the bearer to carry out the diving activities to which the certificate refers.	
Commercial Diving	Diving Activities consisting of offshore diving or inland diving and inshore diving carried out by specialised personnel with specific authorisation for industrial, productive or engineering purposes, or in support of industrial and civil engineering, frequently practised in oil-plants, in ports or in their vicinity, in radioactive environments (Nuclear Diving) or in the presence of hazardous chemical or biological material.	
Complications of Pregnancy	the need to be admitted to hospital for illness, even if not connected with the pregnancy but negatively impacted by it, occurring in the final three months before the birth.	
Deductible	The amount We deduct from any indemnity provided under this Policy, in accordance with its terms and conditions.	
Dive Guide	the subject, specifically trained and certified by a Diving Body, who is professionally qualified to conduct the organisation, supervision, assistance and guiding of underwater excursions for certified divers.	
Diving Activity	Your underwater activities, consisting of: scuba diving, free diving, finswimming, underwater rugby, spearfishing, underwater orienteering, snorkelling, underwater photography.	



Policy	the content of this document, including any certificate or appendices accompanying it.	
Permanent Disability	the definitive and total permanent and irreparable loss of a limb, organ or a sense caused by an Accident or Illness.	
Medical Expenses	The reasonable and necessary medical expenses sustained or to be sustained by You in the event of an Accident covered under this Policy, for first aid rescue and medical, hyperbaric, hospital, clinical, surgical, manipulative, therapeutic, X-ray and nursing treatments, including the cost of medical services, ambulance hire (or other rescue methods) and other expenses required for Your transfer from the Accident location to the nearest facility where the necessary care and medical services can be administered.	
Medical Emergency	A critical health situation, in which vital signs are at immediate risk, which requires immediate care.	
Limit of Indemnity	the maximum amount we will pay for a claim, as specified in the Policy and in the Insurance Certificate.	
Insured Event	an event for which this Policy provides insurance services or cover.	
Insurance Period	the period for which You are covered by this Policy, as indicated on the Insurance Certificate.	
Insured/you/your	a valid member of the Finnish Divers' Federation	
Insurance Certificate	the document, in hard copy or electronic format, which summarises the details of the Insurance Coverage.	
Illness	any sudden and unexpected change in health condition that is not related, directly or indirectly to an Accident.	
Hospitalisation	an overnight stay or daytime admission to a public or private care institution, duly authorised to provide hospital assistance (not including thermal establishments).	
Emergency Operating Centre	the operating centre providing 24-hour emergency assistance services to You in accordance with the terms of this Policy.	
Emergency Medical Assistance	the medical assistance service provided to the Insured by the Emergency Operating Centre.	
Diving Instructor	an individual, specifically trained and certified by a Diving Body, who is qualified to conduct dive education and training.	
Diving Body	the national or international organisation, affiliated to WRSTC or CMAS, owner of a training method for teaching diving techniques in compliance with the International Standard Regulations, which issues qualifying Certifications to students who pass the specific training courses and which trains, also in compliance with said standards, Diving Instructors, Assistant Instructors and Dive Guides to carry out their respective activities.	



Material Facts	any past or current medical condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/ check-up has been required or received during the 2 years prior to commencement of cover under this Policy.		
Premium	the amount due to Us in consideration for providing cover under this Policy.		
Professional Diving	Diving Activities conducted either in an independent way or on behalf of third parties, remunerated or not, by Diving Instructors, Assistant Instructors and Dive Guides providing diving instruction and training and assisting or leading underwater excursions, in the field of Recreational Diving.		
Recreational Diving	Diving Activities, including those of students. For scuba diving, the following activities fall under the definition of Recreational Diving: a. dives with compressed air, in any form b. dives with oxygen enriched air at a set percentage, or "Nitrox", either with open circuit breathing apparatus or with a "rebreather"; c. dives using oxygen or oxygen enriched air to increase safety during decompression d. dives not deeper than 50 metres using "Trimix" normoxic blends intended to minimise the narcotic effects of compressed air e. Technical Dives For any dive modality described above (a - e), the diver should never be exposed to breathing gas blends at partial pressures higher than 1.4 ATA of Oxygen for the bottom part of the dive, 1.6 ATA of Oxygen during the decompression and/or 5,6 ATA of Nitrogen.		
Technical Dives	any underwater activity conducted with the use of variable blends of gases, other than nitrox, including, "trimix" (nitrogen-helium-oxygen) or "heliox" (helium-oxygen) up to depths not exceeding 130 metres.		
Terrorism	an act, including but not limited to the use or threat of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put the public, or any section of the public, in fear.		
Travel	travel by You outside Your country of residence for holiday or pleasure (not for work purposes or in any way connected with Your work or professional activities other than Professional Diving), for a period starting from the departure date from Your country of residence and ending on the date of return, subject to the maximum number of days specified on the Insurance Certificate.		
We/Us/Our /Insurer	the Insurance company that covers the risks specified in the Policy.		



3. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all sections of the Policy, unless specified otherwise. If You fail to comply with these terms, it may affect Your entitlement to cover under this Policy.

1. Cancellation by You

You have the right to cancel this Policy within 14 days of its start date by giving notice to Us in writing by recorded delivery, provided that You have not made any claim or requested any insurance services under the Policy in the meantime. The cancellation date will be the date of the postmark. If You cancel the Policy, We will reimburse the Premium in full, net of taxes and other fees We are legally entitled to deduct.

2. Cancellation by Us

After any claim, We have the right to cancel the Policy by giving 30 days' written notice to You by registered post, provided that notice is given within 60 days of settlement or refusal by Us to cover the claim. If We cancel the Policy, We will reimburse the part of the premium, net of taxes, paid for the unexpired risk period, except in case of withdrawal following a claim settlement.

3. Your obligations

You must:

- a. take all reasonable precautions to prevent the occurrence of any Insured Event. If an Insured
 Event does occur, You must do everything possible to reduce any loss or damage and adopt
 all necessary measures to protect any insured items;
- b. not act in any way recklessly or carelessly;
- c. not conduct Diving Activities or Travel against medical advice or in the presence of any symptoms that that would make such Diving Activities or Travel unwise;
- d. co-operate with Us in the handling of any claim by allowing Us to carry out whatever investigations We deem necessary, including submitting Yourself to medical assessment and providing Your medical records.

4. Our rights

If You make a claim under the Policy, We are entitled:

- a. to investigate the circumstances of the claim in order to consider whether the claim is covered by the Policy;
- b. to take any recovery or subrogated action, including in Your name, against any third party responsible in full or in part for the incident or occurrence giving rise to the claim;
- c. to withhold any cover or services under the Policy until We have completed our investigations and establish that the claim is covered by the Policy;
- d. not to pay any indemnity, redemption or other sum due until You sign the "settlement agreement" form.



5. In the event of a claim

If an Insured Event, or any other incident or event that might give rise to a claim under the Policy, occurs, We will not make any payment under the Policy unless You or Your Beneficiary notifies Us by contacting Our claims office at:

IDA Insurance Ltd - Claims Department

DAN Building, Level 1 Sir Ugo Mifsud Street, XBX1431 Ta' Xbiex, Malta Tel: +356 2016 1631, email: claims@daneurope.org

You shall also:

- a. contact Our Claims Office as soon as possible after the date of the event (or first occurrence for continuing events), or, for event occurring during Travel, from the date of return;
- b. provide details of the event and ask for an accident form;
- c. Send Us a completed accident form together with all documentation connected with the event.

In case of Medical Emergencies, You, or someone on Your behalf, shall contact the Emergency Operating Centre:

- a. before You are admitted to any medical facility. If you are admitted in an emergency, You shall contact the Emergency Operating Centre as soon as possible after admission;
- b. before arranging repatriation;
- c. in the event of death, before Your remains are buried, cremated or transported; and
- d. before any arrangements are made to transfer You to or from any medical facilities.

6. Uninsured costs and expenses

If We incur any costs and expenses on Your behalf which are not covered by the Policy as a result of Your breach of the Policy's terms, You must reimburse any such costs and expenses to Us within 30 days of request.

7. Fraudulent claims

If You, or anyone on Your behalf, makes any fraudulent or false claim, including the deliberate provision of incorrect information or any altered or false statement, or the exaggeration of any claim, We will be entitled to terminate the Policy and You will have no rights under it. If We do so, We shall be entitled to retain all Premiums and You must repay any payments already made by Us under the Policy. If You disagree with Our assertion of this remedy, all cover under the Policy will be suspended until the matter has been resolved in accordance with the Policy's term and conditions.

8. Disclosure

Prior to commencement of the Policy and at each renewal, You must provide Us with details of all Material Facts. Material Facts include any physiological or medical condition which could disqualify You from safely practising Diving Activities, other than under specific conditions or precautions. If you do not, this may result in your claim not being paid. If you are in doubt as to whether a fact is 'material', you should tell us by completing a medical self-declaration form. Please write to medical@daneurope.org. Your enquiry will be handled confidentially and you will be advised in writing of the extent of cover that can be provided.



9. Change of circumstances

If during the Period of Insurance any Material Fact changes, You must notify Us immediately by email to medical@daneurope.org or to any other email We provide for this purpose. If We agree that You are still covered by the Policy, We may impose additional terms.

If You don't notify us in accordance with this requirement, We will have the Right to terminate this Policy and refuse to provide any cover under it.

10. Limits of Indemnity

The Limits of Indemnity stated in the Insurance Certificate apply to each Insured Event and each Period of Insurance, irrespective of the number of claims.

11. Multiple insurance

You must notify Us immediately if You hold any other policy in relation to the matters covered by this Policy. In the event of a claim, You must notify Us of the name and address of any other such insurer. We shall be entitled to ask such other insurer to contribute proportionately to any payment made under the Policy. This does not apply to the cover for benefits under Section 5, Paragraph B.

12 . Uninsurable individuals

any person affected by:

- 1. addiction to psychoactive substances (alcohol, narcotics, hallucinogenics, drugs, psychotropic substances);
- 2. acquired immune deficiency syndrome (AIDS), or any individual diagnosed as H.I.V. positive;
- 3. Parkinson's disease; or
- 4. schizophrenia, manic depressive forms or paranoid states, or any other illness or state characterised as organic-cerebral syndromes.

13. Cover commencement and duration

Cover commencement and duration are specified in the Insurance Certificate.

14. Applicable law and jurisdiction

This Policy is governed by the laws of Malta and the parties submit themselves to the courts of Malta, other than in respect of any specific Limits of Indemnity that are legally required in the country in which the risk is located.

15. Dispute resolution

The parties agree that any dispute in relation to the interpretation or applicability of this Policy shall be resolved through an alternative dispute resolution procedure (ADR) of mediation or arbitration, which will be



selected by the party commencing the process. The ADR process shall be binding on all parties, who shall be entitled to legal and technical representation and shall have the right to cross examine the other party.

16. Privacy and personal information

We are authorised to collect, conserve and process certain data relating to You, as permitted by the law and in compliance with the Declaration on Privacy and protection of data (a copy of which may be requested from Us). Given the sensitivity of some data, You authorise Us to process it and, if necessary, disclose it to third parties, including loss adjusters or agents, for the purposes of managing the Policy.



4. GENERAL EXCLUSIONS

The following general exclusions apply to all sections of the Policy.

We do not cover:

1. Persons over 75 years of age

anyone aged 75 years or older at the start date of the Policy, unless such person obtained a medical certificate from a suitably qualified medical practitioner that declared them fit to dive and travel, and that such certificate was submitted to, and accepted by, Us at least 30 days prior to the start of the Policy. If anyone covered under this Policy turns 75 during the Insurance Period, coverage remains in place for the duration of the Insurance Period, subject to the terms and conditions of the Policy. For information on "fit to dive" and "fit to travel" certification, please contact: medicalreferrals@daneurope.org

2. Specific activities

any activity other than Your Diving Activity (consisting of Recreational Diving and Professional Diving), unless agreed otherwise in writing. We also do not cover any act, incident or event directly or indirectly due to:

- a. Commercial Diving;
- b. Technical Dives carried out beyond -130 meters of depth, and/or which expose the diver to breathing gas blends at partial pressures higher than 1.4 ATA of Oxygen for the bottom part of the dive and 1.6 ATA of Oxygen during the decompression and/or 5.6 ATA of Nitrogen, other than where agreed in writing by Us;

3. Deliberate acts

the consequences of any act or omission committed by You intentionally, as a consequence of gross negligence or in breach of:

- a. any laws, rules or regulations relating to Diving Activities;
- b. the rules of the Diving Body that issued the Certification or any rules or limitations relating to

Important note: This exclusion does not apply to any occurrence which is purely accidental and not voluntary or deliberate

4. Material Facts

the consequences of any act, incident or event caused by or connected to any Material Fact, which You did not disclose to Us prior to the start date of the Policy.

5. Specific injuries and illnesses

any death, injury, disease or loss directly or indirectly due to:

- a. the deliberate self-infliction of any illness or injury, the effects of alcohol or drugs (other than those prescribed by a doctor, but including those prescribed for the treatment of an addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, Travel against medical advice or where the purpose of travelling is to obtain medical treatment;
- b. mental illness;
- c. myocardial infarction, cerebral infarction (stroke), hernias or the breaking of tendons, other than where arising as a direct consequence of a cause otherwise covered by this Policy. However, this exclusion does not apply to emergency medical assistance to stabilise any medical condition; and
- d. human immunodeficiency virus (HIV) or any connected disease, including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivation.

6. Specified perils

death, injury, disease, claim or loss directly or indirectly due to:



- a. Your suicide, attempted suicide or deliberate exposure to danger (other than when attempting to save a human life);
- b. any criminal act by You;
- c. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or any other act or operation connected to war;
- d. warlike action by any regular or irregular military force or civilian agent, or the actions of any government, sovereign or other authority to hinder or defend against an actual or expected attack;
- e. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these;
- f. any act of Terrorism or any action taken in the attempt to prevent an actual or perceived imminent act of Terrorism;
- g. the discharge, explosion or use of any weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive weapons or similar agents;
- h. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speeds;
- i. ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
- j. the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or related nuclear component.

However, If You are detained involuntarily during Travel for any of the reasons set out in **points c. – f.** above, these exclusions will not apply for a period of 7 days from Your first awareness of such events, provided You make reasonable efforts to leave the country as soon as possible.

7. Travel against advice

any act, incident or event occurring during a journey to a destination where the government of Your country of residence has expressly advised against Travel before You departed.

8. Specific medical treatment

any of the following (including any connected illness or injury):

- a. medical expense or treatments prescribed or administered by a family member of Yours;
- b. medical expense or treatments not deemed necessary by Us;
- c. treatments of a non-medical nature;
- d. aesthetic treatments, complications following vaccinations or treatment from chiropractors or osteopaths

9. Sanctions

any act, incident or event, or make any payment under the Policy if doing so would expose Us to any sanction, prohibition or restriction pursuant to a United Nations resolution, or any commercial or economic sanction provided for by laws or regulations of the European Union, the United Kingdom or the United States of America.



5. COVER SECTION - DIVING ACTIVITIES

SPECIFIC COVER

If, whilst undertaking Recreational Diving or Professional Diving anywhere in the world, You suffer an Accident during the Insurance Period, We will provide the following cover and services.

1. Medical Expenses

We will pay Medical Expenses reasonably and necessarily required as a direct result of the Accident. We will also pay for the items listed under **A: Medical costs and cover** below where We consider such costs and expenses are medically necessary and the costs are reasonable and are a direct result of the Accident. Compensation will only be paid for expenses incurred within three years of the Accident. We will not pay more than the relevant Limit of Indemnity stated on the Insurance Certificate.

2. Permanent Disability or death

If the Accident results in Your death or a Permanent Disability, We will pay for the items listed under **B**: **Permanent disabilities** and death and **C**: **Table of benefits**.

We will not pay more than the relevant Limit of Indemnity stated on the Insurance Certificate.

Extended definitions for this section

For the purposes of this Cover Section only, **Diving Activities** includes:

- a. the assembly, disassembly and checking of diving equipment;
- b. putting on and removing equipment;
- c. loading and unloading diving equipment on and off a transportation vehicle for the purpose of going to or returning from a dive site; and
- d. embarking on or disembarking from a water craft for diving purposes.
- e. filling of tanks (by authorized and trained personnel only)
- f. matches, competitions, training or travel immediately related to them

A: Medical costs and cover

1. Specialised consultancy in underwater medicine

We provide You with access to The Divers Alert Network (DAN) doctors, who are available 24 hours a day, 7 days a week for specialised consultancy in underwater medicine, by calling the Emergency Operating Centre at the number indicated on the DAN card.

2. Medical evacuation

Emergency transportation by ambulance or other rescue vehicle to the nearest appropriate medical structure, including for cases of suspected decompression illness.

3. Medical treatment

Expenses of examinations, treatment and surgery by healthcare professionals; costs of drugs and wound dressing sold in pharmacies; hospital charges; orthopaedic braces or bandages; dental injury examination and treatment; physiotherapy following surgery (max 10 treatments per insured event); rental of crutches; hyperbaric therapy (only included in the Diving Licence).



B: Permanent disabilities and death

1. Death benefit

In the event of Your death, We will pay to the Beneficiary the Death Benefit stated in the Insurance Certificate for the corresponding event giving rise to Your death ('Death Benefit').

2. Disability benefit

If You suffer a Permanent Disability, We will pay You the corresponding disability benefit stated in **C**: **Table of benefits**, being the Limit of Indemnity multiplied by the corresponding percentage, in respect of each Permanent Disability ('Disability Benefit').

3. Death or disability benefit for other Technical Dives

If Your death or Permanent Disability is caused by a Technical Dive not falling within the definition of Recreational Diving, We will not provide any Death Benefit or Disability Benefit under the Policy.

4. Calculation of benefit amounts

Any Death Benefit and the Disability Benefit payable under the Policy shall be a single, fixed amount calculated in accordance with the calculations set out above. Any individual circumstances such as the occupation or hobbies of the insured do not have effect on the calculation.

5. Timing Conditions for Death or Permanent Disability benefit

We will only pay a Death Benefit or Disability Benefit if

- a. in the case of Permanent Disability, such disability:
 - i. occurs within 12 months of the date of the Accident;
 - ii. lasts for a continuous period of at least 12 months; and
 - there is no reasonable prospect of recovery or improvement after the end of such period;
 or
- b. in the case of death:
 - i. such death occurs within twelve months of the date of the Accident;
 - ii. We are provided with a copy of the death certificate, showing the cause of death; and
 - iii. Your mortal remains are recovered and We are provided with an autopsy report. If an invasive autopsy examination is not possible, including for religious reasons, a visual autopsy report may be provided to Us, complete with an examination performed with adequate diagnostic imaging methodology (X-Ray, CT Scan, MRI, Echo or equivalent). However, this does not apply if We expressly waive this requirement.

6. Death within 12 months of Accident

If You die as a result of, and within 12 months of, the Accident, We will only pay the Death Benefit, even if You have also suffered a Permanent Disability.

7. Death from unconnected causes

If You die within 12 months of the Accident as a result of any cause not connected to the Accident, the amount We pay to the Beneficiaries will be calculated by reference to Your medical condition immediately before the act, incident or event resulting in Your death.



C: Table of benefits

Disability	Indemnity percentage
Loss of use or sense	
total loss of vision in one eye	50%
total loss of hearing in both ears	100%
total loss of hearing in one ear	40%
total loss of voice	100%
loss of balance due to irreversible vestibular injury, which completely compromises independent walking	100%
Disabilities to upper limbs:	
total loss of an arm or part of an arm (other than the hand)	100%
total loss of a hand	50%
total loss of a thumb	25%
total loss of a phalanx of a thumb	15%
total loss of an index finger	15%
total loss of a phalanx of an index finger	5%
total loss of two phalanges of an index finger	10%
total loss of any other finger	5%
Disabilities to lower limbs:	
total loss of a leg or part of a leg (other than the foot):	
above the knee	100%
below the knee	70%
loss of a foot (up to the ankle)	60%
loss of half a foot (below the ankle)	40%
loss of a big toe	15%
loss of any other toe	5%

For the purposes of this Cover Section, 'loss of limb' or 'loss of an organ' (or part thereof) means its anatomical separation or the total and irreversible loss of its function, including paralysis but not including paresis.



D. Exclusions applicable to Cover Section 5. Diving Activities

The exclusions below apply to Cover Section 5, in addition to the General Exclusions

We do not cover any Accident, death or disability directly or indirectly due to:

- 1. Your participation in any:
 - a. naval, military or aeronautical service or operation;
 - b. professional underwater fishing or coral collection;
- 2. the use of any underwater means of transport, regardless of whether or not under Your control. However, this does not apply to the personal use of underwater scooters;
- 3. Complications of pregnancy

E. Conditions applicable to Cover Section 5. Diving Activities

The conditions below apply to Cover Section 5, in addition to the General Terms and Conditions

- 1. Cover is only valid if:
 - a. the activities performed are characteristic of the sport and in line with the training program;
 - b. In case of diving activities conducted outside a training course, the insured person holds a valid certification to conduct such activities.
- 2. You may be entitled to more than one Disability Benefit under this Section, but We will not pay Disability Benefits in addition to a Death Benefit and We will not in any event pay more than the applicable Limit of Indemnity.
- 3. If, after paying Disability Benefits, You subsequently die from the same Accident and become entitled to payment of a Death Benefit, We will deduct from the Death Benefit the amount of any Disability Benefits We have paid in relation to that Accident.

