



c/o Kane (Cayman) Limited  
P.O. Box 10233  
Willow House \* 171 Elgin Avenue  
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Cayman Islands

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## DAN – ASIA PACIFIC DIVING ACCIDENT INSURANCE PLANS

### EVIDENCE OF INSURANCE – INDIVIDUAL CERTIFICATE FOR INSURED MEMBERS OF DAN - ASIA PACIFIC

#### READ THIS EVIDENCE OF INSURANCE – INDIVIDUAL CERTIFICATE CAREFULLY

The **DAN Standard Plan** offers coverage for decompression illness (DCI), which includes both arterial gas embolism (AGE) and decompression sickness (DCS) sustained on a dive or a Repetitive Dive Series to a depth not exceeding forty (40) meters. This plan provides up to US\$45,000 coverage for hyperbaric fees, physicians and medical supplies used in the treatment of DCI. A Standard Plan with limited coverage is available for Diving Students.

The **DAN Master Plan** provides up to US\$125,000 coverage for DCI and all covered in-water injuries sustained on a dive or a Repetitive Dive Series to a depth not exceeding fifty (50) meters. The Master Plan also provides up to US\$10,000 in accidental death and dismemberment benefits resulting from a covered Diving Accident; plus up to US\$15,000 in permanent total disability benefits from a covered Diving Accident.

The **DAN Preferred Plan** provides up to US\$250,000 coverage for a Diving Accident and all covered in-water injuries sustained on a dive to any depth; provided that the Insured Member held appropriate certification and/or experience for the dive and was using appropriate breathing gas mixes and equipment during the dive or Repetitive Dive Series. The Preferred Plan also provides up to US\$10,000 in accidental death and dismemberment benefits resulting from a covered Diving Accident; plus up to US\$15,000 in permanent total disability benefits from a covered Diving Accident.

The **DAN Preferred Plus Plan** provides up to US\$250,000 coverage for a Diving Accident and all covered in-water injuries sustained on a dive to any depth; provided that the Insured Member held appropriate certification and/or experience for the dive and was using appropriate breathing gas mixes and equipment during the dive or Repetitive Dive Series. The Preferred Plus Plan also provides up to US\$15,000 in accidental death and dismemberment benefits resulting from a covered Diving Accident; plus up to US\$15,000 in permanent total disability benefits from a covered Diving Accident; plus up to US\$10,000 in non-diving accident medical insurance; plus benefits for diving vacation cancellation (up to US\$5,000), diving vacation interruption (up to US\$2,500), extra accommodations (up to US\$3,000), extra transportation (up to US\$2,000), and lost diving equipment (up to US\$2,500).



Coverage under these plans is secondary coverage. After any other insurance you may have, your DAN-AP sponsored plan pays 100% of all remaining Covered Medical Charges.

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## CERTIFYING CLAUSE

Accident & General Insurance Company, Ltd. (“AGI”) has issued a Group Diving Accident Insurance Policy (the “**Group Policy**”) to Divers Alert Network (DAN) Asia-Pacific Limited for Your benefit. AGI hereby certifies that You, subject to acceptance of Your enrollment application and payment of the premium due, are insured for benefits as provided under this Certificate. For a copy of the Group Policy, contact AGI at the address above.

## INCORPORATION PROVISION

The provisions of the Group Policy and all amendments to the Group Policy after its effective date are incorporated into and made part of this Evidence of Insurance – Individual Certificate (“Certificate”).

Administered By: Divers Alert Network (DAN) Asia-Pacific Limited (“DAN – AP”)  
ABN 67 066 827 129

Underwritten By: Accident & General Insurance Company, Ltd. (“AGI”, “Underwriters”)



*This Evidence of Insurance highlights your group diving accident insurance benefits from AGI under Group Policy Number GDA110. This Evidence of Insurance does not constitute a contract of insurance and is subject in every respect to the terms of the Group Policy. If there is a conflict between this Evidence of Insurance and the Group Policy, the provisions of the Group Policy will govern.*

## **SCHEDULE OF INSURANCE**

For persons eligible to be insured under Group Policy Number GDA-110 dated January 1, 2009 and issued to:

Divers Alert Network (DAN) Asia – Pacific Limited (“Policyholder”)

The Group Policy provides both Contributory Insurance and Non-Contributory Benefits for DAN - AP Members.

### **WAITING PERIOD**

Coverage does not go into effect for any evacuation, medical, paramedical or other injury benefits resulting from or materially contributed to, directly or indirectly by any diving or other activity in which the applicant engaged prior to and up to the time of acceptance of the application by DAN Asia-Pacific, regardless of the date on which any claim for cover is made by or on behalf of the Insured Person. In such a case, the Insurance will take effect on the date of his or her complete recovery from the injury.

If a Member is confined in a Medical Institution on the date his or her Insurance would normally take effect, coverage will not begin on the usual Effective Date. In such a case, the Insurance will take effect on the date of his or her discharge.

### **CLASSIFICATION OF ELIGIBLE PERSONS**

Class 1: All dues-paying Members in good standing of DAN – AP and their eligible dependents, who are 12 years of age or older, a resident of an eligible Home Country, and not a Commercial Diver are eligible. Insurance is not available to divers whose Home Country is the U.S.A., Japan, Africa or a country on the European continent while residing in that Home Country. Applicants with a Home Country on the European continent must provide evidence of permanent residence within the Region covered by DAN – AP in order to be considered for this insurance.

Class 2: Diving Students who are ages 12 or older who are enrolled in an eligible program leading to an entry level diving certification. A Diving Student eligible as a Class 1 member is eligible under Class 1 and not Class 2.



## **CLASSIFICATION OF ELIGIBLE DEPENDENTS**

A Member (Class 1 only) who has elected DAN - AP family membership (if available from DAN - AP) may cover the following eligible dependents:

- A. Spouse or Cohabitant of the Member; and
- B. Unmarried dependent children, including foster children, adopted children, children placed for adoption with the Insured Member, and stepchildren age 12 or older and under age 18 or under 24 if a full-time student at an accredited school or college who is not employed on a full time basis and has the same permanent home address as the parent. Such limiting age shall not terminate coverage of a child who is and continues to be mentally retarded or physically handicapped and who is incapable of self-sustaining employment and chiefly dependent upon the Insured Member for support and maintenance. The Insured Member must notify AGI of such incapacity within 31 days of attainment of the limiting age and as may subsequently be required by AGI but not more frequently than annually.

A member must be covered under the Group Policy to have Dependents Insurance.

Note: You have the option to elect the Standard Plan, Master Plan, Preferred Plan or Preferred Plus Plan of Dive Accident Insurance for you and your eligible dependents. The Plan selected will be that shown on your most recent enrollment card. Diving Students may elect the Standard Plan only. The benefits payable under this Group Policy will be secondary to benefits payable under any other method of coverage.

Member Insurance is provided to all Members who are in an eligible class shown in this Schedule of Insurance.

You will be eligible for Insurance on the Effective Date of the Group Policy if You are in an eligible class on that date, the appropriate premium has been paid, and the application has been accepted and processed by DAN – AP.

## **EFFECTIVE DATE**

You will be insured for Insurance on the date You become eligible. Coverage will begin at 12:01 a.m. Local Time at the Policyowner's address on the date acceptance is confirmed by the Underwriters or its agent. The duration of coverage is as follows:

- Class 1: One (1) Year
- Class 2: For duration of entry level training program, but not to exceed six (6) months.

An Eligible Dependent's insurance will become effective on the Insured Persons Effective Date.



## **TERMINATION OF INSURANCE**

This Insurance will automatically terminate on the earliest of:

- a) the date the Group Policy terminates; or
- b) the last day of the period for which the Insured Person's premium has been paid; or,
- c) the date the Insured Persons are no longer: (i) Members in good standing with DAN – AP or, (ii) in the case of the DAN Student Insurance program only, a Diving Student.

No payment shall be made for any charges incurred after the date this Group Policy is terminated, except as provided in any extended benefits provision of this Group Policy.

## **GEOGRAPHIC AREA OF COVERAGE**

This Group Policy covers Insured Persons anywhere in the world.

(End of Schedule of Insurance)

## DEFINITIONS

The following definitions, and any limitations or restrictions contained in these definitions, apply to all benefits provided under this policy.

**Arterial Gas Embolism (AGE)** means signs and symptoms due to gas entering the arterial system as a result of over-pressurization of gas-containing body structures during diving.

**Cohabitant** means the Member's domestic partner, provided all of the following proof is provided to AGI:

1. Evidence of financial interdependence including joint bank accounts, jointly owned property, joint credit cards or designation of beneficiary of life insurance or pension benefits;
2. Evidence of cohabitation;
3. Evidence of a prior relationship of at least 6 months, with an expectation of future commitment;
4. Indication of an exclusive mutual commitment;
5. Evidence of attainment of the age of majority;
6. Statement that the person is not legally married;
7. Statement that he is not related by blood to the domestic partner; and
8. If a resident of a city, municipality or other governing jurisdiction that allows for filing as domestic partners, evidence of such filing.

For purposes of this policy, references to Spouse will mean Cohabitant where it applies.

**Commercial Diver** means any diver who undertakes diving for payment or reward other than divemasters or scuba instructors supervising recreational diving activities, underwater photographers, or diving while performing research for a state or national government agency or university and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognized scientific body.

**Covered Dive** means a recreational dive or diving while a scuba instructor, dive master, underwater photographer, or while performing research for a state or national government agency or university and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognized scientific body. A Covered Dive must begin while Insurance is in force and must comply with the following depth restrictions:

Standard Plan - maximum depth 40 meters or less

Master Plan - maximum depth 50 meters or less

Preferred Plan and Preferred Plus Plan– no maximum depth limit; provided that the Member held appropriate certification and/or experience and was using appropriate breathing gas mixes and equipment for the dive or dives undertaken.

**Custodial Care** means care:

1. Provided primarily for the maintenance of the Insured Person; and
2. Essentially designed to assist the Insured Person in the activities of daily living.

Custodial Care does not include care primarily provided for its therapeutic value in the treatment of Injury.

**Decompression Illness (DCI)** means Decompression Sickness (DCS) or Arterial Gas Embolism (AGE). Such illness must be a direct result of a Covered Dive that takes place while Insurance is in force.

**Decompression Sickness (DCS)** means signs and symptoms due to gas in the tissues resulting from a Covered Dive.

A **Dive** begins when a person enters the water to commence a scuba diving activity or snorkeling activity and ends when the person exits the water at the end of that particular activity.

**Diving Accident** means an illness or injury that occurs during a Covered Dive, including DCI and Pulmonary Barotrauma.

**Diving Equipment** means diving equipment that is worn on the diver's person that is lost or damaged as a result of a Diving Accident that requires urgent transportation or hospitalization. Diving Equipment does not include watches, their glasses or covers, torn straps or buckles, or photographic equipment of any kind.

**Diving Medical Certificate** means a medical certificate for diving issued by a physician in accordance with the guidelines of the South Pacific Underwater Medicine Society (SPUMS) or equivalent standards.

**Diving Student** means a person who participates in a course of instruction that leads to diving certification. The course of instruction must be under the direction of an approved organization. The course of instruction must be of limited duration (usually six weeks or less) and have a very limited number of open water dives (usually four to five). The offering of the Student Insurance Program must have been approved in advance by DAN – AP, and both the instructor and student must have been following the guidelines of the course of instruction.

**Eligible Person** means a person or dependent that satisfies the eligibility requirements for the Policyholder. The classification of Eligible Persons and Eligible Dependents are shown in the Policy Schedule.

**Home Country** means the country from which the Insured Person holds a passport. Where the Insured Person holds no passport, or more than one passport, the Home Country will be the country in which the Insured Person has declared with the Underwriters and the person must have been living in the Asia-Pacific Region for the past three (3) months and/or planning to stay in the Region for at least three (3) months. Insured Persons who have taken up long-term residency in the Asia-Pacific Region may be asked to provide evidence of such long-term residency.

**Hospital** means an Institution constituted, licensed and operated as a hospital that meets fully the following:

1. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
2. is under the supervision of a medical staff and has one or more Physicians available at all times;
3. provides 24 hours a day service by registered graduate nurses (RN's);
4. maintains on its premises all the facilities needed for the diagnosis, medical care and treatment of Injury; and,
5. maintains organized facilities for major surgery or has facilities available to it on a pre-arranged basis.

No claim for treatment, care or services rendered in a Hospital will be denied solely because the Hospital lack major surgical facilities.

The term "Hospital" does not include an Institution, or that part of an Institution, used mainly for: (i) nursing care; (ii) rest care; (iii) convalescent care; (iv) care of the aged; (v) Custodial Care; or (vi) educational care.

**Hyperbaric Chamber** means a pressure vessel approved for recompression of diving accident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of AGE or DCS.

**Illness** means sickness or disease of any kind contracted and commencing while the Insured Person's coverage under this policy is in force.

**Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means occurring while the Insured Person's coverage under the Group Policy is in force, and resulting directly and independently of all other causes. Specifically excluded from coverage is any injury, resulting directly or indirectly, from an accident involving a motorcycle, motor scooter or moped.

**Inpatient** means an Insured Person who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

**Institution** means a facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to a Member, such as a Hospital, Convalescent or Skilled Nursing Facility, Ambulatory Surgical Center, or any other such facility that the Underwriters approve.

**Insurance** means the coverage that an Insured Person has under the Group Policy.

**Insured Member** means you, the Member, and Diving Students who have Insurance under the Group Policy.

**Insured Person** means an Eligible Person or Eligible Dependent who has Insurance under the Group Policy.

**Intensive Care Unit** means a separate part of a Hospital that is reserved for critically and seriously ill patients who require highly skilled nursing care and constant or close and frequent audiovisual nursing observation. The Intensive Care Unit must provide its patients with:

1. Room and board;
2. Nursing care by Nurses who work only in the unit; and
3. Special equipment and supplies that are primarily for use within the unit.

**In-water Injury** means any injury that occurs while the Member is diving or snorkeling and is a direct result of that activity.

**Medically Necessary or Medical Necessity** means services or supplies received while insured that the Underwriter determines to be:

1. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Diving Accident;
2. Provided for the symptoms, diagnosis or direct care and treatment of a Diving Accident; and
3. Within standards of good medical practice within the organized medical community; and
4. Not primarily for the convenience of the Insured Person, Insured Person's Physician or another provider; and
5. The most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured Person is receiving or the severity of the Insured Person's



condition and that Outpatient Treatment would not be adequate to effectively treat the Insured Person.

**Member** means You, the Member in good standing of DAN-AP. As used in this provision of the Group Policy, the term **Member** will also mean a Diving Student.

**Member Insurance** means the coverage for all of the Members who are eligible to be insured.

**Month(ly)** means the period of time from the beginning of a number day of a Month through the end of the day just before the same numbered day of the following Month.

**Nuclear, Biological or Chemical Terrorism** means the intentional use of nuclear agents such as nuclear bombs or detonation of a conventional explosive, and/or the intentional use of chemicals, and/or the dissemination of microorganisms or toxins derived from living organisms to produce disease or death in humans, animals or plants.

**Non-Contributory** means that no additional premium payment is required by the Member for the benefit.

**Nurse** means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. For nursing services required outside the jurisdiction of the United States, Nurse means a healthcare practitioner providing nursing services that is licensed or certified to provide such services in the country or district where the services are rendered.

**Other Medical Expense Insurance** means medical expense insurance provided by any other insurance or welfare plan or prepayment arrangements (including Blue Cross or Blue Shield plans), regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean third party liability coverage, including automobile medical plans.

**Outpatient Treatment** means Medically Necessary services and supplies provided to an Insured Person in a Hospital or other Institution, including: Ambulatory Surgical Center; Convalescent or Skilled Nursing Facility; or Physician's office for an Injury, when the Insured Person is not charged for room and board.

**Physician** means a medical practitioner of the healing arts who is licensed in the country or district where the services are rendered and operates within the scope of his or her license and provides services covered under the Group Policy. The term shall include a licensed physiotherapist, but shall not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.



**Predisposing Medical Condition** means any medical condition existing prior to the effective date of Insurance that may predispose the Member to a diving accident. Such Predisposing Medical Condition includes, but is not limited to, epilepsy, diabetes, any other condition that could cause a person to become unconscious underwater, asthma, pulmonary disease or injury, cardiovascular disease, cardiac conditions, previous decompression illness and major surgery.

**Pre-existing Condition** means a medical condition that existed and for which diagnosis, treatment and/or medication was received within the 12 Months immediately preceding the effective date of Insurance.

**Pulmonary Barotrauma** means over distension and rupture of the lungs resulting from expanding gases during ascent from a dive.

**Reasonable and Customary Charge(s)** means charges for medical services and supplies that are required for the care of the Member that: (1) are normally charged by the provider for these services and supplies; and (2) do not exceed the amount normally paid by the DAN International Preferred Provider Network (DAN IPPN) to providers of similar services and supplies. Consideration will be given to (1) the nature and severity of the condition for which the Member needs care; and (2) any circumstances for which additional time, skill or experience are required. In any case where a provider of services accepts as full payment an amount less than the Reasonable and Customary Charge that would have been accepted in the absence of Insurance, that reduced amount will be the maximum Reasonable and Customary Charge. If Other Insurance exists, the most AGI will pay is the Reasonable and Customary Charge less what is paid by Other Insurance.

**Recompression Treatment** means treatment for DCI in a recompression chamber.

The **Region** covered by DAN – AP includes Australia, Brunei, Cambodia, China, Fiji, Hong Kong, India, Indonesia, Korea, Malaysia, Myanmar, New Zealand, Papua New Guinea, The Philippines, Singapore, Solomon Islands, Sri Lanka, Taiwan, Thailand, Vanuatu, Vietnam and certain other Asian and South Pacific nations.

**Repetitive Dive Series** means dives undertaken without a surface interval of at least 72 hours.

**Room and Board** means: (1) room and means; and (2) all general nursing services that are required for the care of Inpatients in a Hospital or other Institution. Charges for Room and Board must: (1) be billed by the Hospital or other Institution on its own behalf; and (2) be made at a daily or weekly rate that is based on the type of room required.

**Scuba Diving Activity** means any underwater activity involving the use of self-contained underwater breathing apparatus.



**Surface Interval** means the time spent out of the water between dives.

**You** and **Your** means an Insured Person who is eligible for Member Insurance.

(End of Definitions)



## SUMMARY OF BENEFITS

**Contributory Benefits:** These benefits require premium payment by the Insured Person. Premiums for each of the Plans are set forth on the attached Exhibit “A”. All benefits are in U.S. Dollars.

<b>Benefits</b>	<b>Preferred Plan Plus</b>	<b>Preferred Plan</b>	<b>Master Plan</b>	<b>Standard Plan</b>	<b>Diving Students</b>
Diving Accident Medical Coverage	Up to \$250,000 per occurrence  Includes Coverage for Snorkeling Activities	Up to \$250,000 per occurrence  Includes Coverage for Snorkeling Activities	Up to \$125,000 lifetime maximum  Includes Coverage for Snorkeling Activities	Up to \$45,000 lifetime maximum	Up to \$20,000 per coverage period
Non-Diving Accident Medical Coverage	Up to \$10,000, subject to \$250 deductible	None	None	None	None
Diving Vacation Cancellation	Up to \$5,000, subject to \$250 deductible	None	None	None	None
Diving Vacation Interruption	Up to \$2,500, subject to \$250 deductible	None	None	None	None
Extra Accommodations	\$200 per day, up to \$3,000 for a covered condition	None	None	None	None

Extra Transportation	Up to \$2,000	None	None	None	None
Loss of Diving Equipment	Up to \$2,500	None	None	None	None
Accidental Death & Dismemberment from a covered Diving Accident	Principal Sum \$15,000	Principal Sum \$10,000	Principal Sum \$10,000	None	None
Permanent Total Disability from a covered Diving Accident	Principal Sum \$15,000	Principal Sum \$10,000	Principal Sum \$10,000	None	None

**Non-Contributory Benefits:** These benefits are provided to all Members and their Eligible Dependents on a non-contributory basis as part of DAN-AP membership.

Benefit	Class 1	Class 2
Emergency Medical Transportation, Evacuation and Repatriation - DAN <i>TravelAssist</i>	Up to \$150,000	None

## DESCRIPTION OF CONTRIBUTORY BENEFITS

### BENEFIT A: DIVE ACCIDENT MEDICAL COVERAGE

**Important:**

By virtue of the *Private Health Insurance Act, 2007*, the Medical Insurance cover referred to in the DAN Asia-Pacific Diving Accident Insurance Plans is not available to Australian Members with respect to hospital treatment, medical and health services, medical, surgical and prosthetic equipment and appliances, drugs and medicine, or ambulance services provided in Australia.

AGI will pay the benefits described below to an Insured Person, subject to the terms, conditions and limitations contained herein:



### **Standard Plan**

100% of Reasonable and Customary Charges up to a Lifetime Maximum Benefit (see Note 1 below) of US\$45,000 Per Insured Person for Covered Charges incurred as a result of Decompression Illness (DCI) resulting from a Diving Accident.

### **Master Plan**

100% of Reasonable and Customary Charges up to a Lifetime Maximum Benefit (see Note 1 below) of US\$125,000 Per Insured Person for Covered Charges incurred for a Diving Accident or In-water Injury.

### **Preferred Plan**

100% of Reasonable and Customary Charges up to a Maximum Benefit Per Occurrence (see Note 1 below) of US\$250,000 Per Insured Person for Covered Charges incurred for a Diving Accident or In-water Injury.

### **Preferred Plus Plan**

100% of Reasonable and Customary Charges up to a Maximum Benefit Per Occurrence (see Note 1 below) of US\$250,000 Per Insured Person for Covered Charges incurred for a Diving Accident or In-water Injury.

Note 1: A Maximum Benefit will apply to all Insured Persons. If an Insured Person elects to transfer from one Plan to another, the new Maximum Benefit will apply. An Insured Person cannot elect to transfer from one Medical Insurance Plan to another if a claim, or an incident that may lead to a claim, has occurred.

### **Covered Medical Charges**

AGI will pay 100% of the Covered Medical Charges described below, which are not payable by any other insurance, up to the Maximum Benefit of each Plan. Covered Medical Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for a Diving Accident. The accident must occur while Insurance is in force. The expenses incurred as a result of the accident must be incurred within 365 days of the accident. Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary. Eligible charges include:

1. Fees for treatment of decompression illness in a hyperbaric chamber. After each treatment, the patient's condition must be evaluated and the results of that evaluation reviewed and discussed with medical personnel at DAN Asia-Pacific and/or National Baromedical Services (NBS). Each additional treatment after the first must be approved by either DAN Asia-Pacific or NBS. Charges in connection with any Pre-existing Condition are covered only after an initial period of coverage. An initial period of coverage is a period of twelve (12) consecutive months ending while the person is insured under the Group Policy and during which no medical services for the condition were received. The term "medical services" includes, but is not limited to, diagnosis,

treatment and/or medications. Benefits following the initial period of Coverage for Pre-existing Conditions are considered for payment as regular benefits.

2. Physician's charges for Hyperbaric Chamber Treatment, medical care and surgical operations.
3. Local ambulance charges for transportation by a professional ground, air or marine ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given. Eligible charges do not include charges eligible for reimbursement under Benefit J. All transportation involving air or marine ambulance service must be approved in advance by DAN *TravelAssist* to be eligible for reimbursement.
4. Hospital charges for:
  - a. Room and board;
  - b. General nursing care, including Hyperbaric Chamber treatment;
  - c. Other Inpatient and Outpatient services and supplies (this does not include charges for professional services rendered at the hospital by non-staff); and
  - d. Confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician and due to an Injury that requires special medical and nursing treatment not generally provided to other Inpatients in the Hospital.

The Daily Hospital Allowance payable for room and board for each day of Hospital confinement shall be no greater than the average semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the Daily Hospital Allowance will be 80% of the private room rate. The Daily Intensive Care Unit Allowance payable for room and board for each day of confinement in an Intensive Care Unit is two (2) times the Daily Hospital Allowance.

5. Medical Supply Charges for oxygen;
6. Other eligible charges including:
  - a. Ambulatory surgical charges for necessary services and supplies if:
    - i. the charges are due to surgery;
    - ii. benefits for these charges would have been payable if the surgery had been done in a Hospital; and,
    - iii. such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery.
  - b. Surgeon's charges for the performance of surgical procedures.
  - c. Anesthesia charges and its administration when these are not covered as Hospital charges.
  - d. Nursing, Physiotherapy, and Occupational Therapy charges for:
    - i. private duty nursing care by a Nurse; and
    - ii. treatment by a licensed physiotherapist; and
    - iii. treatment by a licensed occupational therapist.

- e. Radiological and Laboratory Charges for X-rays, radiological treatment, and diagnostic laboratory tests.
- f. Medical Supply Charges for:
  - i. casts, splints, trusses, braces, crutches, and surgical dressing; and
  - ii. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
  - iii. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of the Injury. The Underwriter may, at its discretion, approve purchase of such items.

### **Limited Covered Medical Charges**

Charges for Manipulative Therapy (e.g. the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy, and chiropractic) and Acupuncture are limited to US\$350 per calendar year and payable at US\$35 per visit for up to 10 visits.

### **Extended Benefits**

If this Group Policy terminates while an Insured Person is totally disabled, benefits will be extended for charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the Group Policy had remained in force. These extended benefits are payable only for charges incurred:

1. For treatment of the specific Diving Accident that caused the total disability;
2. While such person remains so totally disabled; and
3. During the first 12 consecutive Months after the Group Policy terminates.

For purposes of this extension of benefits, “totally disabled” means that an Insured Person cannot perform the usual activities of a person of like age and sex with like occupation or retired status.

### **Limitations on Dive Accident Medical Coverage**

Under the Standard Plan, no benefits are payable for charges for services and supplies for any Injury or Illness other than DCI.

Under the Master Plan, Preferred Plan and Preferred Plus Plan, no benefits are payable for charges for services and supplies for an Injury or Illness not due to:

1. DCS, AGE, or Pulmonary Barotrauma caused by a scuba diving or snorkeling activity;
2. An accidental Injury that occurs in the water and is a direct result of a scuba diving or snorkeling activity;



3. Diving within the depth, training and breathing gas requirements of a particular policy.

### **BENEFIT B - NON-DIVING ACCIDENT MEDICAL INSURANCE (Available only with the Preferred Plus Plan)**

If an Insured Person incurs Medically Necessary expenses for treatment of Injury due to a Non-Diving Accident that occurs outside his/her Home Country, AGI will pay up to a Lifetime Maximum Benefit of US\$10,000 per Insured Person, subject to a US\$250 deductible per Insured Person for each Injury.

After the payment of the deductible, AGI will pay 100% of the Covered Charges described below, which are not payable by any other insurance, up to the Lifetime Maximum Benefit. Covered Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for the Injury. The accident must occur while Coverage is in force and while the Client is on a trip outside his or her Home Country for recreational purposes only. The charge incurred as a result of the accident must be incurred within 365 days of the accident.

Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician and include medical, surgical, and emergency dental care, professional nursing, hospital, X-ray, ground ambulance services and prosthetic devices. Charges for such services, supplies, care or treatment must be Reasonable and Customary. AGI will not pay for charges in excess of the Lifetime Maximum Benefit.

### **BENEFIT C - DIVING VACATION CANCELLATION (Available only with the Preferred Plus Plan)**

If prior to the time and date of departure for a diving vacation, an Insured Person suffers an Illness or Injury that would substantially impair the Insured Persons ability to dive and requires the cancellation of the diving vacation, AGI will pay up to a Lifetime Maximum Benefit of US\$5,000 per Insured Person for losses that the Insured Person incurs as a result of such cancellation, subject to a US\$250 deductible per Insured Person.

### **BENEFIT D - DIVING VACATION INTERRUPTION (Available only with the Preferred Plus Plan)**

If after a diving vacation begins, an Insured Person suffers an Illness or Injury that would substantially impair the Insured Persons ability to dive and requires the interruption of the diving vacation, AGI will pay up to a Lifetime Maximum Benefit of US\$2,500 per Insured Person for losses that the Insured Person incurs as a result of such interruption, subject to a \$250 deductible per Insured Person.



## **BENEFIT E - EXTRA ACCOMMODATIONS** **(Available only with the Preferred Plus Plan)**

If an Insured Person is delayed in returning home on the written advice of the attending physician concerning a Diving Accident, AGI will pay benefits for Extra Accommodations. Benefits begin on the first day following the original date the Insured Person should have returned home. The Insured Person must provide bills or receipts of actual expenses and a copy of the attending Physician's advisory notice. The benefit payable is equal to the actual expenses incurred up to US\$200 per day, up to a Maximum Benefit of US\$3,000 for the covered condition.

**Extra Accommodations** means lodging or hotel room charges required because the Insured Person was delayed in returning home due to a Diving Accident. Such delay must be on the written advice of the attending Physician. **Extra Accommodations** does not include hospital stays, transportation, food, or incidentals.

## **BENEFIT F - EXTRA TRANSPORTATION** **(Available only with the Preferred Plus Plan)**

If an Insured Person is prevented from using their original return trip ticket for transportation due to a delay caused by a Diving Accident, AGI will pay an Extra Transportation benefit for the return trip. The delay must be on the advice of the attending Physician and the Insured Person must provide AGI with a copy of the attending Physician's advisory notice. The benefit payable is equal to the difference between a new economy-class ticket and the remaining value of the original ticket, up to a Maximum Benefit of US\$2,000.

**Extra Transportation** means transportation charges for a return trip that was delayed due to a Diving Accident. Such delay must be on the written advice of the attending Physician. **Extra Transportation** charges do not include benefits which the Insured Person is entitled to receive under the DAN TravelAssist program.

## **BENEFIT G - LOSS OF DIVING EQUIPMENT** **(Available only with the Preferred Plus Plan)**

If Diving Equipment is lost or unintentionally damaged due to a Diving Accident which requires urgent transportation or hospitalization, AGI will pay the present market value of the Diving Equipment at the time of the loss or damage. If any item that was lost or damaged is part of an assembly of items, then the benefit is limited to the part that was lost or damaged.

At the option of AGI, the lost or damaged item may be repaired or replaced in lieu of a cash payment. AGI may require that the Insured Person deliver the damaged equipment to AGI prior to payment of this benefit. The Maximum Benefit is \$2,500 per covered Diving Accident.



**Diving Equipment** means diving equipment that is worn on the diver’s person that is lost or damaged as a result of an Injury or DCI that requires urgent transportation or hospitalization. Diving Equipment does not include watches, their glasses or covers, torn straps or buckles, or photographic equipment of any kind.

**BENEFIT H - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DIVING ACCIDENT ONLY (Available only with the Preferred Plus, Preferred and Master Plans)**

AGI will pay the indemnity benefit listed in the following table if an Insured Person sustains a Loss stated therein resulting from a Diving Accident; provided that:

1. Such Loss occurs within 365 days of the Diving Accident;
2. The indemnity payable for any such Loss shall be the amount stated opposite such Loss in the Table of Losses below.
3. The Principal Sum for this benefit for the Preferred Plus Plan is US\$15,000, and for the Preferred and Master Plan is US\$10,000.
4. If more than one Loss is sustained as the result of one Diving Accident, only one amount, the largest, will be payable.

Table of Losses

<b>For Loss of:</b>	<b>Payment:</b>
Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand or Foot	One-Half the Principal Sum
Sight of One Eye	One-Half the Principal Sum

The term “**Loss**” as used herein means: (i) with regard to hand and foot, actual severance through or above the wrist or ankle joint; and, (ii) with regard to eyes, the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to AGI. Indemnity for the death of the Insured Person will be paid to the estate of the Insured Person. The beneficiary for loss of life for a spouse or dependent shall be the Insured Person.

**Disappearance:** If the body of the Insured Person has not been found within one year of the disappearance; forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of this Policy; that such Insured Person shall have suffered Loss of Life for the purpose of this Accident Death and Dismemberment Indemnity. If the Insured



Person is subsequently found alive, any benefits paid for Accidental Death shall be returned.

**Exposure to the Elements:** If by reason of an accidental bodily injury covered by the Group Policy, an Insured Person is unavoidably exposed to the elements and as a result of such exposure the Insured Person suffers a loss for which indemnity is otherwise payable hereunder; such loss will be covered under the terms of the Group Policy.

### **BENEFIT I - PERMANENT TOTAL DISABILITY BENEFIT (Available only with the Preferred and Master Plans)**

If an Insured Person who is over 21 gives AGI written notice that he or she is Permanently Totally Disabled, AGI will pay him or her the Principal Sum. The Principal Sum for this benefit for the Preferred Plus Plan is \$15,000, and for the Preferred and Master Plan is \$10,000. The Permanent Total Disability must result from a Diving Accident that occurs while Coverage is in force and must be evidenced by a report from a Physician acceptable to AGI.

The loss must:

1. Occur within 365 days of the date of the Diving Accident;
2. Continue without interruption for at least one year; and
3. Reasonably be expected to continue without interruption until the Insured Person's death.

Any amount otherwise payable under this benefit will be less any amount paid or payable under the Accidental Death and Dismemberment Benefit provided the loss is due to the same Diving Accident.

For purposes of this benefit only, the phrase "Permanent Total Disability" means that an Insured Person, due to a Diving Accident, is unable to perform substantial and material duties of any occupation, if employed, or if retired, all of the normal activities for a person of like age and sex in good health.

### **Exclusions on Contributory Benefits (Benefits A through I)**

No benefits are payable for charges for:

1. Expenses incurred after the date this Group Policy terminates, except as provided under the Extended Benefits provision;
2. Expenses for treatment of Chronic, Pre-Existing or Predisposing Medical Conditions, unless such condition was previously disclosed to DAN – AP and the Insured Member received a written waiver for coverage of that condition;
3. Treatments occurring more than a year after a Diving Accident ;
4. Services or supplies for which an Insured Person is not required to pay or charges made only because insurance exists;
5. A diving accident for which expenses are compensable under Other Medical Expense Insurance, the Workers' Compensation or Occupational Disease Act or Law of any



- country, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
6. Any act due to war, declared or not;
  7. Custodial Care;
  8. Drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
  9. Charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
  10. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
  11. Nervous, emotional or mental disorders;
  12. A dive, or one or more dives as part of a Repetitive Dive Series, which exceeds the maximum depth specified under the Plan taken out by the Member.
  13. A diving accident that occurs after drug and alcohol use unless such drug was prescribed by a Physician and was not covered in a Letter of Exclusion provided to the Insured Person at the time of joining DAN AP;
  14. Medical exams not required for treatment of a Diving Accident;
  15. Routine eye or hearing exams, eye refractions, eye glasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings;
  16. Cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
  17. Care, treatment, services or supplies:
    - a. not prescribed by a Physician; or,
    - b. not Medically Necessary; or,
    - c. resulting from a Predisposing Medical Condition that was not declared in writing to DAN – AP at the time of application for insurance or communicated to DAN – AP in writing if the condition arose during the period of the policy;
    - d. that are considered experimental in the U.S. or provided mainly for the purpose of medical or other research; or,
    - e. received from a Nurse which do not require the skill and training of a Nurse; or,
    - f. received in a Hospital owned or operated by the government of any country or any of its agencies, which provides services without charge; or,
    - g. provided or paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents; or,
    - h. ordered by a family member; or,
    - i. to the extent that benefits are payable under other provisions of this Group Policy; or,
    - j. provided or paid for by any government's civilian employees and their dependents; or,

- k. for which benefits are not payable due to any coinsurance provisions of this Group Policy; or,
18. Any act of Nuclear, Biological or Chemical Terrorism;
  19. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling activity against the advice of a physician or DAN Staff Medic;
  20. Flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines;
  21. Flying within 72 hours of Recompression Treatment or within a longer no-flying period if so specified by the treating physician;
  22. Undertaking a dive, a Repetitive Dive Series, or a scuba diving activity within a minimum period of six weeks after the completion of Recompression Treatment;
  23. Undertaking a dive, a Repetitive Dive Series, or a scuba diving activity without first obtaining a clearance to return to diving from the treating physician after undergoing Recompression Treatment;
  24. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breathhold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold;
  25. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breathhold diving activity in a manner in which the Member knew, or reasonably should have known, would expose them to an obvious risk of suffering an injury or illness, or exacerbating a current illness or injury;
  26. Transportation or treatment expenses in those cases where the Member fails to promptly contact DAN - AP at the time of the accident or illness in accordance with DAN – AP procedures and this Certificate (see page 26).

## DESCRIPTION OF NON-CONTRIBUTORY BENEFITS

**Non-Contributory Benefits:** These benefits are provided to Eligible Persons on a non-contributory basis and require premium payment by DAN – AP in accordance with Exhibit “A”. Eligible Persons in Class 1 receive Benefits J and K. Eligible Persons in Class 2 receive Benefit L. Eligible Persons must comply with all registration requirements imposed by DAN – AP in order to obtain these benefits.

### **Class 1**

The benefits provided to Class 1 members are available to each DAN - AP Member, if the DAN - AP Member has an Individual DAN - AP Membership, and to his or her immediate family member, if the DAN - AP Member has a Family DAN - AP Membership. The Maximum Benefit for all Non-contributory benefits payable to Class 1 members under this Group Policy is US\$150,000.



Benefit J and K are provided on a 24 hour basis to those traveling on a trip where the destination is at least 50 miles/80 kilometers from the person's permanent residence. Benefits payable for expenses incurred for all benefits that follow will not exceed the Maximum Benefit amount shown in the Policy Schedule. All benefits must be approved in advance by DAN *TravelAssist* to be eligible for coverage and all travel arrangements must be coordinated through DAN *TravelAssist*.

## **BENEFIT J – EMERGENCY EVACUATION BENEFIT**

If a DAN - AP Member or covered family member suffers a medical condition during the course of a trip and such condition requires an Emergency Evacuation or Medically Necessary Repatriation, AGI will pay the Covered Expenses incurred for such evacuation or repatriation.

**Emergency Evacuation** means that due to a medical condition, the Member or covered family member requires medically supervised Transportation immediately from the place where such person has a medical emergency to the nearest Hospital where appropriate medical treatment can be obtained. Emergency Evacuation does not include efforts to locate an injured person whose location is unknown, or efforts to rescue such persons from a dangerous situation or location. Emergency Evacuation may begin only after the injured person is made available at a location which can be reached by emergency medical services personnel.

**Transportation** means any land, water or air conveyance required to transport the Member or covered family member during an Emergency Evacuation. Expenses for special transportation must be recommended by the attending Physician or required by the standard regulation of the conveyance transporting the Member or covered family member. Special transportation includes, but is not limited to an air ambulance, land ambulance, private motor vehicle and private air charter. Expenses for medical supplies and services must be recommended by the attending Physician.

Covered expenses include Transportation, medical services, and medical supplies that (1) are necessarily incurred in connection with emergency evacuation of the Member or covered family member; (2) meet generally accepted standards of medical practice; and, (3) either are ordered by a Physician and performed under his or her care or supervision or order, or are required by the standard regulations of the conveyance transporting the Member or covered family member. All transportation arrangements made for evacuating the Member or covered family member must be by the most direct and economical conveyance and arranged in advance by DAN *TravelAssist* to be covered. The amount AGI will pay is the Covered Expenses less amounts paid by Other Medical Expense Insurance.

**Repatriation** means that due to Medical Necessity, the Member or Covered Family Member requires follow-up care or rehabilitation services for the Sickness or Injury, and is deemed medically fit to travel by commercial air or ground transportation to either:



- the person's place of residence; or
- the region where the person is living and/or working at the time of the Sickness or Injury; or
- a different medical facility for further care, treatment or evaluation.

Any Medically Necessary Repatriation shall be undertaken at the discretion of DAN TravelAssist in consultation with the Insured's treating Physician.

## **BENEFIT K – TRAVEL ASSISTANCE BENEFITS**

1. **Repatriation of Remains:** If a Member or covered family member dies while traveling, AGI will pay the expenses incurred to move the body and return the mortal remains to the person's place of residence as listed in the DAN - AP database for burial. Covered expenses include, but are not limited to, expenses for embalming, cremation, necessary government authorizations, coffins, and transportation.
2. **Visit of a Family Member or Friend:** If a Member or covered family member is traveling alone and requires hospitalization for more than 7 consecutive days, AGI will arrange and pay for economy round-trip airfare for a visitor chosen by the Member (or his or her family) to travel to the site of hospitalization and return the visitor to his or her point of departure.
3. **Return of Dependent Children:** If a Member or covered family member is traveling alone with his or her children and becomes ill or injured and is unable to attend to the children's needs, AGI will arrange and pay for one-way economy airfare to return them to their place of residence. Qualified escorts will be provided if necessary.
4. **Return of Traveling Companion:** When a Member or covered family member suffers a medical emergency and his or her traveling companion's airline ticket is no longer valid due to changes in plans caused by the emergency, AGI will arrange and pay for one-way economy airfare to return the companion to his or her point of departure.
5. **Return of Vehicle:** If the Member or a covered family member is hospitalized or has an emergency medical evacuation, AGI will reimburse the cost of returning the unattended vehicle to the rental agency or to his or her current principal residence as listed in the DAN-AP database. The maximum benefit is up to \$1,000 per medical condition.

### **Class 2**

The benefits provided to Class 2 members are available for the duration of the Diving Students introductory training course.

## **BENEFIT L – DIVING ACCIDENT MEDICAL INSURANCE FOR DIVING STUDENTS**

Up to US\$20,000 for 100% of the Reasonable and Customary Charges per Insured Person for Covered Charges incurred as a result of Decompression Illness (DCI) resulting from a covered Diving Accident.

## EXCLUSIONS

Non-contributory Benefits under this Group Policy are not payable with respect to expenses incurred:

1. for any pre-existing condition for which medical treatment or advice was given within 180 days of the day of departure for a Trip;
2. while traveling against the advice of a Physician;
3. for treatment which is compensable under "Other Medical Expense Insurance", travel insurance, the Workers' Compensation or Occupational Disease Act or Law, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
4. for services, supplies, or treatment, including any period of Hospital confinement that were not recommended, approved and certified as necessary and reasonable by a Physician or any expense that is non-medical in nature;
5. for suicide or attempted suicide, while sane or insane, or self-inflicted injury;
6. due to war or act of war, declared or undeclared, or service in the armed forces, National Guard or organized reserve corps of any country or international authority;
7. for Injury sustained while participating (i) in professional sports; (ii) in dangerous or high risk sports; (iii) in club, interscholastic or intercollegiate sports (except scuba diving-related); or, (iv) in the riding of a motorcycle, motor scooter or moped;
8. for any nervous, emotional or mental disorder;
9. in connection with the use of alcohol or drugs, or use of any drug or narcotic agent, except as prescribed by a Physician;
10. as a result or in connection with the commission of a crime;
11. where treatment was provided by a family member;
12. or due to pregnancy, childbirth or miscarriage;
13. in connection with record setting / breaking attempts;
14. more than one year after the first expenses were incurred; or,
15. for medical treatment for accidents or injuries of any nature other than those expenses incurred during evacuation.

(End of Summary of Benefits)



## GENERAL POLICY PROVISIONS

**Notice of Claim:** As soon as an Insured Person determines that they will require benefits (medical care, transportation, or other assistance) under this Group Policy due to an accident or illness, they will take steps to promptly contact DAN – AP by telephone or other means likely to result in immediate contact with DAN - AP. If the Insured Person fails to satisfy this notice requirement, the benefits payable under the Group Policy may be reduced or denied.

Written notice of claim must be sent to DAN – AP, 49A Karnak Rd. (PO Box 384) Ashburton, Victoria 3147, Australia, within (i) twenty (20) days after the date of the event for which the claim is made; or (ii) as soon as is reasonably possible. This notice must give enough information to identify the Member and the nature of the claim. DAN - AP Member Services can provide further information on filing written notice.

**Claim Forms:** When DAN - AP receives the notice of claim, it will promptly send the Member the forms to be used in filing proof of claim. If DAN - AP does not send these forms within fifteen (15) days, the Member can meet the requirement for proof of claim by sending written proof satisfactory to DAN – AP of: (i) the occurrence of the loss; (ii) the nature of the loss; and (iii) the extent of the loss. This proof must be given within the time limit stated in Proof of Claim below.

**Proof of Claim:** Written proof of claim satisfactory to DAN – AP must be given to the Underwriters within ninety (90) days after the date of the event for which the claim is made. If proof of claim is not sent within the time required, the claim will not be reduced or denied if it was not possible to send proof with this time. However, the proof must be sent as soon as reasonably possible. In any case the proof required must be sent to the Underwriters no later than one year following the ninety (90) day period specified unless the Member was legally incapacitated.

**Payment of Benefits:** All benefits will be payable to the Member, or his designee, immediately upon receipt of due written Proof of Claim. You may ask the Underwriter to pay the benefits on a weekly basis. If any benefit has not been paid when You die, if You are a minor, or if You are legally incapable of giving a valid release for any benefit, AGI may pay all or part of the benefit to: (i) Your guardian; (ii) Your estate; (iii) any Institution or person (as payment for charges made in connection with the claim these benefits are paid for); or (iv) any one or more persons among the following relatives: Your spouse, parents, children, brothers, or sisters. Payment of a claim to anyone described above releases the Underwriter from all further liability for that claim.

**Physical Examination and Autopsy:** AGI has the right to have a Physician of their choice examine any Member as often as reasonably necessary while a claim is pending. AGI also has the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at AGI's expense.



**Termination of Policy:** Termination is without prejudice to any claims that originate prior to the termination date.

**Arbitration:** All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively “Controversies”) shall be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until sixty (60) days have elapsed following submission of Your entire claim to the Underwriters. No claim may be brought after three (3) years from the date Your claim was submitted to the Underwriters.

**Right to Recovery:** If payments for claims made by AGI are more than the amount payable under the Group Policy, AGI may recover the overpayment. AGI may seek recovery from one or more of: (i) any Member to or for whom benefits were paid; (ii) any other insurers; (iii) any Institution, Physician or other provider of medical care; or, (iv) any other organization. AGI is entitled to deduct the amount of any such overpayments from future claims payable to You.

**Subrogation:** If You are injured or become ill through the act or omission of another person and if benefits are paid under the Group Policy due to that injury or illness, then to the extent an Insured Person recovers for the same injury or illness from a third party, its insurer, or the Insured Person's uninsured motorist insurance, AGI will be entitled to a refund of all benefits that it has paid as a result of the injury or illness. AGI may assert a lien upon any recovery that the Insured Person receives, whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. AGI seeks to have the right to recover the full amount of benefits paid under the Group Policy for the Injury or illness, and the amount shall be deducted from any recovery made by the Insured Person. AGI is not responsible for the Insured Person's attorney's fees or other costs.

Upon request, the Insured Person must complete any required subrogation forms and return them to AGI. The Insured Person must cooperate fully with AGI in asserting its right to recover. The Insured Person will be personally liable for reimbursement to AGI to the extent of any recovery obtained by the Insured Person from any third party should AGI assert a valid lien. If it is necessary for AGI to institute legal action against the Insured Person to recover under this provision, the Insured Person will be liable for all costs of collection, including reasonable attorney's fees.

**Underwriters Sole Discretion:** The Underwriters may, at their sole discretion, pay benefits for services and supplies not specifically covered by the contract. This applies if the Underwriters determine such services and supplies are in lieu of more expensive services and supplies, which would otherwise be required for the care and treatment of the Member.



**Assignment, Change of Beneficiary:** You may assign your interest in the Group Policy or change the beneficiary by giving AGI written notice at its Administrative Office. The change or assignment will not be effective until AGI receives the written notice. The beneficiary's consent is not required to make any change of beneficiary or to assign the Insured Member's rights unless such Member named an irrevocable beneficiary and expressly stated that it could not be changed. AGI assumes no responsibility for the validity of any assignment.

(End of General Provisions)

## HOW TO FILE A CLAIM

1. For any dive injury or claim questions, or to request a claim form, contact:

DAN World  
PO Box Carnegie  
Victoria, 3163, Australia  
Direct Phone: +61-3-9886-9166  
Email: [claims@danap.org](mailto:claims@danap.org)

2. Complete the "Member's Statement" in full. Please answer all questions completely. If you don't, the claim may have to be returned to you and delay settlement of your claim. Be sure to sign the claim form.
3. Ask the hospital and/or doctor to complete the reverse side of the form and return it to you. (The provider can attach an itemized bill instead.)
4. Attach any other bills, documents or statements that apply to the claim. It is important that they contain the right information.
5. Make copies of your forms and bills for your records -- your originals will not be returned to you.
6. If you received a payment from any other Insurance, you must send the Explanation of Benefits with your bills before your claim can be settled.
7. Please forward your package of documents to: DAN – AP at the address shown above.

(End of How to File a Claim)