

Dive Injury Insurance Product Disclosure Statement (PDS) and Policy Wording.

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Issued by

MARSH & MCLENNAN AGENCY PTY LTD

ABN 33 000 668 584 AFSL 238984

108 North Terrace, Adelaide, South Australia 5000

GPO Box 2637, Adelaide, South Australia 5001

Ph: 08 8385 3600

as agents acting on behalf of certain underwriters
at Lloyds under the Agreement Number shown in the Schedule

IMPORTANT INFORMATION ABOUT THIS INSURANCE

About the insurers

The insurers of this product are certain Underwriters at Lloyd's under the Agreement Number shown in the Certificate of Insurance.

Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

About Marsh & McLennan Agency Pty Ltd

Marsh & McLennan Agency Pty Ltd (MMA) has been provided with a binding authority by the insurers authorising it to enter into, vary and cancel this insurance as well as settle any claims on behalf of the insurers as if it were the insurers. MMA acts on behalf of the insurers in issuing this insurance not You.

About Divers Alert Network - Asia Pacific

Divers Alert Network – Asia Pacific (DAN AP) is a Corporate Authorised Representative (CAR 269340) of Marsh Advantage Insurance Pty Ltd. Marsh Advantage Insurance Pty Ltd ABN 31081 358 303 hold an Australian Financial Services Licence (AFSL No. 238369) to deal and advise on General Insurance. Our contact details within Australia for this policy are:

Divers Alert Network (DAN) Asia-Pacific Ltd

Location: 49A Karnak Rd, Ashburton, Victoria

Postal: PO Box 384 Ashburton, Victoria 3147, Australia.

Email: membership@danasiapacific.org

Website: www.danasiapacific.org

Phone 61-3-9886 9166

Fax: 61-3-9886 9155

About this Insurance

Before making a decision about this insurance (e.g. whether to obtain alternative cover), You should read the terms of this product and You can contact DAN AP. if You have any queries.

About this Product Disclosure Statement and Policy Wording

This document (which is the Dive Injury Insurance Product Disclosure Statement and Policy Wording ('PDS')) contains important information about this insurance and how it works.

The information in this PDS has been prepared without taking into account Your personal objectives, financial situation or needs. Accordingly, please consider this PDS carefully before making any decision about this insurance.

You need to determine whether the cover provided to You by this insurance meets your needs.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided at the same time as this PDS.

Access to cover

If You would like another copy of this document or any updates to its terms You can obtain these at no charge by contacting DAN AP.

Eligibility and Applying for Cover

Complete our application form. If we accept Your application for insurance, You will receive a certificate that sets out details of the insurance You have taken out.

Information about the Policy

The Policy is made up of the following:

- Dive Injury Insurance Product Disclosure Statement and Policy Wording document (PDS/Wording)
 - Certificate of Insurance which details the level of cover you have selected.
 - Any other document which is agreed to form part of the Policy such as Endorsements
- These documents are Your legal contract with Us. They must be read carefully and kept together in a safe place.

To determine if this insurance is appropriate for You, it is important that You read:

- this Important Information About this Insurance section which contains information on important matters in relation to this insurance including Your Duty of Disclosure and Your Cooling Off rights;
- the Cover Section of this PDS/Wording which contains the:
 - Definitions Section– it sets out what We mean by certain defined terms in this insurance; and
 - the cover We can provide under this insurance;
- the General Exclusions Section of this PDS/Wording – it sets out what We do not cover under any Section;
- the General Conditions Section of this PDS/Wording – it sets out the details of Yours, and Our rights and obligations under this insurance, including what You need to do if you need to make a claim; and
- the other documents that form the Policy which contains details relevant to You and may amend the standard terms of this document.

All of the above form the Policy terms.

Taxation Implications

A claim paid in respect of weekly disability benefits is subject to personal income tax. It is the responsibility of the Insured Person to declare any benefits received when completing their tax return as we have not made any deductions on behalf of the Australian Taxation Office. Please consult your tax consultant with any queries in this regard.

Our agreement with You

The Policy is a legal contract between You and Us. You pay Us the premium and We insure You against loss as set out in the Policy.

Summary of cover

By way of summary, this insurance provides the following cover in accordance with the Table of Plans below:

Table of Plans			
	Standard	Master	Preferred
Dive depth limit	40 Metres	50 Metres	No depth limit
Medical / Hospital / Ancillary Costs	Up to AUD\$50,000	Up to AUD\$150,000	Up to AUD\$300,000
Death/Permanent & Total Disability	No Cover	Accidental Death \$10,000; Disability up to AUD\$15,000 Disability up to age 65	
Cover Triggered by	Decompression Sickness or Arterial Gas Embolism	As for Standard plan plus any other Covered Dive	

This policy only provides cover for DAN AP Members, whose home is in Australia and who are over 12 years of age and only provides protection as a result of a covered diving incident. It is designed for recreational divers, underwater photographers, certain scientific divers, dive masters and instructors but does not cover any other commercial diving operations.

The policy provides coverage for varying levels of medical expenses, hospital and associated costs provided outside Australia.

Within Australia the policy may cover some of the costs and expenses that are not subject to any Medicare coverage, where we are allowed to insure this under the Private Health Insurance Act 2007 or any of the rules made thereunder. e.g. Hyperbaric services used without a referral.

This cover does not replace private health insurance and is designed as a "top up cover" and will only pay after all other applicable insurance covers have been exhausted.

Optional cover for death, dismemberment and permanent total disablement is also available in accordance with the table of plans above.

We only provide cover for the events, Limits and Sums Insured applicable to the Plan You have selected which is shown in the Certificate and for the period of time specified in the Policy and subject to its other terms.

You need to make sure that you are happy with the extent of the cover provided by this insurance. If not you may not get the cover you require.

Read the Policy terms for a full explanation of the cover.

Cost of this insurance

The insurance provided is subject to Your payment or agreement to pay the premium We require by the agreed time. In order to calculate the premium, We take into consideration which plan you have selected

The premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty and GST where applicable) in relation to the Policy. We will tell You when You apply what premium is payable, when it needs to be paid and how it can be paid.

No amount is payable by You to access the Policy, however cover is only available to current DAN AP members.

Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person, in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that You understand You are answering the questions in this way for yourself and anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer the questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer the questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

Cooling-off information

You have a cooling-off period. During the cooling-off period, You may return this insurance contract via DAN AP to Marsh & McLennan Agency Pty Ltd and obtain a refund.

To do this DAN AP may notify Marsh & McLennan Agency Pty Ltd via their broker Marsh Advantage Insurance Pty Ltd electronically or in writing within 14 days from the date the Policy commenced. This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however Marsh & McLennan Agency Pty Ltd may deduct certain amounts from any refund for administration costs or any non-refundable taxes

Even after this cooling off period ends, You still have cancellation rights (See General Conditions).

Confirming cover

You can contact DAN AP in writing or by phone for confirmation of cover under the Policy.

General Insurance Code of Practice

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

What to do if you have a complaint.

1. Contact MMA and tell us about your complaint. We have our own internal dispute resolution procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the MMA representative servicing your account. Alternatively you may contact the MMA Complaints Officer on 03 9603 2235.
2. If your complaint is not resolved to your satisfaction, the matter will be referred to the MMA Complaints Officer to investigate and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.
3. In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: (02) 9223 1433
Facsimile: (02) 9223 1466
Email: idraustralia@lloyds.com

4. MMA and Lloyd's are also members of an external dispute resolution scheme. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by this scheme:

The Financial Ombudsman Service Limited (FOS)

You may be able to refer your complaint to the FOS which is a national scheme for consumers aimed at resolving disputes between insureds and their insurance companies and brokers or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party) claim.

If you have any query about whether your complaint can be handled by FOS, call 1300 78 08 08 or e-mail info@fos.org.au.

Privacy

Marsh & McLennan Agency Pty Ltd ("MMA") and the insurers that MMA place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

MMA and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give MMA or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to MMA, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer
MMA Pty Ltd
ABN 33 000 668 584
PO Box H176
Australia Square NSW 1215
Tel 02 8864 7688
Email privacy.australia@marsh.com

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You via Your broker a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue your broker with notice of this information in other forms or keep an internal record of such changes (You can get a copy free of charge by calling your broker).

DEFINITIONS

Whenever used in this Policy, the following terms have the special meaning given to them:

Accident means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during a covered dive.

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

Bodily Injury means injury of a bodily nature which

- (i) is sustained by You during the Period of Insurance whilst undertaking a Covered Dive;
- (ii) is caused by an Accident; and
- (iii) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by that injury, occasions the death or disablement of that Insured Person within twelve consecutive calendar months from the date of the Accident by which that injury is caused.

Certificate of Insurance is the Certificate of Insurance issued to You when you take out this insurance or when You renew or endorse the policy. The Certificate of Insurance sets out the details of Your insurance which are specific to You. Marsh & McLennan Pty Ltd, in accordance with the authority granted to them under the Lloyd's Agreement Number mentioned in your Certificate, issues the Certificate of Insurance.

Commercial Diver means any diver who undertakes diving for payment or reward other than when diving while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or equivalent. A commercial diver does not include dive-masters or scuba instructors supervising recreational diving activities or underwater photographers.

Agreement Number The Agreement Number referred to in the Schedule is a contract, which bears the seal of Lloyds Policy Signing Office, between the Insurers and Marsh & McLennan Agency Pty Ltd under which the Insurers authorise Marsh & McLennan Agency Pty Ltd to issue policies on the Insurers' behalf. Each underwriter and his or her heirs, executors or administrators is liable only for his or her proportion of any claim made under the Policy. The names and proportions of the underwriters are detailed in the contract. We will supply details of these underwriters if requested.

Covered Dive means a recreational dive or diving while a scuba instructor, dive master, underwater photographer, or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or equivalent. A Covered Dive begins upon entry into the water and ceases upon exit from the water. A Covered Dive must begin while Insurance is in force.

Custodial Care means care that is provided primarily for the maintenance of You and is essentially designed to assist You in the activities of daily living. It does not include care primarily provided for its therapeutic value in the treatment of Injury.

Decompression Sickness (DCS) means signs and symptoms due to gas in the tissues resulting from diving.

Decompression Illness (DCI) means DCS or AGE.

A **Dive** begins when You enter the water to commence a scuba diving activity or snorkelling activity and ends when You exit the water at the end of that particular activity.

Diving Incident means either a DCI or gas toxicity or a Bodily Injury that occurs during a Covered Dive and can be caused by a marine animal or organism.

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).

Eligible Persons means Commonwealth of Australia citizens and residents aged 12 years or older at commencement of the policy, who are not commercial divers.

Home Country means the country from which the Insured Person holds a passport. Where You hold no passport or more than one passport, the Home Country will be the country in which You have declared to Us or DAN AP.

Hospital means an Institution constituted, licensed and operated as set forth in the laws that apply to Hospitals; that provides Room and Board and nursing care for its patients and has a staff of one or more Physicians available at all times, whilst providing 24-hour nursing service, and maintaining on its premises all the facilities needed for the diagnosis, medical care and treatment of Injury. The term Hospital does not include an Institution, or that part of an Institution, used mainly for nursing care, rest, convalescent, or educational care or Custodial Care.

Hyperbaric Chamber means a pressure vessel approved for recompression of Diving Incident victims and/or the use of hyperbaric oxygen therapy. It must be approved for recompression of arterial gas embolism or decompression sickness.

Illness means sickness or disease of any kind contracted and commencing whilst Your coverage under this policy is in force.

Inpatient means You whilst you are confined in a Hospital and are charged for Room and Board.

Institution means a facility, operating within the scope of its license, whose purpose is to provide organised health care and treatment to You, such as a Hospital, convalescent or skilled nursing facility, ambulatory surgical centre, or any other such facility that We approve.

Insurer means certain underwriters at Lloyds in accordance with the Lloyd's Agreement Number showing on Your Certificate of Insurance

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 audio-visual nursing observation. The Intensive Care Unit must provide its patients with Room and Board plus nursing care by Nurses who work only in the unit; and have special equipment and supplies that are primarily for use within the unit.

Loss of a Limb or Limbs means loss by permanent physical separation of a hand or hands at or above the wrist or of a foot or feet at or above the ankle or total and irrecoverable Loss of Use of a hand or hands or foot or feet.

Loss of Use means loss by permanent physical severance or permanent loss of the effective use of the part of the body referred to in the Compensation Table.

Medically Necessary services, supplies, care or treatment means services, supplies, care or treatment received whilst You are insured under this Policy, which are determined by Us to be:

- (i) appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Diving Incident; and
- (ii) provided for the diagnosis or direct care and treatment of a Diving Incident; and
- (iii) within standards of good medical practice within the organised medical community; and
- (iv) not primarily for the convenience of You, Your Physician or another provider; and
- (v) 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 You are receiving or the severity of Your condition, and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting.

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

Nurse means either a Registered Nurse (R.N.), or Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.), licensed by the State Board of Nursing or equivalent in accordance with the law of the country where the care is being provided.

Outpatient occurs when You receive care in a Hospital or other Institution, including: ambulatory surgical centre; convalescent or skilled nursing facility; or Physician's office for a Bodily Injury, but when you are not confined and not charged for Room and Board.

Period of Insurance means the period stated in the Certificate of Insurance

Permanent means lasting twelve calendar months and at the expiry of that period considered, in the opinion of the majority of three Medical Practitioners with suitable experience and expertise (one appointed by You, one by Us and those two to appoint a third), to be beyond hope of improvement.

Physician means a legally licensed Doctor of Medicine or Doctor of Osteopathy; or any other legally licensed practitioner of the healing arts rendering services that are covered under the Policy or for which benefits are required by law to be provided when rendered by such a practitioner; and that are within the scope of his or her license. The term Physician shall also include a licensed physiotherapist practicing within the scope of his or her license.

This term does not include You; or Your dependent; or Your or Your spouse's parent, child, sister or brother; or Your dependent's spouse, parent, child, sister or brother.

Plan means the plan you have selected out of Standard, Master or Preferred and has benefits and limits in accordance with the Table of Benefits

Predisposing Medical Condition means any medical condition existing and either known by You or suspected by or being tested for by, any medical practitioner prior to the Effective Date of Insurance that may predispose You to a Diving Incident. Such Predisposing Medical Conditions include, but are 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 made for medical services and supplies that are required for the care of the Insured Person that are normally charged by the provider for these services and supplies, but not to exceed the amount normally charged within the same geographic region by most providers of similar services and supplies. Consideration will be given to the nature and severity of the condition for which the Insured Person needs care; and 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 We will pay is the Reasonable and Customary Charge less what is paid by Other Insurance.

Recompression Treatment means treatment for decompression illness in a recompression chamber.

Repetitive Dive Series means dives undertaken without a surface interval of at least 48 hours.

Room and Board means all room and meals; and all general nursing services that are required for the care of Inpatients in a Hospital or other Institution. Charges for Room and Board must be billed by the Hospital or other Institution on its own behalf; and 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.

Totally Disabled means Your inability to perform the material and substantial duties of any occupation for You are or can be reasonably fitted by education, training or experience.

We/Our/Us means the Insurer through its agent Marsh & McLennan Agency Pty Ltd ABN 33 000 668 584 AFS Licence No 238984, of Level 5 / 108 North Terrace, Adelaide SA 5000.

You/Your means the Insured shown in the Certificate of Insurance

SECTION 1: MEDICAL COVERAGE

We shall pay 100% of Covered Medical Charges incurred by You as a result of a Diving Incident anywhere in the world during the Period of Coverage, subject to the restrictions described below for Standard Insurance Plan, Master Insurance Plan and Preferred Insurance Plan up to the maximum amount shown against Item 1 for your plan

Standard Insurance Plan

Where You are insured under the Standard Insurance Plan, We will pay only for Covered Medical Charges incurred due to DCI only and only if due to a Diving Incident incurred within the 40 metre limit.

Master Insurance Plan

Where You are insured under the Master Insurance Plan, We will pay only for Covered Medical Charges that are incurred due to Decompression Sickness (DCS), Arterial Gas Embolism (AGE) or Pulmonary Barotrauma caused by a scuba diving activity or snorkelling activity; or, any Bodily Injury that occurs in the water and is a direct result of a scuba diving or snorkelling activity sustained during a Dive or Repetitive Dive Series to a maximum depth of 50 metres.

Preferred Insurance Plan

Where You are insured under the Preferred Insurance Plan, We will pay only for Covered Medical Charges that are incurred due to Decompression Sickness (DCS), Arterial Gas Embolism (AGE) or Pulmonary Barotrauma caused by a scuba diving activity or snorkelling activity; or, any Bodily Injury that occurs in the water and is a direct result of a Scuba Diving or snorkelling activity sustained during a Dive or Repetitive Dive Series. However in the event of a Diving Incident which results from a Dive deeper than 50m, you may be required to demonstrate that you had the appropriate experience &/or certification and were using the appropriate breathing gas mixtures for the Dive or series of Dives undertaken.

A. Covered Medical Charges

Covered Medical Charges means charges that are:

- (a) incurred for Medically Necessary services, supplies, care or treatment, and
 - (b) prescribed, performed or ordered by a Physician, and
 - (c) Reasonable and Customary Charges, and
 - (d) incurred while You are insured under the Policy, and
 - (e) up to any maximums shown in the Schedule of Benefits, including only these charges:
- i) **Hospital Charges** for Room and Board and general nursing care, including hyperbaric chamber treatment; and other Inpatient and Outpatient services and supplies. These do not include charges for professional services; and confinement in an Intensive Care Unit (ICU). Such confinement must be ordered by a Physician; and due to an injury that requires special medical and nursing treatment not generally provided to other Inpatients of the Hospital.

The maximum amount payable for Room and Board is the average semi-private room rate and the maximum amount payable for ICU is two times the daily room rate at the hospital where you are receiving treatment.
 - ii) **Local Ambulance Charges** for transportation within 80km from Your place of residence by a professional ambulance service to the nearest Hospital where appropriate treatment can be given.
 - iii) **Ambulatory Surgical Charges** for necessary services and supplies if these charges are due to surgery; and benefits for these charges would have been payable if the surgery had been done in a Hospital.
 - iv) **Surgeon's Charges** by a Physician for the performance of surgical procedures.
 - v) **Physician's Charges** for hyperbaric chamber treatment, medical care and surgical operations.

- vi) **Anaesthesia Charges** and its administration when these are not covered as Hospital charges.
- vii) **Nursing, Physiotherapy, and Occupational Therapy Charges** for private duty nursing care by a Nurse; and treatment by a licensed physiotherapist; and treatment by a licensed occupational therapist.
- viii) **Radiological and Laboratory Charges** for X-rays, radiological treatment and diagnostic laboratory tests.
- ix) **Medical Supply Charges** for oxygen; and casts, splints, trusses, braces, crutches, and surgical dressings; and artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while insured; and rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by You for the treatment of his or her Injury. We may, at their discretion, approve purchase of such items.
- x) **Hyperbaric Chamber Treatment Charges** up to the Reasonable and Customary Charges for the region where service was provided.
- xi) The term **Medically Necessary** services includes, but is not limited to, diagnosis, treatment and/or medications.
- xii) Charges in connection with **Manipulative Therapy** limited to a Calendar Year Maximum of AUD\$500 and payable at a covered charge of AUD\$50 per visit, up to ten visits.

Where You are insured under the Standard Insurance Plan or the Master Insurance Plan, the Maximum Benefit is the maximum aggregate amount that will be paid for You during the total period that You are covered under this policy, regardless of the number of Periods of Coverage which apply. Where You are insured under the Preferred Insurance Plan, the Maximum Benefit is the maximum amount that will be paid for each Diving Incident suffered by You.

SECTION 2: DEATH AND DISABILITY

If You sustain a Bodily Injury that results in any of the conditions referred to at Items 2 or 3 in the Benefit Table then in accordance with the plan you have selected We will pay to You, Your Executors or Administrators the compensation specified for the relevant Item set out in the Benefit Table, subject to the other terms, conditions and exclusions of the Policy.

3. TABLE OF BENEFITS:

The Table of Benefits shows the Insured Percentages and the Maximum Benefits that apply to this Insurance depending upon the Plan You have selected.

Table of Benefits	Plan		
	Standard	Master	Preferred
1. Covered Medical Charges Maximum payable	100% from DCI only \$50,000	100% \$150,000	100% \$300,000
2. Bodily Injury resulting in death	Nil	\$10,000	\$10,000
3. Bodily Injury resulting in Loss of :-			
(a) Both Hands or Both Feet or Sight of Both Eyes	Nil	\$10,000	\$10,000
(b) One Hand and One Foot	Nil	\$10,000	\$10,000
(c) Either Hand or Foot and Sight of One Eye	Nil	\$10,000	\$10,000
(d) Either Hand or Foot	Nil	\$5,000	\$5,000
(e) Sight of One Eye	Nil	\$5,000	\$5,000
4. Permanent Total Disablement as a direct result of a Dive Incident	Nil	\$15,000	\$15,000

EXCLUSIONS APPLICABLE TO ALL PLANS

No benefits will be paid under any plan for charges in connection with:

- (1) services or supplies for which You are not required to pay.
- (2) charges made only because Insurance exists.
- (3) Any Injury or illness arising directly or indirectly from any Pre-existing Condition or any Predisposing Medical Condition unless the condition is specifically mentioned as exempt on your Certificate of Insurance
- (4) an Injury for which benefits are paid or payable under Workers' Compensation or any Occupational Disease or similar law whether such benefits are insured or self-insured.
- (5) any act of war, whether declared or not, or Your service in the military, naval, or air service of any country;
- (6) Custodial Care.
- (7) drugs and medicines that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient.
- (8) charges that are more than the Reasonable and Customary Charges for the services and supplies furnished.
- (9) Hospital services and supplies when confinement is solely for diagnostic testing purposes; or costs or medical charges incurred after 12 months from the date of the Dive Incident.
- (10) 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 You
- (11) nervous, emotional or mental disorders.
- (12) Your suicide or attempted suicide, or Your intentionally self-inflicted injury
- (13) You traveling against the advice of a Physician
- (14) a Bodily Injury or Illness that occurs after drug and alcohol use except those prescribed by a physician and taken in accordance with his instructions.
- (15) Any medical exams not required for treatment of any Dive Incident covered by this policy.
- (16) 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.
- (17) cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical function.
- (18) care, treatment, services or supplies:
 - (a) not prescribed by a Physician; or
 - (b) not Medically Necessary; or
 - (c) resulting from a Predisposing Medical Condition; or
 - (d) 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) to the extent that benefits are payable under other provisions of this Policy; or
 - (g) provided or paid for by any government's civilian employees and their dependents, or
 - (h) reordered by a family member.
- (19) No benefit payment shall be made under any plan for charges to which Section 121 of the Private Health Insurance Act 2007 or by any rules made thereunder.
- (20) an Act of Terrorism outside Australia
- (21) any death or disablement which is in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
- (22) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkelling activity against the advice of a Physician.
- (23) flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines.

- (24) flying within 72 hours of Recompression Treatment or within a longer period if so specified by the treating Physician.
- (25) undertaking a dive, a Repetitive Dive Series, a scuba diving activity within a minimum period of six weeks after the completion of Recompression Treatment.
- (26) undertaking a dive, a Repetitive Dive Series, a scuba diving activity without first obtaining a clearance to return to diving from the treating physician after undergoing Recompression Treatment.
- (27) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkelling or breathhold diving activity as part of preparation for a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold.
- (28) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkelling or breathhold diving activity in a manner which You knew, or reasonably should have known would expose You to an obvious risk of suffering a Bodily Injury or Illness.
- (29) Any loss caused by or resulting from: pregnancy, childbirth, miscarriage or any bacterial infection other than bacterial infection occurring from an accidental cut or wound;
- (30) Piloting or acting as a crew member or riding in any aircraft; except as a fare-paying passenger on a scheduled airline.
- (31) diving with a Predisposing Medical Condition that was known by You unless that condition was shown as exempt on Your Certificate of Insurance
- (32) Where the, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Exclusions applicable to specific Plans

No benefits will be paid under specific plans for charges in connection with:

- (1) Under the Standard Insurance Plan - services and supplies for any Bodily Injury or Illness other than DCI.
- (2) Under the Master and Preferred Plans - services and supplies for a Bodily Injury or Illness not due to:
 - a) Decompression Sickness (DCS), Arterial Gas Embolism (AGE), or Pulmonary Barotrauma caused by a scuba diving or snorkelling activity;
 - b) Any Bodily Injury that occurs in the water and is a direct result of a scuba diving or snorkelling activity;
 - c) Diving within any depth, training and breathing gas requirements of the particular policy.

No benefit payment shall be made under any plan for charges to which Section 121 of the Private Health Insurance Act 2007 or by any rules made thereunder.

ADDITIONAL BENEFITS:

Disappearance

If Your body 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 Death by Bodily Injury. If You are subsequently found alive, any benefits paid under Item 2 shall be returned.

Exposure to the elements

If by reason of a Bodily Injury covered by the Policy, You are unavoidably exposed to the elements and as result of such exposure You suffer a loss for which indemnity is otherwise payable thereunder; such loss will be covered under the terms of the Policy.

SECTION 3: CONDITIONS

Notice of Claim

Notice of a claim must be made to DAN AP within: 20 days after the date of the event for which the claim is made; or soon as is reasonably possible. This notice must give enough information to identify You.

Physical Examination and Autopsy

We, at our expense, have the right to have a Physician of their choice examine You as often as reasonably necessary while there is a claim pending. We also have the right to have an autopsy performed, unless it is not permitted by law.

Payment of Benefits

Benefits will be paid to You. They will be paid as soon as written proof of claim satisfactory to Us is received. You may ask Us to pay the benefits directly to the hospital or supplier of medical services. If any benefit has not been paid when You die the benefits for Item 2 will be paid to your estate.

The law that applies to this insurance

We agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the State of South Australia;
- (ii) any summons notice or process to be served upon Us may otherwise be served upon:
 - Lloyd's Underwriters General Representative in Australia
 - Suite 2, Level 21 Angel Place
 - 123 Pitt Street
 - Sydney NSW 2000that has authority to accept service and to appear on Our behalf;
- (iii) if a suit is instituted against any of the underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

How to make a claim

In the event of a claim arising under this insurance you must forward your completed claim form to:

Claims Manager,
Marsh & McLennan Agency Pty Ltd
GPO Box 2637
Adelaide SA 5001
Ph 08 8385 3600
Email: Binder.claims.SA@marshmc.com

Immediate notice must be given to Us of any Accident or Illness of You which causes or may cause disablement within the meaning of this insurance, and You must as early as possible place yourself under the care of a Medical Practitioner. Immediate notice must be given to Us in the event of the death of You resulting or alleged to have resulted from an Accident.

We have the sole right to make admissions of liability. We may refuse to protect You if the You admit fault, makes any offer of payment or defend a claim in court without Our prior written consent.

We will be entitled to conduct in Your name, the defence or settlement of any claim or to prosecute in Your name.

Cancellation

You may cancel the Policy at any time by requesting cancellation to Us in writing. If You cancel the Policy We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees, details of which are available upon request. We may cancel the Policy for any of the reasons allowed to Us under the Insurance Contracts Act 1984.

If We cancel the Policy then written notice will be sent to You, and cancellation will take effect at 4pm on the third business day after the day on which the notice is given to You or, if the notice of cancellation is given by post, the day on which it would have been delivered to You in the ordinary course of post, and We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees.

Your insurance will immediately terminate on the earliest of the following dates:

- (i) on the date the Policy is terminated;
- (ii) on the date You request
- (iii) on the date the premium became due if You fail to pay the required premium
- (iv) on the date You cease to be eligible for insurance hereunder;
- (v) on the date You reach an age that is outside the Age Limits specified below

Age Limits

All cover under Items 3 and 4 of the Table of Benefits will cease once You attain the age of 65 years.

Fraud by You

To the extent permitted by the Insurance Contracts Act, we may be entitled to refuse to pay or to reduce the amount of a claim if:

- (i) It is in any way fraudulent, or
- (ii) Any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Sanction limitation and exclusion

We will not provide any cover, nor will We pay any claim, nor provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Headings

Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to any headings.